COLORADO
DEPARTMENT OF TRANSPORTATION
REGION 2

INSTRUCTIONS TO PROPOSERS AND NOTICE TO BIDDERS

I-25/Cimarron Street (US 24) Interchange
Design-Build Project

PROJECT NO.: IM 0252-423

SUBACCOUNT NO.: 19039

July 24, 2014

PROPOSALS DUE: ~~December 18, 2014~~ January 22, 2015

TABLE OF CONTENTS

Page

1.0 INTRODUCTION 1
1.1 Certain Definitions 1
1.2 Request for Proposals Documents 1
1.3 Project Description 1
1.4 Project Funding 1
1.5 Project Goals and Values 2
1.6 Guaranteed Maximum Price (GMP) 3
1.7 Additional Requested Elements (AREs) 3
1.8 Options ..... 4~~3~~
1.9 Contract Drawings and Reference Documents 4
1.10 Notice to Proceed 4
1.11 Procurement Schedule ..... 5~~4~~
2.0 PROPOSAL PROCESS 7
2.1 Pre-Proposal Meetings 7
2.1.1 One-on-One Meetings 7
2.2 Pre-Proposal Submittals 7
2.2.1 Alternative Technical Concepts (ATCs) 7
2.2.2 CDOT's Review of ATCs 9
2.2.3 Pre-Proposal Submission of ATCs 9
2.2.4 General 9
2.3 Reserved 10
2.4 Proposal Structure, Format, and Quantities 10
2.4.1 Proposal Structure 10
2.4.2 Proposal Format 10
2.4.3 Number of Copies 11
2.5 Submission of Proposals 11
2.6 Evaluation of Proposals 12
2.6.1 Responsiveness Evaluation 12
2.6.2 Proposer's Price 13
2.6.3 Evaluation Criteria 13
2.6.4 Pass/Fail Criteria 13
2.6.5 Ranking Criteria for Volume III 14
2.7 Additional Information 14
2.7.1 Oral Presentations 14
2.8 Best Value Determination 14
2.9 Authorization of Proposal Evaluation Board (Executive Oversight Committee) 14
2.9.1 Award without Negotiations 15
2.9.2 Negotiations 15
2.9.3 Best and Final Offers (BAFO) 15

2.9.4 Rejections of Proposals 15

3.0 PROPOSAL REQUIREMENTS 16

3.1 Volume I – Executive Summary 16

3.2 Volume II – Proposer Information and Certifications 16
3.2.1 Proposal Letter 16
3.2.2 Information about Proposer Organization 16
3.2.3 Changes in Proposer's Organization; Changes from Statement of Qualifications 16
3.2.4 Non-Collusion Affidavit 17
3.2.5 Buy America Certifications 17
3.2.6 Debarment, Suspension, Ineligibility, and Voluntary Exclusion 17
3.2.7 Use of Contract Funds for Lobbying 17
3.2.8 Equal Employment Opportunity 17
3.2.9 Authorization Documents 17
3.2.10 Escrow Agreement 18
3.2.11 Proposal Bond 18
3.2.12 Price Information (Form J) 18

3.3 Volume III – Technical Proposal 18

3.4 (Reserved for Future Use) 18

3.5 Approved ATCs 18

3.6 DBE/ESB Information 19
3.6.1 Disadvantaged Business Enterprises/Subcontracting and Small Business Requirements 19

3.7 Options Proposal 19

4.0 TECHNICAL PROPOSAL CONTENTS AND EVALUATION CRITERIA 20

These goals are the basis for the Technical Proposal contents and evaluation: 20

4.1 Section 1: Maximize overall safety, capacity and operation of the interchange and the surrounding transportation network within the Project budget. 20
4.1.1 Submittal Requirements 20
4.1.2 Points Available for Section 1 20
4.1.3 Evaluation Criteria for Section 1 ..... 21~~20~~

4.2 Section 2: Minimize impacts and inconvenience to the community, motorists, businesses, downtown and the public during construction. 21
4.2.1 Submittal Requirements 21
4.2.2 Points Available for Section 2 21
4.2.3 Evaluation Criteria for Section 2 ..... 22~~21~~

4.3 Section 3: Demonstrate a commitment to enhance the established project values 22
4.3.1 Submittal Requirements and Evaluation Requirements ..... 23~~22~~
4.3.2 Points Available for Section 3 24
4.3.3 Scoring Sections 1, 2, and 3 24

4.4 Volume IV: Project Plans and Schedule 25

4.5 Authorization of Project Executive Oversight Committee 25
4.5.1 Award without Negotiations 26
4.5.2 Negotiations 26
4.5.3 Best and Final Offers 26
4.5.4 Rejections of Proposals 26

5.0 PROCUREMENT REQUIREMENTS 27
5.1 Receipt of Request for Proposals Documents and Other Notices 27
5.2 Examination and Interpretation of Request for Proposals Documents 27
5.3 Addenda 28
5.4 (Reserved) 28
5.5 Improper Conduct 28
5.6 Withdrawal of Proposal After Proposal Due Date 28
5.7 Responsive Proposal 28
5.8 Stipend 28
5.9 Ownership of Proposals 29
5.10 Colorado Open Records Act 29
5.11 Changes in Proposer's Organization 30
5.12 Escrowed Proposal Documents 30
5.12.1 Format of Escrowed Proposal Documents (EDPs) 30
5.12.2 Review of Escrowed Proposal Documents 30
5.12.3 Return of Escrowed Proposal Documents 30
5.12.4 CDOT's Acknowledgment 31
5.13 Protests 31
5.13.1 Protests Regarding Request for Proposal Documents 31
5.13.2 Protests Regarding Responsiveness, Best Value Evaluation, or Award 32
5.14 Ex Parte Communications 32
5.15 Project Rights and Disclaimers 32
6.0 Contract Execution ..... 35~~34~~

FORMS

Form A	Proposal Letter / Incumbency Certificate
Form B	Information about Proposer and Major Participant
Form C	Non-Collusion Affidavit
Form D	Buy America Certification (FHWA)
Form E	Title 49, Code of Federal Regulations, Part 29 Debarment and Suspension Certification
Form F	Certification Regarding Use of Contract Funds for Lobbying
Form G	Certification of Compliance with Equal Opportunity Clause Requirements
Form H	Escrow Agreement
Form I	Key Personnel Information
Form J	Maximum Price Allocation Form
Form K	Option Price Form
Form K-1	Landscaping and Irrigation Pricing
Form L	Proposal Bond
Form M	Opinion of Counsel
Form N	Payment Bond
Form O	Performance Bond
Form P	Completion Deadlines
Form Q	Additional Requested Elements (AREs) Form
Form R	Additional Design Exceptions Form
Form S	OCIP Affidavit (OCIP - S(1)/OCIP-S(2))

1.0 INTRODUCTION

CDOT has issued this Request for Proposals (RFP), dated July 24, 2014 to solicit competitive Proposals for a Design-Build Contractor ("Contractor") to enter into a Contract ("Contract") to design and construct the I-25/Cimarron Design-Build Project (the "Project"). Proposals will only be considered from those Proposers ("Proposers") that were notified in writing by CDOT that they were short-listed under CDOT's Request for Qualifications (RFQ) issued on in May 2014.

This document constitutes the Instructions to Proposers (ITP) for the RFP. Proposers should not rely solely on the limited information contained in this ITP, but instead should also refer to the appropriate sections of the RFP Documents for specific information and requirements.

1.1 Certain Definitions

As used herein, the term "Major Participant" means any of the following entities: all general partners or joint-venture members of the submitter; all individual(s), person(s), proprietorship(s), partnership(s), limited-liability partnership(s), corporation(s), professional corporation(s), limited-liability company(ies), business association(s), or other legal entity, however organized, holding (directly or indirectly) a 25% or greater interest in the submitter; any subcontractor(s) that will perform Work valued at 30% or more of the overall Contract amount; the lead engineering/design firm(s); and each engineering/design sub-consultant that will perform 30% or more of the design work.

CDOT may disqualify a submitter if any of the submitter's Major Participants belong to more than one submitter organization.

Book 1, Exhibit A, contains the definitions of various other terms used in the RFP and not defined herein.

1.2 Request for Proposals Documents

The RFP package includes the following documents ("RFP Documents"):

1. Instructions to Proposers.
2. Contract Documents.
   A. Book 1 – Design-Build Contract.
   B. Book 2 – Technical Requirements.
   C. Book 3 – Applicable Standards, Data, and Reports.
   D. Book 4 – Contract Drawings.
   E. Book 5 – Reference Documents (for information only)

The Contract Documents will include Books 1 through 4. The Proposal will also be a Contract Document to the extent set forth in Book 1.

1.3 Project Description

The Project description is as set forth in Book 2, Section 1 of the Contract Documents.

1.4 Project Funding

The Project will be funded with a combination of state, Federal and local funds. Proposers must comply

with all applicable Federal, State and local requirements. This is an "Incremental Encumbrance" project, as authorized by section 24-91-103.6(7)(a), C.R.S. Pursuant to subsection (2) of section 24-91-103.6, not all of the funds needed to pay for the performance of the entire project will be encumbered, in advance, when the contract is executed and an option letter, as described in Book 1 of the contract, will serve as statements of subsequent encumbrance of project funds as they occur.

1.5 Project Goals and Values

The Project goals have been established for execution of the Project and are the basis for evaluation of the Technical Proposal.

The following Project Goals and objectives have been established for the project:

1. Maximize overall safety, capacity and operation of the interchange and the surrounding transportation network within the Project budget.

   a. Maximize interchange safety, capacity and operational improvements.

   b. Correct existing safety and operational deficiencies along I-25 and US 24 to ensure the smooth flow of traffic in the corridors.

   c. Preserve existing and support future multi-modal operational uses for vehicles, trucks and transit as well as trail and creek connections for bikes, pedestrians and other active modes of transportation.

2. Complete project construction to be fully operational before July 1, 2017.

3. Minimize impacts and inconvenience to the community, motorists, businesses, downtown and the public during construction.

   a. Minimize impacts to the I-25 mainline operations.

   b. Minimize impacts to the south-to-west and north-to-west ramp operations.

   c. Minimize impacts to traffic within the US 24 and Cimarron Street corridor as a gateway to the mountains, the historic Westside communities and downtown Colorado Springs.

   d. Maintain comprehensive and consistent communication with the community, stakeholders, traveling public and impacted businesses and residents. Note: CDOT will assume the primary responsibility for obtaining this objective.

4. Achieve an aesthetically-pleasing design compatible with current and future amenities and enhancements in and around the interchange. Note: This goal will be primarily obtained through the Technical Requirements of the Contract Documents and the Proposer's pricing for the Landscaping and Irrigation Option.

   a. Consider the interchange as a gateway to downtown Colorado Springs, the historic Westside communities and the US 24 corridor to the mountains.

b. Maximize compatibility with existing amenities, America the Beautiful Park, and the future southwest downtown area development.

c. Create opportunities to enhance trail and creek amenities alongside US 24, Fountain Creek and Monument Creek.

In addition the following core values of CDOT have been determined to be critical for the successful completion of the project.

- Quality
- Safety

1.6 Guaranteed Maximum Price (GMP)

The Work required for the Basic Configuration of the Project plus any Additional Requested Elements (AREs) included in the Proposal shall not exceed the Guaranteed Maximum Price (GMP) of $62.0 million, unless accepted subject to the provisions of Section 4.5.3 Best and Final Offers. The Proposer's submittal of each ARE to be included as part of the Proposal shall include a comprehensive narrative of the scope of work, including value added elements, to be completed as part of the ARE. The Basic Configuration and AREs are defined in Book 2, Section 1.

A Proposer must include all AREs in its Proposal, before it can submit a Proposal Price of less than the GMP. If a Proposers Price is higher than the GMP, its proposal shall not include any AREs.

1.7 Additional Requested Elements (AREs)

CDOT has identified AREs that it desires to have the Proposers include within the Guaranteed Maximum Price, as are described in Book 2, Section 1 and as further described in the ITP Section for Best Value Determination, and incorporated into the Basic Configuration as part of the Contractor's Proposal. Only entire fully functional, safe and operational AREs will be considered for Approval and shall be presented in accordance with the Section further describing the Proposal Process.

Each Proposer shall include as many of the AREs and portions of AREs as possible in its Proposal within the Guaranteed Maximum Price. The AREs are as set forth in Book 2, Section 1. The Proposer's submittal of each ARE to be included as part of the Proposal shall include a comprehensive narrative of the scope of work, including value added elements, to be completed as part of the ARE. The price to complete the ARE shall be identified as shown on Form J. At the discretion of CDOT, ARE prices provided in Form J may be used as a basis for a deductive Change Order to eliminate AREs from the Project, after award of the Project.

An Additional Requested Elements Diagram is included in Book 2, Section 1, Exhibit C.

1.8 Options

The Contractor shall include Landscaping and Irrigation Construction as an Option. Landscaping and Irrigation work will be paid for on a unit price basis for the unit prices provided by the Proposer on Form K-1. Landscaping and Irrigation pricing will be included in the evaluation of Proposals

The Proposer is required to include an Option Price for each Option with its Proposal on Form K. AREs that the Proposer is unable to include in its Proposal within the Guaranteed Maximum Price shall become Options, with the exception of ARE 4, the Contractor Defined ARE, which shall not be included as an Option. CDOT will not consider ARE Option Prices in its evaluation of the Proposals.

Prior to the dates indicated in Book 1, Section 13.2.3, CDOT shall have the right, but not the obligation, to accept any one or more of the Options at the Option Price included in the Proposal

1.9 Contract Drawings and Reference Documents

The Contract Drawings are Contract requirements. Subject to the Contractor's right to a Change Order set forth in the Contract, with respect to Necessary Design Changes, the Proposer has sole responsibility for reviewing the preliminary design and assessing its adequacy or inadequacy to meet the Contract requirements.

The Contractor is not required to conform to the drawings included in the Reference Documents except to the extent incorporated by the Basic Configuration description set forth in Book 2, Section 1, and to the extent specifically incorporated in the Contract Documents, although such documents contain design solutions and other information that the Proposer may find valuable in meeting the requirements of the Contract Documents. Regardless of the level of completion or suitability of any portion of the Reference Documents, the Contractor shall be solely responsible for Project design and CDOT shall have no liability or obligation as a result of design work contained in the Reference Documents. The Reference Documents are provided solely for Proposer's reference and are without representation or warranty by CDOT, unless specifically stated otherwise in Book 1.

1.10 Notice to Proceed

CDOT will complete the procurement process and issue the First Notice to Proceed (NTP1) within 30 Days after contract execution..

1.11 Procurement Schedule

The following dates are anticipated, and subject to modification, for Project milestones leading to the Award of the Contract:

Table 1.11 **PROCUREMENT SCHEDULE**	
MILESTONE	**DATE**
Issue Draft RFP to Shortlisted teams	May 29, 2014
Session #1 of one-on-one confidential meetings for Draft RFP clarifications and Alternative Technical Concepts (ATCs) with Proposers	June 16, 2014 thru June 20, 2014
Session #2 of one-on-one confidential meetings for Draft RFP clarifications and Alternative Technical Concepts (ATCs) with Proposers	July 7, 2014 thru July 11, 2014
Issue Final RFP to Shortlisted Teams	July 24, 2014
Session #1 of one-on-one confidential meetings for Draft RFP clarifications and Alternative Technical Concepts (ATCs) with Proposers	August 4, 2014 thru August 8, 2014
Session #2 of one-on-one confidential meetings for Draft RFP clarifications and Alternative Technical Concepts (ATCs) with Proposers	September 8, 2014 thru September 12, 2014
Session #3 of one-on-one confidential meetings for Draft RFP clarifications and Alternative Technical Concepts (ATCs) with Proposers	October 20, 2014 thru October 23, 2014
Final Submittal Due Date for all ATCs.	November 13, 2014
Last Day for Requests for Clarifications (RFCs).	November 13, 2014
Last Day for CDOT Responses to ATCs and RFC's	November 20, 2014

Last Day for Requests for Clarifications (RFCs) in response to CDOT Comments on ATC's.	December 4, 2014
Final Addendum to RFP issued	~~December 4~~January 8, ~~2014~~2015
Proposal Due Date (Volumes I, III, and IV)	~~December 18~~January 22, ~~2014~~2015
Proposal Volume II and Escrowed Proposal Documents (EPDs) due Date	January 22, 2015~~December 18, 2014~~
Proposal Evaluations	January 22, 2015~~December 18, 2014~~ through February 26, 2015~~January 22, 2015~~
Selection notification (Bid Opening)	~~January 22~~February 26, 2015
Anticipated Design-Build NTP 1	~~March~~ April 2015
Interchange, Ramps and Bridges Fully Operational and Final Basic Configuration Pavement, Signals, Signage and Striping Complete in Place	~~October~~ December 1, 2017
Project Completion	~~December~~ April 31, ~~2017~~2018

2.0 PROPOSAL PROCESS

2.1 Pre-Proposal Meetings

2.1.1 One-on-One Meetings

CDOT will offer up to two meetings during the Industry Review and two confidential meetings during Final RFP phase for each of the Proposers.

The One-on-One meetings shall be utilized by all Proposers to provide the opportunity for clarifications of the RFP and for ATCs. The Industry Review meeting will held primarily to solicit commentary on the Draft RFP. The Proposers may discuss potential ATCs during the Industry Review meeting, but are cautioned that as the Final RFP has not been issued all topics discussed may not be considered proprietary.

One-on-one meetings held after the issuance of the Final RFP will be primarily to present and discuss proprietary and confidential ATCs. Subject to applicable law, CDOT will use reasonable efforts to maintain confidentiality during the Proposal process. The foregoing shall not preclude CDOT from using ideas in accordance with the Contract Documents.

Each meeting shall be no longer in duration than four (4) hours.

The Proposer shall provide the proposed agenda and questions for each meeting five (5) Working Days in advance of the meeting date, along with any requests for attendance by any technical experts relevant in the matters to be discussed.

Lesley Mace is the CDOT Project Manager. As the Project Manager, Ms. Mace is CDOT's sole contact person and addressee for receiving all communications regarding the Project. All inquiries, comments and scheduling of meetings regarding the Project shall be sent by e-mail. The meetings will be held at CDOT's Colorado Springs Office.

E-mail inquiries, comments and scheduling of meetings regarding the Project shall be sent to: lesley.mace@state.co.us and shall include the wording "19039 Inquiry Request" in the "subject" line

Subject to applicable law, CDOT will use reasonable efforts to maintain confidentiality during the One-on-one Meeting process. The foregoing shall not preclude CDOT from using ideas in accordance with the Contract Documents.
.

2.2 Pre-Proposal Submittals

2.2.1 Alternative Technical Concepts (ATCs)

CDOT encourages the Proposer to recommend alternatives to the Basic Configuration as described in Book 2, Section 1. The Basic Configuration is a Contract requirement except to the extent that it is superseded by pre-Approved ATCs under this Section.

CDOT also encourages the Proposer to recommend alternatives to the technical requirements. Recommended alternatives to these requirements found in Book 2, Sections 2 through 20 shall be considered ATCs under this Section.

ATCs will be Approved by CDOT that are equal or better in quality or effect with the Contract Basic Configuration and Contract requirements (as determined by CDOT in its sole discretion). ATCs that provide less than equal quality and, or effect with the intent of saving Project cost for other undefined uses will not be Approved. ATCs that provided less than equal quality and, or effect to the Basic Configuration for the purposes of including more AREs in the Contractor's proposal will not be Approved.

Except for incorporating ATCs with written responses from CDOT, the Proposal may not otherwise contain exceptions to or deviations from the requirements of this RFP.

The ATC submission must include:

1. Identification: A sequential ATC number.
2. Description: A description and conceptual drawings (if applicable) of the ATC or other appropriate descriptive information.
3. Usage: An explanation of where and how the Proposer would use the ATC on the Project.
4. Deviations: References to the RFP requirements with which the ATC is recommended as an alternative, with specific revisions shown to the related text of the Contract Documents, and a request for Approval of such alternative.
5. Analysis: An analysis justifying the Proposer's use of the ATC and describing how it provides equal or better quality or effect.
6. Impacts: A preliminary analysis of potential environmental impacts/clearances (including NEPA reevaluations), community impacts (including additional public involvement), safety impacts, and maintenance and operational impacts and lifecycle cost that the Proposer would be required to complete as part of the Work.
7. Cost and Benefit Analysis: A detailed breakdown of any savings that would accrue to CDOT as a result of the ATC or a statement to the effect that there are no such cost savings. If a savings is realized, where will the savings be applied to maximize Project scope and if it reduces the GMP.
8. Schedule Impacts: An estimate of any impact to the schedule necessary to design and construct the Project resulting from implementing the ATC, as well as a schedule graphically showing the ATC impact or a statement to the effect that there are no impacts.
9. Risks: A description of any additional risks to CDOT or third parties associated with implementation of the ATC.
10. Quality: A description of how the ATC, in terms of quality and performance, is equal to or better than the RFP requirements.
11. Right-of-Way: A description, estimated cost, and procurement schedule of any additional right-of-way required to implement the ATC as part of the Work.
12. Any other information required by CDOT

In the event that implementation of an ATC will require Governmental/environmental Approvals/clearances, the Proposer shall have full responsibility for obtaining any such Approvals/clearances. If any required Approval/clearance is not subsequently granted, with the result that

the Proposer must change its approach to meet the original requirements of the Contract Documents, the Proposer will not be eligible for a Change Order that increases the Contract Price or extends the Completion Deadline.

2.2.2 CDOT's Review of ATCs

CDOT intends to review the ATCs and provide verbal comments, as determined in CDOT's sole discretion, to each Proposer during one-on-one meetings in advance of submission. Verbal comments shall not be considered Approval or denial of the proposed ATCs.

CDOT's written response to submitted ATCs will be limited to one of the following statements:

1. The ATC is approved.
2. The ATC is not approved.
3. Identification of any conditions, which must be met in order to approve the ATC.

Proposer may incorporate zero, one or more Approved ATCs as part of its Proposal. If CDOT responded to an ATC by stating that certain conditions must be met for Approval, Proposer may incorporate such ATC with conditions into the Proposal at its risk. If Proposer incorporates an ATC with conditions into its Proposal, the Proposer shall be responsible to comply with such ATC conditions if Awarded the Contract. Copies of CDOT's ATC Approval letters for each incorporated ATC shall be included in the Proposal.

Except for incorporating Approved ATCs or ATCs with conditions at Proposer's risk, , in accordance with these and other Contract Document Requirements, the Proposal may not otherwise contain exceptions to or deviations from the requirements of the RFP.

2.2.3 Pre-Proposal Submission of ATCs

CDOT ATC meetings with each Proposer, if any, are subject to the Colorado Open Records Act. All discussions with the Proposers regarding ATCs will remain confidential.

The Proposer shall submit four hard copies and two electronic PDF copies of its desired ATCs in a sealed container no later than the date shown in the Procurement Schedule to:

Lesley Mace, Project Manager
Colorado Department of Transportation – Region 2
1480 Quail Lake Loop
Colorado Springs, CO 80906

Clearly shown on the outer cover of the container shall be the following:

1. Identity of the Proposer
2. "Alternative Technical Concepts for the I-25/Cimarron Street (US 24) Interchange Design-Build Project, Project No. IM 0252-423, Subaccount Number 19039." The words "**CONFIDENTIAL – PROPRIETARY INFORMATION**" shall be clearly shown on the outer cover of the container.

2.2.4 General

CDOT anticipates that comments provided to each Proposer will be sufficient to enable the Proposer to make any necessary changes to its ATCs. However, if the Proposer wishes additional clarification

regarding necessary changes, the Proposer may provide a written Request for Clarification under subsequent procedures.

2.3 Reserved

2.4 Proposal Structure, Format, and Quantities

2.4.1 Proposal Structure

The Proposal shall contain the volumes listed below and shall respond fully to all applicable requirements of the RFP.

Volume I	Executive Summary
Volume II	Proposer Information and Certifications
Volume III	Technical Proposal
Volume IV	Project Plans and Schedule

Unless stated otherwise, all Proposal forms included as part of this ITP shall be completed by the Proposer and submitted with Volume II.

2.4.2 Proposal Format

The Proposer shall adhere to the format and minimize page count by presenting information as clearly and concisely as possible. Documentation that is difficult to read may be rejected and may lead to disqualification. Justification shall be provided for any significant deviation from these guidelines.

The format is provided to promote uniformity in the responses to the RFP and to facilitate the evaluation process.

1. Text

   Text shall be in English in a standard font, a minimum of 11 point type in height, single-spaced. A minimum font of 8 point type in height shall be used for tables, figures, drawings, and graphics.

2. Pages and Page Numbering

   For purposes of this Proposal, “page” shall mean one side of an 8.5- x 11-inch wide/white paper except where 11- x 17-inch is specifically allowed 8.5 x 11-inch pages may be submitted in single sided or double sided format. Drawings shall be submitted on 11- x 17-inch wide/white paper and shall not be two-sided to facilitate review and reproduction.

   Schedule plots shall be on 11- x 17-inch wide/white paper, folded, and inserted in an envelope or similar holder that is incorporated into the related submitted volume.

   Pages must be numbered in each volume consecutively; (i.e., Volume I-1, Volume I-2, Volume II-1, Volume II-2, etc.). Page numbers shall be centered at the bottom of each page.

3. Binding and Dividers

   Each volume shall be bound in loose-leaf binders, with dividers separating each section, which will allow pages to be easily added or removed. Pages containing materials with proprietary, trade secrets, or confidential information should be clearly marked as such. In addition, the covers of

any volumes containing any proprietary, trade secrets, or confidential information shall be marked accordingly.

Sections One, Two, and Three of Volume III shall be separated with dividers or bound individually in loose-leaf binders. Page numbering shall conform to the requirements above.

4. Reproduction

   The information presented in the Proposal shall be easily reproducible by common black and white photocopying machines.

5. Color Photographs, Renderings, Brochures

   Color photographs, renderings, and brochures shall be adequately bound and suitably protected for handling and circulation during review.

2.4.3 Number of Copies

The Proposer shall provide one (1) complete original hard copy of each Volume of the Proposal, clearly labeled "Original."

In addition, the Proposer shall submit duplicate hard copies for each Volume as outlined below. Each duplicate hard copy must be identified in the upper right-hand corner of its front cover as "Copy ? of (DEFINE NUMBER OF COPIES) Copies.

- 10 duplicate hard copies of Volume I Executive Summary
- 2 duplicate hard copies of Volume II Proposer Information and Certifications
- 10 duplicate hard copies of Volume III Technical Proposal, Technical Proposal Drawings, AREs and ATCs

The Proposer shall also submit two (2) electronic copies of the Proposal (in PDF format). Each entire Volume of the Proposal shall be submitted on a separate CD, which shall be included with the original hard copies of that Volume. The electronic copies may include Proposal forms that are not executed.

2.5 Submission of Proposals

The Proposal Volumes, I, III and IV must be received at the address set forth below by **10:00 a.m., Mountain Time,** on the Due Date, as shown in this ITP. It is the Proposer's sole responsibility to see that its Proposal is received as required. Proposals received after the date and time due shall be rejected without consideration or evaluation.

One original document shall be submitted in a separate sealed container(s). The original document shall have signature(s) of the authorized representative(s) of the Proposer's organization in BLUE ink and shall have the word "ORIGINAL" clearly marked on the outer cover of each volume in the set.

The sets shall clearly show on the outer cover and the packing container the following:

1. Identity of the Proposer
2. Proposal Volume ?, Original or Copy ? of (DEFINE NUMBER OF COPIES) Copies, - I-

25/Cimarron Street (US24) Interchange, Design-Build Project, Project No. IM 0252-423, Subaccount Number 19039." The words "**CONFIDENTIAL – PROPRIETARY INFORMATION**" shall be clearly shown on the outer **cover of the container for such infor**mation.

The Proposer shall submit the sealed containers to:

Lesley Mace, Project Manager
Colorado Department of Transportation – Region 2
1480 Quail Lake Loop
Colorado Springs, CO 80906

~~One (1)~~ and duplicate copies of the Volume II Proposer Information~~,~~ ITP Form A, B, C, D, E, F, G, H, J, K, ~~and~~ K-1~~,~~ L, N, O, S, S-1 and S-2 and Book I Exhibit L & J and Certifications, shall ~~also~~ be submitted by **10:00 a.m. Mountain Time,** on the due Date, as shown in this ITP, in a sealed envelope with the identity of the Proposer, Proposal Volume II, Proposer Information, Certifications and Price, I-25/Cimarron Street (US24) Interchange, Design-Build Project, Project No. IM 0252-423, Subaccount Number 19039, and titled clearly on the outer cover of the envelope. The Proposer shall submit the sealed envelopes to:

David Wells
Agreements & Contracts
CDOT Contracting Officer, Fourth Floor
4201 East Arkansas Avenue
Denver, CO 80222

2.6 Evaluation of Proposals

2.6.1 Responsiveness Evaluation

The Proposals will be reviewed for:

1. The Proposal's conformance to the ITP instructions regarding organization and format.
2. The responsiveness of the Proposer to the requirements set forth in the RFP.
3. Minor informalities, irregularities, and apparent clerical mistakes that are unrelated to the technical content of the Proposals.
4. Compliance with the pass/fail criteria set forth in this ITP.

CDOT will have the right to submit written questions to the Proposers regarding the Proposals for the following purposes:

1. Resolving any uncertainties or to obtain clarifications concerning the Proposal.
2. Resolving any suspected mistakes by calling them to the attention of the Proposer.
3. Providing the Proposer a reasonable opportunity to submit any revision to its Proposal that may result from the questions.

Those Proposals not responsive to this RFP may be excluded from further consideration and the Proposer will be so advised. CDOT may also exclude from consideration any Proposer whose RFP contains a misrepresentation.

2.6.2 Proposer's Price

As part of the responsiveness evaluation, CDOT will determine whether the Proposer has indicated on Form J that its Technical Proposal and any AREs/ATCs, submitted in accordance with these ITP and other Contract Document requirements are included in the Proposer's Price**.**

2.6.3 Evaluation Criteria

A summary of the Proposal evaluation criteria is provided as follows:

Table 2.6.3
EVALUATION CRITERIA

VOLUME	EVALUATION FACTOR
Volume I: Executive Summary	Pass/Fail
Volume II: Proposer Information and Certifications	Pass/Fail
Volume III: Technical Proposal	Maximum 100 points total
Section 1: Maximize overall safety capacity of the interchange and surrounding transportation network within the Project Budget	Maximum 27 points
Section 2: Minimize impacts and Inconvenience to the community, motorists, businesses, downtown and the public during construction.	Maximum 25 points
Section 3: CDOT's Core Values of Quality and Safety	Maximum 48 points
Volume IV: Project Plans and Schedule	Supporting Documents for Volume III Evaluations

The maximum number of points allocated to Volume III - Technical Proposal, Section 1, 2, and 3 is as indicated in Table 2.6.3 - Evaluation Criteria. Actual points awarded shall be determined by the evaluation identified per Section 4.4 – Scoring Sections One, Two and Three and based on the total Best Value Score discussed in Section 2.8.

2.6.4 Pass/Fail Criteria

The Proposer Information, Price Information and Certifications will be evaluated on a "pass/fail" basis. A Proposal must receive a "pass" for the Proposal to be further evaluated.

Failure to achieve a "pass" rating on a "pass/fail" factor or sub-factor may result in the Proposal being declared non-responsive and the Proposer being disqualified.

Failure to submit information in the manner, format, and detail specified herein might result in the Proposal receiving a “fail” rating and being declared non-responsive.

2.6.5 Ranking Criteria for Volume III

Ranking Criteria for the Technical Proposal are addressed in detail in Section 4 of this ITP.

2.7 Additional Information

CDOT may at any time request additional information or clarification from the Proposer or may request the Proposer to verify or certify certain aspects of its Proposal.

2.7.1 Oral Presentations

CDOT reserves the right to invite the Proposers to make oral presentations in accordance with guidelines established by CDOT.

2.8 Best Value Determination

Award of the Project will be based on a Best Value determination. The ranking of each of the Proposals shall be an assessment of price and the Technical Proposal.

Accordingly, determination of Best Value is defined by multiplying the Technical Proposal score by a ratio of the combined Guaranteed Maximum Prices as defined in the ITP divided by the Proposer’s Price.

$$\boldsymbol{TOTAL\ SCORE} = Technical\ Proposal\ Score * \frac{GMP}{Proposer\ \ Price}$$

The Proposer with the highest score will then be determined to have the Best Value Proposal and will be selected by CDOT.

To ensure transparency and build continued trust with the industry, the Colorado Department of Transportation will disclose each Proposer’s Technical Proposal Score, Proposer Price, and Total Score. This disclosure will be made during CDOT’s standard Bid Opening process, where the proposer with the highest Best Value Score will be announced as the "Apparent Selected Proposer.”

This approach of revealing the Apparent Selected Proposer is in complete compliance with Federal and State regulations for Bid Opening and Design-Build Processes regarding no conflict or breach of confidentiality. In addition, all Technical Evaluations shall be completed before the Price Proposals are revealed.

2.9 Authorization of Proposal Evaluation Board (Executive Oversight Committee)

The CDOT Project Manager will present the selection results to the Project’s Executive Oversight Committees and CDOT’s Upper Management and recommend that it authorize Award, negotiations, Best and Final Offers (BAFO), or rejection of all Proposals, as follows:

2.9.1 Award without Negotiations

The CDOT Project Manager may request Award of the Contract without negotiations to the Proposer with the Best Value Proposal.

2.9.2 Negotiations

The CDOT Project Manager may request authorization to proceed with negotiations prior to Award. Such negotiations shall be limited to allocation of the Proposer's Price among the various Work Breakdown Structure (WBS) items desired by CDOT, inclusion of one or more AREs, or any factors affecting the Project which have become known after the date of issuance to the last Addendum to this RFP.

2.9.3 Best and Final Offers (BAFO)

If one Proposal is submitted with the a Proposal Price equal or less that the Guaranteed Maximum Price defined in Book 1 and submitted/signed on Form J, and an overall Technical Proposal Score of Good or better, CDOT does not intend to request BAFOs, but reserves the right to do so.

If the CDOT Project Manager determines discussions are necessary, the CDOT Project Manager may request authorization to enter into discussions with the Proposers, revise the RFP, and request BAFOs.

At the conclusion of the discussions, a final common cut-off date, which allows a reasonable opportunity for submission of written final revisions, will be established and those Proposers selected to remain will be notified to submit Proposal revisions. CDOT will consider the revised information and reevaluate and revise ratings as appropriate.

2.9.4 Rejections of Proposals

CDOT may reject all Proposals without BAFOs.

3.0 PROPOSAL REQUIREMENTS

3.1 Volume I – Executive Summary

The Proposer shall submit an Executive Summary limited to no more than 15 pages, inclusive of text, photographs, and/or renderings. Up to a maximum of three of the pages may be 11x17 inch format. The Executive Summary shall contain sufficient information to familiarize reviewers with the Proposer's Project approach and its ability to satisfy the legal and financial requirements of the Contract. The Proposer is encouraged to highlight in the Executive Summary those items that, in the opinion of the Proposer, represent added value by exceeding the RFP requirements and Project goals and may distinguish its Proposal from those of other Proposers.

The Executive Summary shall include a brief and comprehensive summary of pertinent information from each Volume of the Proposal, as follows:

1. Proposal Overview Statement. A summary of the Proposal organization and contents. Include a table of contents of the Proposal that has page numbers identified.

2. Proposer Information and Certifications. A summary of the legal structure of the Proposer, agreements among the Proposer team members, and any legal commitments to the Project.

3. Technical Proposal. A summary of the Proposer's Technical Proposal. Include a brief discussion of the benefits associated with implementing any ATCs and AREs incorporated in the Technical Proposal.

The Executive Summary shall be suitable for presentation to, and for review by the Project Upper Management and other Project Stakeholders. The Executive Summary may be released to the media after Award of the Contract. Therefore, sensitive or confidential information that may be misused, misconstrued, or misrepresented should not be included or discussed in the Executive Summary.

3.2 Volume II – Proposer Information and Certifications

3.2.1 Proposal Letter

The Proposer shall submit a Proposal letter using Form A.

3.2.2 Information about Proposer Organization

The Proposer shall include Form B for the Proposer and for each Major Participant with modifications as appropriate for each Major Participant.

3.2.3 Changes in Proposer's Organization; Changes from Statement of Qualifications

The Proposer shall describe any changes in the Proposer's organization since the SOQ submittals, including Key Personnel or Major Participants (see additional information below), and shall include Form I and submit a copy of CDOT's Approval letter for each such change.

3.2.4 Non-Collusion Affidavit

The Proposer shall submit Form C certifying that the Proposal is not the result of and has not been influenced by collusion.

3.2.5 Buy America Certifications

The Proposer shall submit Form D.

3.2.6 Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Form E shall be completed by the Proposer and Major Participants and shall be submitted with the Proposal. Form E, with respect to Subcontractors and others than the Proposer and Major Participants, may be submitted up to 10 Days after the Proposal Due Date or after the subcontract has been executed.

3.2.7 Use of Contract Funds for Lobbying

The Proposer shall submit Form F regarding use of Contract funds for lobbying.

3.2.8 Equal Employment Opportunity

Form G shall be completed by the Proposer and Major Participants and shall be submitted with the Proposal. Form G, with respect to Subcontractors and others than the Proposer and Major Participants, may be submitted up to 10 Days after the Proposal Due Date or after the subcontract has been executed.

3.2.9 Authorization Documents

3.2.9.1 Organizational Documents

The Proposer shall provide a copy of the articles of incorporation and bylaws, the joint venture agreement, partnership agreement, limited liability company operating agreement, or equivalent organizational documents for the Proposer and each Major Participant. The documents shall be consistent with the responsibilities to be undertaken by the Proposer and Major Participants under the Contract.

3.2.9.2 Evidence of Good Standing and Qualification to do Business

If the Proposer is a corporation or limited liability company, the Proposer shall provide evidence that the Proposer is in good standing in the state of its incorporation/organization and of current qualification to do business in the State of Colorado. If the Proposer is a joint venture or partnership, the Proposer shall provide the foregoing evidence for each member of the joint venture or each general partner.

3.2.9.3 Authorization to Bind Proposer

The Proposer shall provide evidence in the form of a certified resolution of its governing body and, if the Proposer is a partnership, joint venture or limited liability company, of the governing bodies of the Proposer's general partners, joint venture partners, or members, evidencing the capacity of the person(s) signing the Proposal to bind the Proposer should CDOT elect to accept it without negotiations or Best and Final Offers (BAFO).

The Proposer shall also provide appropriate evidence regarding the authority of any designated individual(s) to sign the certificates required by this RFP on behalf of the Proposer. Such authorization may take the form of a certified copy of corporate or other resolution(s) authorizing the same.

3.2.9.4 Authorization to Negotiate

The Proposer shall provide appropriate evidence regarding authorization of one or more individuals to participate in the negotiation process described herein and make binding commitments to CDOT in connection with this RFP. Such authorization may take the form of a certified copy of corporate or other resolution(s) authorizing the same.

3.2.9.5 Joint and Several Liability

If the Proposer is a joint venture, partnership, or limited liability company, the Proposer shall provide a letter from each partner or member of the joint venture or limited liability company stating that the respective partner or member of the joint venture or limited liability company agrees to be held jointly and severally liable for any and all duties and obligations of the Proposer under the Proposal and under any Contract or other agreement arising there from.

3.2.10 Escrow Agreement

The Proposer shall deliver with its Proposal three signed originals of the Escrow Agreement on Form H. The Proposer shall also deliver the Escrowed Proposal Documents (EPD) per Form H, and as specified in the Escrow Agreement, by 10:00 a.m. Mountain Time on the EPDs Due Date, as specified in the Procurement Schedule. The CDOT Project Manager and the Proposer can agree to a different method of providing EPDs to CDOT.

3.2.11 Proposal Bond

The Proposer shall submit a Proposal Bond in the sum and in the form set forth in Form L. The Proposal Bond shall be issued by a fully qualified surety company meeting the requirements set forth in Book 1.

3.2.12 Price Information (ITP Forms J, K and K-1 and Book I Exhibits L & J)

The Proposer shall indicate a breakdown of the pricing as indicated on the ITP Forms J, K and K-1 and Book I Exhibits L & J. The Proposer is advised that the work B items on Form J, K & K-1 encompass all of the Work, including all AREs included in the Proposal, although the WBS descriptions may not specifically identify each element of the Work. As stated above, this is an Incremental Encumbrance project and only the NTP1 Payment Cap will be encumbered with the initial contract.

3.3 Volume III – Technical Proposal

The Technical Proposal submission requirements are outlined in detail in Section 4 below. The total page limit for the Volume III Technical Proposal shall not exceed 175 pages, exclusive of required forms, dividers and tables of contents. 11 x 17 sheets may be used but shall be numbered and counted as two pages.

3.4 (Reserved for Future Use)

3.5 Approved ATCs

ATCs if incorporated into the Proposal, shall be included with the Proposal Volume IV. The Proposer shall provide CDOT's ATC Approval letters with the Proposal as well as the complete submittal information that was the basis for these CDOT responses.

3.6 DBE/ESB Information

3.6.1 Disadvantaged Business Enterprises/Subcontracting and Small Business Requirements

The Proposer shall comply with the Disadvantaged Business Enterprises (DBE) and Emerging Small Business (ESB) requirements contained in Book 1, and shall submit the required information and forms in Volume II.

3.7 Options Proposal – Refer To Section 1.8

4.0 TECHNICAL PROPOSAL CONTENTS AND EVALUATION CRITERIA

These goals are the basis for the Technical Proposal contents and evaluation:

4.1 Section 1: Maximize overall safety, capacity and operation of the interchange and the surrounding transportation network within the Project budget. Achieve an aesthetically-pleasing design compatible with current and future amenities and enhancements in and around the interchange.

4.1.1 Submittal Requirements

Additional Requested Elements:

a. Form Q completed showing the AREs and portions of AREs included in the Proposal

b. A narrative describing the scope of each ARE included in the Proposal. Include descriptions of major Work elements, length of the improvement, and any other distinguishing features of the design including any pre-Approved ATCs that may modify AREs.

c. The Contractor Defined ARE shall follow the ATC process for review and approval prior to inclusion in the proposal as ARE 4 Contractor Defined ARE.

Note: Include plans for the Basic Configuration, ATCs and AREs in Volume IV

Landscaping and Irrigation Pricing

a. Landscaping and Irrigation Pricing provided in Form K-1

4.1.2 Points Available for Section 1

SECTION 1: Additional Requested Elements (AREs) and Landscaping and Irrigation	Points
1. Full Width I-25 Bridges	3
2A. Widen US 24 Bridge over Fountain Creek and provide Additional lanes to 8th	4
2B. Replace US 24 Bridge over Fountain Creek and provide Additional lanes to 8th	13
3. Trail and Creek Improvements along Fountain Creek up to 8th Street	2
4. Contractor Defined ARE (additional operational Improvements on US 24 and at the I-25 and US 24 interchange.)	7
5. Pricing of Landscaping and Irrigation Option	2
Maximum Subtotal Points (ARE 2A and ARE2B are Mutually Exclusive):	**27**

4.1.3 Evaluation Criteria for Section 1

For AREs 1, 2, and 3, each ARE included in the Proposal will be given the total number of points available for that ARE. ARE 4 will be variably scored up to a maximum of 7 points based on its effectiveness at providing additional capacity and operations improvements on US 24 and at the I-25 and US 24 interchange.. A reduction of the GMP can only occur if ARE's 1 thru 4 are included in the Proposal.

Evaluation of Item 5. Landscaping and Irrigation Pricing will be based on the Proposer pricing relative to the lowest Proposer's pricing, in accordance with the following formula:

$$\text{Landscaping and Irrigation Score} = 2 \text{ pts} \times \frac{\text{(Lowest Total Price for Landscaping and Irrigation)}}{\text{(Proposers Total Price for Landscaping and Irrigation)}}$$

4.2 Section 2: Minimize impacts and inconvenience to the community, motorists, businesses, downtown and the public during construction.

4.2.1 Submittal Requirements

1. Project Completion Deadlines (Form P).
   a. Provide MOT Duration and Project Completion Schedule and Milestones on Form P.
2. Maintenance of Traffic.
   a. Provide narrative discussion of Maintenance of Traffic (MOT) approach. Include draft construction phasing plans with notes in Volume IV. Provide incident management approach and commitments.

4.2.2 Points Available for Section 2

SECTION 2: Minimize impacts and inconvenience to the community, motorists, businesses, downtown and the public during construction.	**Points**
1. Minimizing Duration of Construction Impacts (Maximum allowed Calendar Days = 850)	5
2. Minimizing Duration of Cimarron Closure (Maximum allowed Calendar Days = 120)	5
3. Minimize Duration of Northbound On-Ramp Closure (Maximum allowed Calendar Days = 90)	5
~~5~~4. Effectiveness of overall MOT Plan	10
Maximum Subtotal Points:	**25**

4.2.3 Evaluation Criteria for Section 2

1. Project Operational Completion Deadline Duration Deadlines:

   a. Duration Deadline commitments that are less than the maximum allowed, and any Duration Deadline commitments in addition to those required in Form P.

      Duration Deadline commitments will be scored based on the Proposer's commitments relative to the proposer that commits to the shortest Duration Deadline. The equation that will be used is:

      Duration Deadline Points = MxPts x (CDR/CDRmx)

      MxPts = Maximum allowed points for the Duration Deadline

      CDR = Proposer's Calendar Day Reduction

      = Maximum allowed Calendar Days – committed Calendar Day in Form P

      CDRmx = Calendar Day Reduction of the Proposer with the shortest Duration Deadline.

      The Duration of Construction Impacts encompass a continuous duration from the first traffic impact until the project is operationally complete. Fragmented time of construction impacts of the work within the ROW will not be discounted from the calendar days.

   b. Operational Completion Deadline commitment to an earlier date than October 1, 2017

2. Maintenance of Traffic.

   The effectiveness of the construction phasing plan in maximizing capacity and safety of the flow of traffic throughout the construction of the project, and that meets and exceeds the Project Goals and objectives, as measured by the following elements:

   a. Geometric characteristics of the I-25 mainline during the construction period.
   b. Interchange ramps and local streets during construction period.
   c. Minimizing the number of major traffic alignment shifts (including the number and duration of I-25 mainline crossovers).
   d. Minimizing the use of reduced shoulder widths.
   e. Minimizing the number, extent, and durations of required lane closures on the I-25 mainline.
   f. Approach to maintaining temporary lanes, barriers, signing, striping, signals and other traffic control devices.
   g. Approach to responding to and clearing incidents in the Project area.
   h. Approach to maintaining pedestrian access.
   i. Operational Completion of the Project on or before the required date of October 1, 2017.

4.3 Section 3: Demonstrate a commitment to enhance the established project values

CDOT has determined that the following core values are critical to the success of the project.

- **Quality:** Quality is defined by the technical quality of the design, the quality of the design and construction processes and the Quality Management Plan.

- **Safety:** Safety is defined as providing a high level of safety throughout the construction of the project, for both the project team and the traveling public, and by a project design that maximizes the permanent safety of the Project in accordance with the Project Goals and objectives.

4.3.1 Submittal Requirements and Evaluation Requirements

Quality: Quality is measured by the technical quality of the design, the quality of the design and construction process and the Quality Management Plan.

1. Project Technical Approach:

   The Basic Configuration:

   Provide a narrative that describes the Basic Configuration. Include in the narrative a discussion of elements such as pavements, major drainage structures, storm sewers, bridge structures, and retaining walls. Include any pre-Approved ATCs that may modify the Basic Configuration.

   Provide a project specific narrative describing your approach and contractual commitments to providing a high quality design and added value to the Project in meeting and exceeding the Technical Requirements of the project. Discuss critical technical issues and design approaches to the successful resolution of them.

   Provide a narrative describing your approach in resolving the critical technical issues of the project.

2. Project Management Approach:

   Provide a project specific narrative describing your approach and commitments to the management of the project which may include such topics as design and construction management, budget and schedule management, dispute resolution and other management elements essential to the success of the project.

   Evaluation of the Project Management Plan will include an assessment of the Contractor's approach and commitments to the mitigation of potential settlements of roadway embankments

Quality Management Plan:

Provide a project specific narrative describing your approach and commitments to ensuring that a high level of quality is maintained throughout the design and construction of the project.

Evaluation of the Quality Management Plan will include an assessment of the Contractor's approach and commitments to the mitigation of potential settlements of roadway embankments

Safety Management Plan

Provide a project specific narrative describing your approach and commitments to ensuring that a high level of safety is maintained throughout the construction of the project, for both the project team and the traveling public.

4.3.2 Points Available for Section 3

SECTION 3: Demonstrate a commitment to enhance the established project values.	**Points**
1. Project Technical Approach	38
2. Project Management Approach (Project Management Plan, Quality Management Plan, Safety Management Plan)	10
Maximum Subtotal Points:	**48**

4.3.3 Scoring Sections 1, 2, and 3

The following "Adjective Ratings" and "Percent of Maximum Score," exclusive of the pass/fail components, and milestone schedule components, will be used for scoring Sections 1, 2, and 3, of the Volume III Technical Proposal and are listed below:

Adjective Rating	**Description**	**Percent of Max. Score**
Excellent (E)	Proposal supports an **extremely strong expectation of successful Project performance** if ultimately selected as the Contractor. Proposal indicates significant strengths and/or a number of minor strengths and no weaknesses. Proposer provides a consistently outstanding level of quality.	100 - 90%
Very Good (VG)	Proposal indicates significant strengths and/or a number of minor strengths and no significant weaknesses. Minor weaknesses are offset by strengths. There exists a **small possibility** that, if ultimately selected as the Contractor, the minor weaknesses could **slightly affect** successful Project performance adversely.	89 - 75%
Good (G)	Proposal indicates significant strengths and/or a number of minor strengths. Minor and significant weaknesses exist that could detract from strengths. While the weaknesses could be improved, minimized, or corrected, it is **possible** that if ultimately selected as the Contractor, the weaknesses **could adversely affect** successful Project performance.	74 - 51%
Fair (F)	Proposal indicates weaknesses, significant and minor, which are not offset by significant strengths. No significant strengths and few minor strengths exist. It is **probable** that if ultimately selected as the Contractor, the weaknesses **would adversely affect** successful Project performance.	50 - 25%
Poor (P)	Proposal indicates existence of significant weaknesses and/or minor weaknesses and no strengths. Proposal indicates a **strong expectation** that successful performance **could not be achieved** if submitter were selected as the Contractor.	24 - 0%

4.4 Volume IV: Project Plans and Schedule

1. Proposal Plans and Schedule
   A. Provide Basic Configuration and ARE drawings showing all major Work elements needed to complete the Basic Configuration, included AREs and included ATCs. Provide 11x17 plan sheet format, color as appropriate**.** Drawings shall show the following items at a minimum:

      i. All of the Project construction within defined project limits
      ii. Typical Sections as necessary to define the Work
      iii. Horizontal alignments, vertical profiles, control lines and stationing for the I-25 mainline, ramps, and local streets
      iv. Bridge structures general layouts
      v. Retaining walls plan layouts, typical sections and elevations
      vi. Major drainage structures
      vii. Drainage system and water quality system
      viii. Major drainage structures
      ix. Major utility Relocations
      x. Trails and sidewalks and other pedestrian and alternative transportation accommodations
      xi. Stream restoration plans and details
      xii. Landscaping and irrigation concepts and preliminary plans

   The contractor may include any desired elements of the reference documents in its Proposal Plans, but is cautioned that it is not entitled to rely on any elements of the reference documents except those that are incorporated in the Contract Documents by reference in the Contract Documents.

   The Project Basic Configuration and ARE drawing will be used assure the Proposer's commitment to satisfying the requirements of the Project Basic Configuration and included AREs, and to support the Proposer's Technical Approach described in Volume III.

   B. Provide construction phasing plans to support the effectiveness of the Proposer's MOT plan described in Volume III.

   C. The Proposer shall provide CDOT's ATC Approval letters for pre-Approved ATCs or ATCs with conditions at Proposer's risk that the Proposer intents to include in the Project.

   D. Provide Project schedule plots in an 11 x 17-inch format, to support the Proposers schedule commitments and Project Management Plan described in Volume III.

4.5 Authorization of Project Executive Oversight Committee

The I-25 Design-Build Project Manager will present the results to the Project Executive Oversight Committee and recommend that it authorize Award, negotiations, BAFOs or rejection of all Proposals, as follows.

4.5.1 Award without Negotiations

The I-25 Design-Build Project Manager may request Award of the Contract without negotiations to the Proposer with the best value Proposal.

4.5.2 Negotiations

The I-25 Design-Build Project Manager may request authorization to proceed with negotiations prior to Award. Such negotiations shall be limited to allocation of the Guaranteed Maximum Price among the various work breakdown structure items desired by CDOT, inclusion of one or more AREs, or any constraints affecting the Project which have become known after the date of issuance of the last Addendum hereto.

4.5.3 Best and Final Offers

If one Proposal is submitted with a Proposer Price equal to or less than Guaranteed Maximum Price, and a Technical Proposal score of Good or better, CDOT does not intend to request BAFOs, but reserves the right to do so. If no Proposal is submitted with the Proposer's Price equal or less than the Guaranteed Maximum Price, CDOT may request BAFOs.

If CDOT's Project Manager determines discussions are necessary, the Project Manager may request authorization to enter into discussions with the Proposers, revise the RFP and request BAFOs. At the conclusion of the discussions, a final common cut-off date, which allows a reasonable opportunity for submission of written final revisions, shall be established, and those Proposers selected to remain will be notified to submit Proposal revisions. CDOT will consider the revised information and re-evaluate and revise ratings as appropriate.

4.5.4 Rejections of Proposals

CDOT may request authorization to reject all Proposals without negotiations or BAFOs.

5.0 PROCUREMENT REQUIREMENTS

5.1 Receipt of Request for Proposals Documents and Other Notices

The Proposer shall notify CDOT in writing of any changes in the addressee for any notices or Addenda to be sent to the Proposer by CDOT. Failure to notify CDOT may result in the Proposer failing to receive Addenda or other important communications from CDOT, for which CDOT shall not be responsible.

5.2 Examination and Interpretation of Request for Proposals Documents

The Proposer shall be solely responsible for examining, with appropriate care, the RFP Documents, including any Addenda issued, and for informing itself, with respect to any and all conditions that may in any way affect the amount or nature of the Proposal or the performance of the Work in the event of Award. Failure of the Proposer to so examine and inform itself shall be its sole risk and CDOT will provide no relief for error or omission.

The Proposer shall be responsible for:

1. At its election, submitting comments on the Form of Contract

2. Requesting clarification or interpretation of any material discrepancy, deficiency, ambiguity, error, or omission contained therein, or of any provision which the Proposer otherwise fails to understand.

Any such comments or requests shall be considered Requests for Clarifications (RFCs), and shall be submitted in writing to:

Lesley Mace, Project Manager
Colorado Department of Transportation – Region 2
1480 Quail Lake Loop
Colorado Springs, CO 80906

Written RFCs must arrive no later than the date shown in the Procurement Schedule. E-mailed comments or requests are allowed as long as an original, signed letter is submitted no later than 2 Days after the date of the e-mail.

If CDOT determines, in its sole discretion, that such comments or clarifications require a change to the RFP Documents, CDOT will prepare and issue an Addendum. CDOT will not be bound by, and the Proposer shall not rely on, any oral communication regarding the RFP Documents. CDOT will respond to RFCs by posting responses to the project website.

If the Proposer has meetings or discussions with other agencies or entities during the procurement phase, the Proposer shall be responsible for verifying any information received from such meetings or discussions with CDOT.

5.3 Addenda

CDOT reserves the right to revise the RFP Documents. Such revisions, if any, will be announced by addenda to the RFP Documents ("Addenda"). CDOT will also identify questions received from Proposers and answers given by CDOT ("Questions and Answers"). Copies of Addenda and Questions and Answers will be furnished to all short-listed firms.

If any Addendum includes changes that significantly impact this RFP, as determined in CDOT's sole discretion, CDOT may set a new Proposal Due Date. The announcement of such new date, if any, will be included in the Addendum.

The Proposer shall acknowledge in its Proposal Letter (Form A), receipt of all Addenda. Failure to acknowledge receipt of all Addenda may cause the Proposal to be deemed non-responsive and be rejected.

5.4 (Reserved)

5.5 Improper Conduct

If the Proposer, or anyone representing or acting on behalf of or at the direction of the Proposer, offers or gives any advantage, gratuity, bonus, discount, bribe, or loan of any sort to CDOT, including agents or anyone representing CDOT at any time in connection with this RFP or the Contract, CDOT shall immediately disqualify the Proposer, claim the Proposal Bond, and may sue the Proposer for damages.

5.6 Withdrawal of Proposal After Proposal Due Date

The Proposer understands and agrees that if the Proposer withdraws all or any part of its Proposal within 60 Days after the Proposal Due Date without the written consent of CDOT, the Proposer shall forfeit its Proposal Bond and will be disqualified from receiving a stipend.

5.7 Responsive Proposal

The Proposer shall provide responses to all information requested in this RFP for the Proposal. Failure to provide the requested information may result in CDOT, at its sole discretion, determining that a Proposal is non-responsive and should be rejected. A Proposal will be considered non-responsive if it seeks to qualify or change any of the terms and conditions of the Contract; to limit or modify the bonds, insurance, or warranties required; or if the Proposal Bond is not provided.

5.8 Stipend

CDOT has determined that it is appropriate to Award a stipend to the unsuccessful responsible Proposers that provide a fully responsive, but unsuccessful Proposal (including all Best and Final Offers [BAFO], if any) that is deemed acceptable by CDOT. The amount of the stipend shall be $120,000.00 and shall be provided to such Proposer within 90 Days after Award of the Contract.

The submission of a Proposal to an RFP does not constitute the Proposer's acceptance of the stipend as full payment for all technical solutions and design concepts contained in the Proposal. The Proposer's shall have the option of refusing the stipend and not transferring ownership of all technical solutions and

design concepts contained in the Proposal. If the Proposer accepts the stipend, CDOT will be entitled to use any and all concepts, ideas, ATCs, and information contained in the Proposals without limitation or in connection with a subsequent procurement for the Project or any other project, without any obligation to pay any additional compensation, consideration, or value to the unsuccessful Proposers.

In no event shall any Proposer that is selected for Award but fails to satisfy the Award conditions set forth in "Section 6 Contract Execution", below, be entitled to receive a stipend.

Notwithstanding the foregoing, if the second or third-highest ranked Proposer becomes the selected Contractor as a result of the failure of the higher-ranked Proposer to comply with the Award conditions set forth in "Section 6 Contract Execution", such Proposer(s) shall no longer be entitled to the stipend.

5.9 Ownership of Proposals

All documents submitted by the Proposer in response to this RFP shall become the property of CDOT and will not be returned to the Proposer. The concepts and ideas in the information contained in the Proposal, including any proprietary, trade secret, or confidential information (exclusive of any patented concepts or trademarks) submitted by the Proposer, shall also become the property of CDOT if: 1) submitted by the successful Proposer upon Award and execution of the Contract; and 2) if submitted by an unsuccessful Proposer upon payment of the stipend.

5.10 Colorado Open Records Act

Except for the Escrowed Proposal Documents (EPD), as defined in Section 5.12, below, all records, documents, drawings, plans, specifications, and other materials relating to the conduct of CDOT business, including materials submitted by Proposers, are subject to the provisions of the Colorado Open Records Act (C.R.S. sections 24-72-101, et seq.) and any other laws and regulations applicable to the disclosure of documents submitted under this RFP. Such laws govern CDOT's use and disclosure of records.

During the Proposal process, including any BAFOs and negotiation period, CDOT will accept materials clearly and prominently labeled "PROPRIETARY," "TRADE SECRET," or "CONFIDENTIAL" by the Proposer. Any such proprietary information, trade secrets, or confidential commercial and financial information that a Proposer believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket, all-inclusive identifications by designation of whole pages or sections as containing proprietary information, trade secrets, or confidential commercial or financial information shall not be permitted and shall be deemed invalid. CDOT will advise the Proposer of any request pursuant to the Colorado Open Records Act and any other applicable laws for the disclosure of any material properly labeled as proprietary, trade secret, or confidential so as to allow the Proposer the opportunity to protect such materials from disclosure. Under no circumstances, however, will CDOT be responsible or liable to the Proposer or any other party for the disclosure of any such labeled materials, whether the disclosure is deemed required by law, by an order of court, or occurs through inadvertence, mistake, or negligence on the part of CDOT or its officers, employees, contractors, or consultants.

CDOT will not advise a Proposer as to the nature or content of documents entitled to protection from disclosure under the Colorado Open Records Act or other applicable laws, as to the interpretation of the Colorado Open Records Act, or as to the definition of trade secret. The Proposer shall be solely responsible for all determinations made by it under applicable laws, and for clearly and prominently marking each and every page or sheet of materials with PROPRIETARY," "TRADE SECRET," or

"CONFIDENTIAL" as it determines to be appropriate. Each Proposer is advised to contact its own legal counsel concerning the Colorado Open Records Act, other applicable laws, and their application to the Proposer's own circumstances.

In the event of litigation concerning the disclosure of any material submitted by the Proposer, CDOT's sole involvement will be as a stakeholder retaining the material until otherwise ordered by a Court, and the Proposer shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk.

5.11 Changes in Proposer's Organization

If there are any changes, including new or deleted, to Major Participants or Key Personnel in the Proposer's organization from those shown in the SOQ, the Proposer shall obtain written Approval of the change from CDOT prior to submitting its Proposal. The last date for Submittal for changes to Key Personnel or Major Participants is the Last Date for Proposer Submittals of Request for Clarifications per the Procurement Schedule, above. Such requests must be accompanied with the information specified for such entity in the SOQ. If a Major Participant is being deleted, the Proposer must submit such information as may be required by CDOT to demonstrate that the changed Proposer Team, Major Participant, or Key Personnel still meets the SOQ criteria (both pass/fail and qualitative). CDOT is under no obligation to approve any such changes and may do so in its sole discretion.

5.12 Escrowed Proposal Documents

5.12.1 Format of Escrowed Proposal Documents (EDPs)

The EPDs shall contain information regarding the Proposer's assumptions made in developing Forms J, JK and K-1 in its Proposal. The Proposer shall submit EPDs in such format as it used in preparing its Proposal.

5.12.2 Review of Escrowed Proposal Documents

All Proposers will deliver EPDs, marked confidential, to CDOT, as identified in the Procurement Schedule, above. Prior to Contract execution (or Contract negotiations, if applicable), the selected Proposer's EPDs will be reviewed to determine completeness. All EPDs will be held in a locked fireproof safety deposit box kept at a mutually agreed upon banking location, with an Escrow Agent as determined and provided by the Contractor. The safety deposit box shall have two locks, one key held only by the Proposer and one key held only by CDOT. Representatives of CDOT and the Proposer shall review the EPDs prior to Contract execution (or Contract negotiations, if applicable) to determine whether they are complete. Such representatives shall also organize the EPDs, labeling each page so that it is obvious that the page is a part of the EPDs and to enable a person reviewing the page out of context to determine where it can be found within the EPDs; and the representatives shall compile an index listing each document included in the EPDs and briefly describing the document and its location in the EPDs. CDOT will have the right to retain a copy of the index. If, following the initial organization, CDOT determines that the EPDs are incomplete, CDOT may require the Proposer to supply data to make the EPDs complete. Incomplete EPDs may render the Proposal non-responsive. The EPDs will be available for joint review in conjunction with Contract negotiations, if applicable, and as described in Book 1, Section 22.

5.12.3 Return of Escrowed Proposal Documents

The EPDs will be returned to each unsuccessful Proposer after the Contract is signed with the successful

Proposer or if all Proposals are rejected or withdrawn.

5.12.4 CDOT's Acknowledgment

CDOT acknowledges that the EPDs and the information contained therein are being provided to CDOT because such is an express prerequisite to entering into the Contract. CDOT agrees to defend against any Colorado Open Records Act requests that are made to inspect or photocopy EPDs.

5.13 Protests

5.13.1 Protests Regarding Request for Proposal Documents

Any Proposer that is aggrieved in connection with the RFP may protest the terms of the RFP Documents prior to the time for submission of Proposals on the grounds that: 1) a material provision in the RFP Documents is ambiguous; 2) any aspect of the procurement process described herein is contrary to legal requirements applicable to this procurement; or 3) the RFP Documents exceed, in whole or in part, the authority of CDOT.

Protests regarding the RFP Documents shall be filed only after the Proposer has informally discussed the nature and basis of the protest with the CDOT Resident Engineer in an effort to remove the grounds for protest. Written protests regarding the RFP Documents must completely and succinctly state the grounds for protest and shall include, as a minimum, the following:

1. The name and address of the protester
2. Appropriate identification of the procurement by bid or Award number
3. A statement of the reasons for the protest
4. All available exhibits, evidence, or documents substantiating the protest

Protests regarding the RFP Documents shall be filed by hand-delivery to the CDOT Project Director:

Dave Watt, Project Director
Colorado Department of Transportation – Region 2
1480 Quail Lake Loop
Colorado Springs, CO 80906

The protests shall be delivered within 7 Working Days after the protester knows or should have known of the facts giving rise to the basis for the protest. The protester shall post a bond payable to CDOT in accordance with 2 CCR 601-15, § 22, Protests. The Proposer is responsible for obtaining proof of delivery.

No hearing will be held on the protest, but the CDOT Chief Engineer or his designee shall decide on the basis of the written submissions. Any additional information regarding the protest should be submitted within the time period requested to expedite resolution of the protest. If any party fails to comply expeditiously with any request for information by the CDOT Chief Engineer or his designee, the protest may be resolved without such information. The CDOT Chief Engineer or his designee will issue a written decision regarding the protest within 7 Working Days after the protest is filed. The decision shall be based on and limited to a review of the issues raised by the aggrieved Proposer(s) and shall set forth each

factor taken into account in reaching the decision. The decision shall inform the protesters of their right to appeal administratively or judicially in accordance with C.R.S. §§ 24-109-201-206. The decision is subject to appeal de novo to the Executive Director of CDOT or his designee, or to the District Court for the City Colorado Springs and County of El Paso. No stay of procurement will become effective.

If necessary to correct any error, omission, or ambiguity identified by the protest, CDOT will make appropriate revisions to the RFP Documents by issuing an Addendum. The failure of a Proposer to establish a basis for a protest regarding the RFP Documents shall preclude consideration of that basis in any protest of a selection, unless such basis was not and could not have been known to the Proposer in time to protest prior to the final date for such protests.

CDOT may extend the Proposal Due Date, if necessary, to include any such protest issues.

5.13.2 Protests Regarding Responsiveness, Best Value Evaluation, or Award

Protests regarding CDOT's approval of changes in a Proposer's organization or decisions regarding responsiveness, best value evaluation rankings, or Award of the Contract must be filed by hand-delivery to the CDOT Project Director:

Dave Watt, Project Director
Colorado Department of Transportation – Region 2
1480 Quail Lake Loop
Colorado Springs, CO 80906

The protests must be delivered within 7 Working Days after CDOT releases notice of its approval of a change in a Proposer's organization or decision regarding responsiveness, rankings, or Award, as applicable. The protestant shall concurrently file a Notice of Protest with the other Proposers whose addresses may be obtained from the CDOT Project Manager. The Notice of Protest shall state with particularity, the grounds of the protest.

The procedures applicable to such protests are set forth in the Design-Build Regulations, 2 CCR 601-15, § 22, and in C.R.S. §§ 24-109-101 through 24-109-404. The CDOT Chief Engineer or his designee is authorized to settle and resolve any protest within 7 Working Days after the protest is filed.

5.14 Ex Parte Communications

During the RFP process, commencing as of the date of this RFP and continuing until Award of the Contract or cancellation of this RFP, no employee, member, or agent of any Proposer shall have any ex parte communications regarding this RFP with any member of CDOT or the Federal Highway Administration (FHWA), their staff, their advisors, or any of their contractors or consultants involved with the procurement, except for communications expressly permitted by this RFP, which exception includes discussions or negotiations between CDOT and the Proposers. Any Proposer engaging in such prohibited communications may be disqualified at the sole discretion of CDOT. The foregoing shall not preclude any Proposer from participating in public meetings.

5.15 Project Rights and Disclaimers

Notwithstanding anything to the contrary contained in this RFP or the Contract, CDOT reserves the right, in its sole discretion, to:

1. Investigate the qualifications of any Proposer.
2. Require confirmation of information furnished by a Proposer.
3. Require additional evidence of qualifications to perform the Work.
4. Reject any or all of the Proposals.
5. Issue a new request for Proposals.
6. Cancel, modify, or withdraw the entire RFP, or any part hereof.
7. Issue Addenda, supplements, and modifications to this RFP.
8. Solicit BAFOs from the Proposers.
9. Appoint evaluation committees to review Proposals, and seek the assistance of outside technical experts and consultants in Proposal evaluation.
10. Revise and modify, at any time, the factors it will consider in evaluating responses to this RFP and to otherwise revise or expand its evaluation methodology.
11. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP.
12. Waive or permit corrections to data submitted with any response to this RFP.
13. Waive or permit submittal of addenda and supplements to data previously provided with any responses to this RFP.
14. Approve or disapprove changes in the Proposer team or Proposal (a substitution of any of the major participants will be carefully scrutinized and may result in disqualification of the Proposer).
15. Require correction of or waive deficiencies, informalities, and minor irregularities in Proposals; or seek clarifications or modifications to a Proposal.
16. Disqualify any Proposer that changes its submittal without CDOT Approval.
17. Hold the Proposals and Proposal Bonds under consideration for a maximum of 120 Days after the Proposal Due Date until the final Award is made.

This RFP does not commit CDOT to enter into the Contract or any other contract. CDOT assumes no obligations, responsibilities, or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. Except for payment of the stipend to certain Proposers as provided previously, all of such costs shall be borne solely by each Proposer.

In no event shall CDOT be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as a Contract, in form and substance satisfactory to CDOT, has been executed and

authorized by CDOT and, then, only to the extent set forth therein.

Formatted: Indent: Left: 0", First line: 0"

6.0 Contract Execution

Within 20 Working Days after delivery by CDOT to the successful Proposer of the execution form of Contract, the successful Proposer shall deliver to CDOT the following:

1. Signed Contract (4 executed duplicate originals), together with evidence of the signatory authority of the signatories thereto. All original signatures shall be in blue ink.
2. Approvals of each member or partner of the Proposer of the final form of the Contract.
3. Payment Bond in the form attached hereto as Form N, issued by the surety listed in the Proposal, or an equivalent surety meeting the requirements stated in the Contract, together with evidence of the signatory authority of the signatories thereto.
4. Performance Bond in the form attached hereto as Form O, issued by the surety listed in the Proposal, or an equivalent surety meeting the requirements stated in the Contract, together with evidence of the signatory authority of the signatories thereto.
5. OCIP required under the Contract.
6. Documentation from the Proposer and each major participant that clearly depicts entitlement under the laws of the State of Colorado to undertake and perform the Work. Said documentation shall include copies of construction licenses and evidence that the Proposer or its designated design firm is licensed to carry out the design portion of the Work.
7. Opinion of counsel for the Contractor, which counsel will be Approved by CDOT (which may be in-house or outside counsel, provided that the enforceability opinion shall be provided by attorneys licensed in the State of Colorado), in substantially the form attached hereto as Form M.

Failure to comply with the above may result in cancellation of the Award and forfeiture of the Proposal Bond, in which case CDOT may, but is not obligated to, proceed to Award the Contract to the next highest ranked Proposer. No stipend will be paid to the selected Proposer if the Award is not consummated due to failure of the selected Proposer to provide the items specified herein.

FORM A

COLORADO DEPARTMENT OF TRANSPORTATION
I-25/Cimarron Street (US 24) Design-Build Project

INSTRUCTIONS TO PROPOSERS

PROPOSAL LETTER

PROPOSER:_____

Proposal Date:

Lesley Mace, Project Manager
Colorado Department of Transportation – Region 2
1480 Quail Lake Loop
Colorado Springs, CO 80906

The undersigned ("Proposer") submits this proposal in response to that certain Request for Proposals (the "RFP") issued jointly by the Colorado Department of Transportation ("CDOT"), referred to herein as "CDOT", dated _____, ~~2014~~2015, to solicit proposals for a Design-Build Contractor ("Contractor") to enter into a Contract (the "Contract") to develop the I-25/Cimarron Design-Build Project (the "Project") as more specifically described in the documents provided with the RFP (the "RFP Documents").

If selected by CDOT, Proposer agrees: (a) to negotiate the terms of the Contract Documents with CDOT in good faith and in accordance with the requirements of the RFP, if applicable, and (b) to enter into and perform its obligations as set forth in the Contract Documents, including compliance with all commitments contained in this proposal.

Enclosed herewith, and by this reference incorporated herein and made a part of this Proposal, are the following:

Volume I Executive Summary

Volume II Proposer Information, Certifications and Price

Volume III Technical Proposal

Volume IV Project Plans and Schedule

Proposer acknowledges receipt, understanding and full consideration of the following Addenda to the RFP:

[List all Addenda, if applicable]

Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of all of the RFP Documents, and is satisfied that such provisions provide sufficient detail regarding the Work (as defined in the RFP) to be performed and do not contain internal inconsistencies; that it has carefully checked all the words, figures and statements in this proposal; that it has conducted such other field investigations and additional design development which are prudent and reasonable in preparing this proposal, including a thorough review of all of the RFP Documents; and that it has notified CDOT of any deficiencies in or omissions from any RFP Documents or other documents provided by CDOT and of any

unusual site conditions observed prior to the date hereof.

Proposer represents that all statements made in the Statement of Qualifications previously delivered to CDOT (as amended and resubmitted) are true and correct as of the date hereof, except as otherwise specified in the enclosed proposal forms. Proposer agrees that such Statement of Qualifications, except as modified by the enclosed proposal forms, is incorporated in such forms as if fully set forth therein.

Proposer agrees that CDOT will not be responsible for any errors or omissions in this proposal.

[Add appropriate signature block]

1. Sample signature block for corporation or limited liability company:

[Insert the Proposer's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for partnership or joint venture:

[Insert the Proposer's name]

By: *[Insert general partner's or member's name]*

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

[Add signatures of additional general partners or members as appropriate]

3. Sample signature block for attorney in fact:

[Insert the Proposer's name]

By: _____

Print Name: _____

Attorney in Fact

Proposer's business address:

_____

(No.) (Street) (Floor or Suite)

_____

(City) (State or Province) (ZIP or Postal Code) (Country)

State or Country of Incorporation: _____

INCUMBENCY CERTIFICATE

Provide Separate Forms for Proposer and all Major Participants

The undersigned hereby certifies to _____ that he/she is the duly elected and acting _____ Secretary of _____ ("Company"), and that, as such, he/she is authorized to execute this Incumbency Certificate on behalf of the Company, and further certifies that the persons named below are the duly elected, qualified and acting officers of the Company, holding on the date hereof the offices set forth opposite their names.

NAME	OFFICE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

IN WITNESS WHEREOF, the undersigned has executed this Incumbency Certificate this _____ day of _____, ~~2014~~2015.

_____

_____

Secretary

FORM B

INFORMATION ABOUT PROPOSER AND MAJOR PARTICIPANTS

(To be signed by authorized signatory(ies) of Proposer/Major Participant)

1.0 Name of Proposer: _____

2.0 Type of entity: _____

3.0 Proposer's address: _____

_____

_____

_____

Telephone Facsimile

4.0 If the Proposer's organization (or any member, partner or joint venturer of the Proposer) is a corporation, **include copies of articles of incorporation and bylaws for each corporation certified by an appropriate officer** and answer the following (copy this section if necessary for multiple corporations):

4.1 Name of corporation: _____

4.2 Relationship of corporation to the Proposer: _____

4.3 Date of incorporation: _____

4.4 State of incorporation: _____

4.5 President's name: _____

4.6 Vice President's name(s): _____

4.7 Secretary's name: _____

4.8 Treasurer's name: _____

5.0 If the Proposer's organization (or any member, partner or joint venturer of the Proposer) is a partnership (including general partnerships, limited partnerships and limited liability partnerships), **include copies of partnership agreements for all tiers certified by an appropriate individual** and answer the following (copy this section if necessary for multiple partnerships):

5.1 Name of partnership: _____

5.2 Relationship of partnership to the Proposer: _____

5.3 Date and state of organization of partnership: _____

_____

5.4 Full names and addresses of all partners (state whether general or limited partners):

_____

_____

_____

_____

6.0 If the Proposer's organization (or any member, partner or joint venturer of the Proposer) is a joint venture, **include copies of joint venture agreements for all tiers certified by an appropriate individual** and answer the following (copy this section if necessary for multiple joint ventures):

6.1 Name of venture: _____

6.2 Relationship of venture to the Proposer: _____

6.3 Full names and addresses of all members (at all tiers):

_____

_____

_____

_____

7.0 If the Proposer's organization (or any member, partner or joint venturer of the Proposer) is a limited liability company, **include copies of organizational documents certified by an appropriate individual** and answer the following (copy this section if necessary for multiple companies):

7.1 Name of company: _____

7.2 Relationship of company to the Proposer: _____

7.3 Date of organization: _____

7.4 State of organization: _____

7.5 President's name: _____

7.6 Vice President's name(s): _____

7.7 Secretary's name: _____

7.8 Treasurer's name: _____

8.0 If the Proposer (or any member, partner or joint venture partner of the Proposer) is an individual

or an entity other than a corporation, partnership, limited liability company or joint venture, **include copies of organizational documents for all tiers certified by an appropriate individual** and describe such person or entity and name all principals (copy this section if necessary for multiple entities):

STATE OF _____)

)

COUNTY OF _____)

The undersigned, being first duly sworn, deposes and says that _(he/she)_____ is the _(title)_____ of _(company name)_____, which entity is a _(shareholder, partner, joint venture member or other)_____ of _(Proposer's name)_____, a _(corporation, partnership, limited liability company, joint venture or other), the entity making the foregoing Proposal, and that the answers to the foregoing questions and all other statements therein are true and correct.

_____

(Signature) (Signature)

_____ _____

(Name Printed) _____ (Name Printed)

_____ _____

(Title) (Title)

Subscribed and sworn to before me this _____ day of _____, ~~2014~~2015.

_____

Notary Public in and for

said County and State

[Seal]

My commission expires:

FORM C

NON-COLLUSION AFFIDAVIT

(To be signed by authorized signatory(ies) of Proposer)

STATE OF _____)

)SS:

COUNTY OF _____)

Each of the undersigned, being first duly sworn, deposes and says that:

A. The undersigned, being first duly sworn, deposes and says that _(he/she)_____ is the ____(Title)_____ of _(company name)_____, which entity is a (shareholder, partner, joint venture member or other) _____ of _(Proposer's name)___, a _(corporation, partnership, limited liability company, joint venture or other), the entity making the foregoing Proposal, and that the answers to the foregoing questions and all other statements therein are true and correct.

B. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, joint venture, limited liability company or corporation; the proposal is genuine and not collusive or sham; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham proposal or that anyone shall refrain from proposing; the Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the prices of the Proposer or any other Proposer, or to fix any overhead, profit or cost element included in the proposal, or of that of any other Proposer, or to secure any advantage against CDOT of anyone interested in the proposed Contract; all statements contained in the proposal are true; and, further, the Proposer has not, directly or indirectly, submitted its prices, any breakdown thereof, AREs included in the Proposal, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, joint venture, limited liability company, organization, proposal depository or any member, partner, joint venturer or agent thereof to effectuate a collusive or sham proposal.

C. The Proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its proposal to any other Proposer, or seek to obtain information or data regarding the price or other terms of any other proposal, until after Award of the Contract or rejection of all proposals and cancellation of the RFP.

_____	_____
(Name of Company) _____ (Name of Company)	
_____	_____
(Signature) (Signature)	
_____	_____
(Name Printed) _____ (Name Printed)	
_____	_____
(Title) (Title)	

Subscribed and sworn to before me this _____ day of _____, ~~2014~~2015.

_____

[Seal] Notary Public in and for said County and State

My commission expires:
[Duplicate or modify this form as necessary so that it accurately describes the entity making the proposal and so that it is signed on behalf of all partners, members or joint ventures of the Proposer.

FORM D

BUY AMERICA CERTIFICATION (FHWA)

(To be signed by authorized signatory(ies) of Proposer)

The undersigned certifies that only domestic steel and iron will be used for the construction portion of the Project.

To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes, which protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1 percent of the Contract Price.

Date: _____

_____
Signature

_____
Title

FORM E

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

DEBARMENT AND SUSPENSION CERTIFICATION

(To be signed by authorized signatory of Proposer, each Major Participant)

The undersigned, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency.
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years.
- Does not have a proposed debarment pending.
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past 3 years.
- Has not within the past 3 years had one or more public transactions (federal, state or local) terminated for cause or default.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of Award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

Date: _____ _____

Signature

_____

Title

FORM F

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(To be signed by authorized signatory(ies) of Proposer)

The undersigned certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

Date: _____ _____
Signature

_____
Title

[*Duplicate and modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of all partners, members or joint venturers of the Proposer.*]

FORM G

CERTIFICATION OF COMPLIANCE WITH

EQUAL OPPORTUNITY CLAUSE REQUIREMENTS

(To be signed by authorized signatories of Proposer and each Major Participant (except as excluded below))

The Proposer certifies that (1) *[it/he/she]* has _____ has not _____ developed affirmative action programs on file at each establishment pursuant to 41 CFR § 60-4 and (2) [*it/he/she*] has _____ has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, *[it/he/she]* has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: _____, ~~2014~~2015

Proposer/Subcontractor Name: _____

Signature: _____

Title: _____

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

[*Duplicate and modify this form as necessary for use by Proposer and each Subcontractor described above.]*

FORM H
ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made and entered into as of this _____, ~~2014~~2015, by and among the Colorado Department of Transportation ("CDOT"), _____, ("Proposer"), with reference to the following facts:

A. CDOT has issued a Request for Proposals (the "RFP") for development of the I-25/Cimarron Street (US 24) Interchange Design-Build Project (the "Project").

B. Proposer has submitted to CDOT a proposal (the "Proposal") in response to the RFP.

C. As part of the Proposal, Proposer is submitting one copy of all information regarding the assumptions made in calculating the prices submitted to CDOT with the Proposal, as required under Section 5.12 of the ITP of the RFP, in separately sealed and labeled boxes ("EPDs").

D. CDOT and Proposer, upon mutual agreement, may employ the services of Escrow Agent to act as the escrow holder for the limited purposes set forth below. The Escrow Agent has agreed to serve as such escrow holder under the terms and conditions provided in this Agreement. The EDPs may be escrowed at a Banking Institution, or at a mutually agreed secure location.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Deposit. Proposer hereby deposits with Escrow Agent the EPDs. Escrow Agent hereby acknowledges receipt of such EPDs, and such EPDs shall be held in escrow under the terms and conditions of this Agreement.

2. Holding of EPDs. Escrow Agent shall hold the EPDs in escrow in a designated area on the premises of Escrow Holder located at _____, on a confidential basis. The EPDs shall be stored in an area that is locked at all times. No third party, including the employees of Escrow Agent, shall be allowed access to any of the EPDs, provided that employees of Escrow Agent shall have access to the locked area for other purposes.

3. Release of EPDs. Escrow Agent shall release the EPDs as follows:

   A. Escrow Agent shall release the EPDs to Proposer, and Proposer shall pick up the EPDs at Proposer's expense, upon delivery by CDOT of a certificate from the Project Director certifying that CDOT has determined not to enter into a contract with Proposer.

   B. Escrow Agent shall release the EPDs to CDOT at such time as CDOT and the selected Proposer are ready to start Contract negotiations (or upon CDOT's selection of a Proposer if negotiations are not commenced) upon delivery of mutual instructions to Escrow Agent by CDOT and Proposer.

4. Representation and Warranty. Proposer represents and warrants to CDOT that, prior to delivery of the EPDs to Escrow Agent, the EPDs were personally examined by an authorized representative of Proposer and that they meet the requirements of the RFP and are sufficient to enable a complete understanding and interpretation of how Proposer arrived at its proposal prices.

5. Rights of Escrow Agent. If conflicting demands are made or notices served upon Escrow Agent with respect to this escrow, the parties hereto expressly agree that Escrow Agent shall have the absolute right at its election to do any of the following:

   A. withhold and stop all further proceedings in, and performance of this escrow;

   B. file a suit in interpleader and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights amongst themselves;

   C. deliver all EPDs with seals intact to another location to be selected by CDOT within 30 days

after Escrow Agent delivers notice thereof to CDOT.

6. Fees. Proposer shall be responsible for any escrow fees.
7. Notices. All notices, which may or are required to be given or made by either party hereto to the other shall be in writing. Such notices shall be either personally delivered or sent by registered mail, postage prepaid, to:

If to the Proposer:

_____

_____

Attention: _____

If to CDOT:

Lesley Mace, Project Manager
Colorado Department of Transportation – Region 2
1480 Quail Lake Loop
Colorado Springs, CO 80906

If to the Escrow Agent:

(Identify Escrow Agent here if mutually agreed to)

Or to such other addresses and such other places as any party hereto may from time to time designate by written notice to the others.

1. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall be deemed an original.
2. Headings. The title headings of the respective paragraphs of this Agreement are inserted for convenience only, and shall not be deemed to be part of this Agreement or considered in construing this Agreement.
3. Governing Law. The laws of the State of Colorado shall govern this Agreement.
4. Attorney's Fees. If either CDOT or Proposer commences or engages in any action by or against the other party directly or indirectly arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and other costs incurred in the action and in preparation for said action and any subsequent appeal. All parties agree to indemnify and hold Escrow Agent harmless from and against all costs, expenses, and attorneys' fees in connection with any such action.

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound by this writing, have caused this Agreement to be executed the date first above written.

"CDOT" COLORADO DEPARTMENT OF TRANSPORTATION

By: _____

Name:

Title: _____

"PROPOSER"

By: _____

Name:

Title: _____

Escrow Agent hereby accepts the escrow provided for in this Agreement, only to the extent of the escrow

provisions.

By: _____
Title: _____

FORM I

KEY PERSONNEL INFORMATION

Name of Proposer: _____

PROPOSED KEY PERSONNEL

Position	Name	Key Personnel Included in SOQ (Yes or No)	Employer's Firm Name

Include CDOT Approval letter for Key Personnel not included in SOQ.

FORM J

MAXIMUM PRICE ALLOCATION FORM
(See Book 2, Section 2- Work Breakdown Structure)

Proposer Preliminary Baseline Schedule Activity ID (When Available)	WBS Description	Unit	Dollar Value	Scope Description
I-25/Cimarron Street (US24) Interchange				
	Program Management		**$ -**	
	DESIGN	DOL	$ -	
	Pre-Construction Design Services	DOL		
	Survey	DOL		
	CONSTRUCTION	DOL	$ -	
	Survey	DOL		
	Construction Support Design Services	DOL		
	Maintenance During Construction	DOL		
	Mobilization		**$ -**	
	MOBILIZATION	DOL		
	Structures		**$ -**	
	I-25	DOL		
	SB OFF	DOL		
	NB ON	DOL		
	CIMARRON	DOL		

FORM J

MAXIMUM PRICE ALLOCATION FORM
(See Book 2, Section 2- Work Breakdown Structure)

	Roadway		**$ -**	
	RETAINING WALLS	DOL		
	LIGHTING	DOL		
	STRIPING	DOL		
	SIGNING	DOL		
	FENCING	DOL		
	GUARDRAIL	DOL		
	EARTHWORK	DOL		
	PAVING	DOL		
	UTILITIES	DOL		
	Traffic Management		**$ -**	
	TRAFFIC MANAGEMENT	DOL		
	Public Involvement		**$ -**	
	PUBLIC INVOLVEMENT	DOL		
	Environmental Management		**$ -**	
	EROSION CONTROL	DOL		
	PERMITTING	DOL		
	STORMWATER MANAGEMENT	DOL		
	MS4	DOL		
	Drainage		**$ -**	
	DRAINAGE	DOL		

FORM J

MAXIMUM PRICE ALLOCATION FORM
(See Book 2, Section 2- Work Breakdown Structure)

	Quality Control		**$ -**	
	DESIGN	DOL		
	CONSTRUCTION	DOL		
	Additional Requested Elements (ARE)		**$ -**	
	ARE 1	DOL		
	ARE 2A	DOL		
	ARE 2B	DOL		
	ARE 3	DOL		
	ARE 4	DOL		
	PROPOSAL PRICE		$ -	

FORM J SHALL BE MODIFIED TO REFLECT INDIVIDUAL COSTS FOR EACH ARE INCLUDED IN THE WORK
Proposer's Price less than the GMP are not allowed unless all the ARE's have been included in the Proposer's Price.

CERTIFICATION

I, ___[Authorized Representative]_____, hereby certify that I am the authorized representative of ___[Proposer's Name]_____ and that ___[Proposer's Name]_____agrees that all Work necessary for the Project; including the Basic Configuration, Approved ATCs with conditions and proposed ARE's as listed in Form Q; are included in the Proposal within the Proposer's Price shown above.

Date: _____, ~~2014~~2015.

This form is for information only and will be used for developing historical pricing data only. The information on this form will only be evaluated for responsiveness and, and will not effect the technical score.

FORM K

OPTION PRICE FORM

Option (Include for all AREs 1, 2 and 3 that are not included in Proposers Price Proposal, and include Total Landscaping and Irrigation Price)	Option Price
ARE 1	
ARE 2A	
ARE 2B	
ARE 3	
Total Landscaping and Irrigation Price	

Submitted By: _____
Authorized Signature

On Behalf of: _____
Proposer's Name

Date: _____ , ~~2014~~2015

FORM K-1

Landscaping and Irrigation Pricing

Item Description	Unit	Unit Price	Quantity (provided by CDOT)	Cost
Design of Landscaping and Irrigation	**LS**		**1**	
Landscape Improvements				
Clearing and Grubbing	**SF**	**~~SF~~**	**661,350**	
Selective Thinning (Tree removal)	**SF**	**~~SF~~**	**1,164,200**	
Soil Prep/Import Topsoil (3" Depth)	**CY**	**~~CY~~**	**12,200**	
Native Seed	**SF**	**~~SF~~**	**1,255,000**	
Erosion Control Blanket (Nedia 1200)	**SF**	**~~SF~~**	**61,100**	
Riparian Seed	**SF**	**~~SF~~**	**61,100**	
1 1/2" Rock Mulch	**SF**	**~~SF~~**	**31.400**	
6-12" Rock Mulch	**SF**	**~~SF~~**	**47,100**	
Gray Stabilized Crusher Fines	**SF**	**~~SF~~**	**3,200**	
Deciduous Shade Trees (2" Cal.)	**EA**	**~~EA~~**	**84**	
Ornamental trees (2" Cal.)	**EA**	**~~EA~~**	**200**	
Evergreen Trees (8'Ht.)	**EA**	**~~EA~~**	**127**	

Deciduous Shrubs	**EA**	**~~EA~~**	**942**	
Riparian Willow Shrub Plantings (3 per hole)	**EA**	**~~EA~~**	**800**	
Grasses	**EA**	**~~EA~~**	**2,016**	
Landscape Maintenance	**LS**	**~~LS~~**	**1**	
Irrigation				
Water Tap-3" (Potable)*	**EA**	**~~EA~~**	**1**	
Water Tap-2.5" (Not-Potable)*	**EA**	**~~EA~~**	**1**	
Distribution line extension-4"	**LF**	**~~LF~~**	**7,000**	
Drip Irrigation-Potable	**SF**	**~~SF~~**	**161,100**	
Drip Irrigation-Non-Potable	**SF**	**~~SF~~**	**150,600**	
Rotor Irrigation-Potable	**SF**	**~~SF~~**	**265,300**	
Rotor Irrigation-Non-Potable	**SF**	**~~SF~~**	**202,000**	
TOTAL COST				

*** Any additional Water Taps will be the responsibility of the Contractor**

FORM L

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

_____

as Principal, hereinafter called the Principal, a _____ [corporation, partnership or individual] duly authorized by law to do business in the State of Colorado, and _____[Surety Company name], a corporation duly authorized to do surety business under the laws of the State of Colorado as Surety, hereinafter called the Surety, are held and firmly bound unto CDOT as Obligee in the penal sum of 5% of the Contract Price set forth in Book 1, 11.1.1, of which sum will and truly be made, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a proposal for the , and if selected as the Design-Build Contractor on this Project, the Principal and Surety are firmly bound and jointly and severally liable to the Obligee in the penal sum described above.

The above obligation is void if the Principal enters into the Contract within sixty days of selection of the Principal, negotiates any final terms and conditions in good faith, and has furnished all required documents for issuance of NTP1, unless the time is extended by CDOT.

WITNESS:

Signed and sealed this ____ day of _____, ~~2014~~2015.

_____	_____
Principal	Witness
_____	_____
Signature	Print or type name
_____	
Title	
_____	_____
Surety	Witness
_____	_____
Signature	Print or type name
_____	
Title	

FORM M

OPINION OF COUNSEL

[Letterhead of Independent Law Firm or In-house Counsel – Must be licensed to practice in Colorado]

Proposal Date:

Lesley Mace, Project Manager
Colorado Department of Transportation – Region 2
1480 Quail Lake Loop
Colorado Springs, CO 80906

Re: Request for Proposals ("RFP") for the I-25/Cimarron Street (US 24) Interchange Design-Build Project (the "Project"), Contract No. _____("Contract");_____ (the "Proposer")

Gentlemen:

[Describe relationship to Proposer and its joint venture members, general partners, and any other entities whose approval is required in order to authorize delivery of the proposal.] This letter is provided to you pursuant to Section 6.0 of the Instructions to Proposers contained in the RFP.

In giving this opinion, we have examined _____. We have also considered such questions of law and we have examined such documents and instruments and certificates of public officials and individuals who participated in the procurement process as we have deemed necessary or advisable. [if certificate used/obtained from Proposer, such certificate should also run in favor of CDOT and should be attached to opinion]

In making this response we have assumed that all items submitted to us or reviewed by us are genuine, accurate and complete, and if not originals, are true and correct copies of originals, and that all signatures on such items are genuine.

Subject to the foregoing, we are of the opinion that:

1. [opinion regarding organization/formation and existence of Proposer [if partnership/joint venture, add: and each of its joint venture members and general partners] and that Proposer has corporate power to own its properties and assets, to carry on its business, to enter into the Contract and to perform its obligations under the Contract]

2. [opinion regarding good standing and qualification to do business in State of Colorado for Proposer]

3. [opinion that Contract has been duly authorized by all necessary corporate action on the part of the Proposer and the Contract has been duly executed and delivered by Proposer.]

4. [opinion that the Contract constitutes a legal, valid and binding obligation of the Proposer enforceable against the Proposer in accordance with its terms; if partnership/joint venture, add: and its joint venture members/general partners]

5. [opinion that all required approvals have been obtained with respect to execution, delivery and performance of the Contract; and that the Contract does not conflict with any agreements to which Proposer is a party [if partnership/joint venture, add: and its joint venture members/general partners are a party] or with any orders, judgments or decrees by which Proposer is bound [if partnership/joint venture, add: and its joint venture members/general partners are bound].

6. [opinion that execution, delivery and performance of all obligations by Proposer under the Contract does not conflict with, and is authorized by, the articles of incorporation and bylaws of Proposer [if partnership, replace articles of incorporation and bylaws with partnership agreement and (if applicable) certificate of limited partnership); if joint venture, replace articles of incorporation and bylaws with joint venture agreement; if limited liability company, replace articles of incorporation and bylaws with operating agreement and certificate of formation].

7. [opinion that execution and delivery by the Proposer of the Contract do not, and the Proposer's performance of its obligations under the Contract will not, violate any current statute, rule or regulation applicable to the Proposer or to transactions of the type contemplated by the Contract].

FORM N

PAYMENT BOND

I-25/Cimarron Street (US 24) Design-Build Project

Bond No. _____

WHEREAS, the Colorado Department of Transportation ("CDOT") (referred to herein as "Obligee"), have Awarded to _____, a _____ ("Principal"), a Design-Build Contract for the I-25/Cimarron Street (US24) Design-Build Project dated as of _____, ~~2014~~2015 (the "Contract"), on the terms and conditions set forth therein; and

WHEREAS, Principal is required to furnish a bond guaranteeing payment of claims as described in C.R.S. sections. 38-26-105 through 38-26-107 concurrently with delivery to Obligee of the executed Contract.

NOW, THEREFORE, Principal and _____, a _____ ("Surety"), an admitted surety insurer in the State of Colorado, are held and firmly bound unto Obligee in the amount of $___,000,000 (the "Bonded Sum"), for payment of which sum Principal and Surety jointly and severally firmly bind themselves and their successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal shall fail to pay any of the persons named in C.R.S. sections. 38-26-105 through 38-26-107, with respect to the Work, then Surety shall pay for the same in an amount not to exceed the Bonded Sum; otherwise this obligation shall be null and void.

The following terms and conditions shall apply with respect to this bond:

1. The Contract Documents (as defined in the Contract) are incorporated by reference herein.
2. No alteration, modification or supplement to the Contract Documents or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this bond. Surety waives notice of any alteration, modification, supplement or extension of time.
3. Correspondence or claims relating to this bond should be sent to Surety at the following address:

   _____

   _____

   _____

4. This bond shall inure to the benefit of the persons named in C.R.S. sections 38-26-105 through 38-26-107 so as to give a right of action to such persons and their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, Principal and Surety have caused this bond to be executed and delivered as of _____, ~~2014~~2015.

Principal: _____

By: _____

Its: _____

(Seal)

Surety: _____

By: _____

Its: _____

(Seal)

[*ADD APPROPRIATE SURETY ACKNOWLEDGMENTS*]

FORM O

PERFORMANCE BOND

I-25/Cimarron Street (US 24) Design-Build Project

Bond No. _____

WHEREAS, the Colorado Department of Transportation ("CDOT") (referred to herein as "Obligee"), have Awarded to _____, a _____ ("Principal"), a Design-Build Contract for the I-25/Cimarron Street (US 24) Design-Build Project dated as of _____, ~~2014~~2015 (the "Contract"), on the terms and conditions set forth therein; and

WHEREAS, Principal is required to furnish a bond guaranteeing the faithful performance of its obligations under the Contract Documents (as defined in the Contract) concurrently with delivery to Obligee of the executed Contract.

NOW, THEREFORE, Principal and _____, a _____ ("Surety"), an admitted surety insurer in the State of Colorado, are held and firmly bound unto Obligee in the amount of $___,___.00 (the "Bonded Sum"), for payment of which sum Principal and Surety jointly and severally firmly bind themselves and their successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal shall promptly and faithfully perform all of its obligations under the Contract Documents, including any and all amendments and supplements thereto, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The following terms and conditions shall apply with respect to this bond:

1. The Contract Documents are incorporated by reference herein.

2. This bond specifically guarantees the performance of each and every obligation of Principal under the Contract Documents, as they may be amended and supplemented, including but not limited to its liability for Liquidated Damages and Warranties as specified in the Contract Documents, but not to exceed the Bonded Sum.

3. The guarantees contained herein shall survive the final completion of the design and construction called for in the Contract Documents with respect to those obligations of Principal, which survive such final completion.

4. Whenever Principal shall be, and is declared by Obligee to be, in default under the Contract Documents, provided that Obligee is not then in material default thereunder, Surety shall promptly:

   A. Remedy such default;

   B. Complete the Project in accordance with the terms and conditions of the Contract Documents then in effect; or

   C. Select a contractor or contractors to complete all Work for which a notice to proceed has

been issued in accordance with the terms and conditions of the Contract Documents then in effect, using a procurement methodology approved by Obligee, arrange for a contract between such contractor or contractors and Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under such contract or contracts of completion arranged under this paragraph), sufficient funds to pay the cost of completion less the unpaid balance of the Contract Price; but not exceeding, including other costs and damages for which Surety is liable hereunder, the Bonded Sum.

5. No alteration, modification or supplement to the Contract Documents or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this bond. Surety waives notice of any alteration, modification, supplement or extension of time.

6. Correspondence or claims relating to this bond should be sent to Surety at the following address:

   _____

   _____

   _____

7. No right of action shall accrue on this bond to or for the use of any entity other than Obligee or its successors and assigns.

IN WITNESS WHEREOF, Principal and Surety have caused this bond to be executed and delivered as of _____, ~~2014~~2015.

Principal: _____

By: _____

Its:_____

(Seal)

Surety: _____

By: _____

Its:_____

(Seal)

[*ADD APPROPRIATE SURETY ACKNOWLEDGMENTS*]

FORM P

COMPLETION DEADLINES

Name of Proposer _____

	Contractor Duration Deadlines or Completion Dates
1. Proposed Duration of Construction Impacts.	
2. Proposed Duration of Cimarron Street Bridge Closure (Maximum allowed Calendar Days = 120)	
3. Proposed Duration of Northbound On-Ramp Closure (Maximum allowed Calendar Days = 90)	
4. Project Operational Completion Date in Advance of ~~July 1~~December 1, 2017 (provide a Completion Date)	
5. Final Completion Date in Advance of ~~December~~ April 31, ~~2017~~2018.	
Final Acceptance Deadline: 90 Days after Project Completion	

Notes: Durations shall be set forth as Calendar Days. Completion Dates shall be set forth as fixed date (i.e. month, day and year).

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

FORM Q

ADDITIONAL REQUESTED ELEMENTS (AREs) FORM

Additional Requested Elements (AREs) (Indicate Complete AREs)	Included in Proposal (Put an X in appropriate column	
	No	Yes

CERTIFICATION

I, ___[Authorized Representative]_____, hereby certify that I am the authorized representative of ___[Proposer's Name]_____, and that ___[Proposer's Name]_____ agrees to perform all of the AREs that are checked above, as they are described in this ITP, as part of ___[Proposer's Name's]_____Proposal. The AREs identified above are Fixed Prices included within the Guaranteed Maximum Price/Proposer's Price.

Date: _____, ~~2014~~2015.

FORM R

ADDITIONAL DESIGN EXCEPTIONS FORM

No.	Applicable Standard as listed in Book 3		Existing Standard (verbatim from standard)	Proposed Revision	CDOT Response For CDOT Use Only	FHWA Response For FHWA Use Only
	Originator	Title				

FORM S

Instructions to Proposers - Owner Controlled Insurance Program (OCIP)

General/Overview

See Book 1, Exhibit F, Exhibit L and Project Insurance Manual for insurance requirements for this project.

The following lines of insurance coverage will be purchased and covered by CDOT and will included in an OCIP:

1) Contractor's Pollution Liability
2) Builder's Risk

The successful contractor and their appropriate subcontractors shall enroll and participate in the OCIP in accordance with Book 1.

The following lines of insurance coverage may be purchased and covered by CDOT and may be included in an OCIP:

1) Commercial General Liability
2) Excess (Umbrella) Liability
3) Worker's Compensation
4) Project Professional Liability

The successful contractor and their appropriate subcontractors will be required to enroll in the OCIP in accordance with Book 1, Exhibit F. Prior to award, CDOT will analyze the successful proposal to determine if these lines of coverage will be included in the OCIP.

The following lines of insurance coverage will not be covered by CDOT in an OCIP and are required in accordance with Book 1, and shall be provided by the Contractor:

1) Off-site/of location coverage for General Liability and Excess/Umbrella Liability
2) Automobile Liability
3) Inland Marine/Property-Insurance for the Contractor's equipment or facilities
4) Aviation – if warranted
5) Environmental/Asbestos Abatement – if warranted
6) Railroad protective coverage – if warranted
7) Other business-oriented coverage carried by the Contractor within their corporate overhead

The OCIP will not provide coverage for vendors, suppliers, material dealers, haulers and/or independent haulers, or others who merely transport, pick up, deliver, or carry material, parts or equipment or any other items or persons to or from the Project site. Subcontractors providing on site hauling services with dedicated payroll will be considered eligible for enrollment at CDOT's discretion.

Proposal Requirements

Proposals shall be inclusive of all insurance costs of the project necessary to meet the requirements of Book 1, with the exception of Contractors Pollution Liability and Builder's Risk.

As part of their Proposal package, Proposers shall complete and submit form OCIP-A to separate out insurance costs that are included in their Proposal for the following lines of coverage:

1) Commercial General Liability
2) Excess (Umbrella) Liability
3) Worker's Compensation
4) Project Professional Liability

Form OCIP-A shall delineate total insurance costs, insurance cost that could be associated with the OCIP and insurance costs that must remain the responsibility of the contractor.

If requested, the successful Proposer shall allow CDOT's Risk Management, Insurance Broker, and Underwriter(s) to review any and all information that was used to complete Form OCIP-A order to confirm the methodology and accuracy of the data and to assure that the insurance costs are within industry standards.

Prior to Award, CDOT at its sole discretion will determine which, if any, lines of coverage will be covered by CDOT in the OCIP. If selected for OCIP, the corresponding line item dollar amounts supplied by the successful proposer will become credits to CDOT.

Immediately following Award, CDOT will create line item deductions (credits to CDOT) for any of the above insurance coverage categories to be included in the OCIP and will be documented in Book 1, which will become an attachment to the final contract. Immediately following Award, the Proposer shall submit a revised cost loaded WBS, in the same format as previously submitted, with the appropriate deductions in cost to each WBS element and sub-element to account for the credits to CDOT associated with the OCIP.

No additional compensation will be made to the Contractor for insurance costs for

Change Order work for insurance provided by the OCIP.

Lines of coverage that CDOT has secured under the OCIP meet the requirements of Book 1.

The Contractor shall be responsible for all or part of the deductible when it or its subcontractor is found to be responsible for an OCIP covered claim in accordance with Book 1.

Incentive/Disincentive

Incentives totaling up to $~~x~~ 61,000 are available to the successful Proposer for this project. Incentives depend on OCIP participation, responsiveness and safety performance as described in Book ~~x~~1, ~~Section x.x~~Exhibit L and will be paid generally as follows:

25%. Responsiveness, accuracy of rates in the worksheets and additional effort between the RFP submittal and contract award.

25%. OCIP enrollment and reporting accuracy and timeliness.

50%. Safety Compliance, Loss Statistics and Experience compared to Loss Expectations documented at the time of award.

[attachment Form OCIP-S(1). Worksheet to calculate insurance costs]

[attachment Form OCIP-S(2), Contractor Credit Report]

Colorado Department of Transportation (CDOT)

I-25/Cimarron Street (US 24) Interchange

Affidavit

Owner Controlled Insurance Program (OCIP)

I certify that all insurance costs, which have been included and purchased by the Owner in their Owner Controlled Insurance Program (OCIP), including any overhead, have been removed from the proposal price and our cost of construction. I verify the information presented above, and on all attachments, are true and correct.

Signature: **Title:** **Date:**

(Officer of the Company)

Contractor Company Name:

Address: **Phone:**

CONTRACT REFERENCE:_____

OCIP-S(1)
Insurance Calculation Worksheet

Your Company Name: _____

Your Company was hired by: _____

% Self-Performed Work: _____ Contract Amount: $_____

I. Workers' Compensation and Employers Liability

Labor Classification	WC Class Code	Estimated Man Hours	Estimated Payroll	WC Rate (Per $100 of Payroll)	Premium	Policy Deductible

Subtotal: _____

Note: Deductible program credits do not apply

Increased Employer's Liability Factor: x _____

Note: Identify workers' compensation loss rate per $100 of payroll within the policy deductible

Experience Modification Factor: x _____

Other Factors (Identify): x _____

Surcharge: x _____

Total Workers' Compensation Premium (A): $ _____

II. Primary General Liability

Labor Classification	GL Class Code	Estimated Payroll or Contract Value	GL Rate	Premium

Note: Identify General Liability loss rate per $100/$1,000 of payroll or receipts within the policy deductible _____

Total General Liability Premium (B): $ _____

III. Excess/Umbrella Liability*

Estimated Payroll or Contract Value	Umbrella Rate	Premium

Total Umbrella Liability Premium (C): $ _____

* If Excess/Umbrella Liability premium is flat-charge, develop rate by dividing your excess policy annual premium by estimated annual payroll. Apply this rate to the estimated payroll for this project. If annual rate is not provided a minimum deduct of 15% of the primary General Liability rate will be applied.

IV. Profit Overhead and Contingency _____ **% of Premium (D): $** _____

V. Total Initial Insurance Deduct **Total Lines of Insurance (A+B+C+D): $** _____

_____ _____ _____

Broker/Agency Name **Broker Signature** **Date**

***Policy rate pages must be submitted with this worksheet.**

COLORADO DEPARTMENT OF TRANSPORATION
IM 0252-423, Sub Account: 19039

Insurance Worksheet Summary
Form OCIP - S(2)

Contractor Name	Proposal Price	Construction Value (CV) within the Proposal Price	Payroll Estimate	% of Payroll to CV	Line of Coverage	Gross Insurance Amount herein identified in the Proposal (A)	Insurance Calculation Worksheet (Y/N)	WC Rate Basis Indicator (Payroll or CV)	WC Rate Basis (% of Rate Basis)	GL/Excess Rate Basis Indicator (Payroll or CV)	GL / Excess Rate Basis (% of Rate Basis)	OCIP Insurance Calculation (B)	Contract Insurance Line Item - Proposal Price Net of OCIP Insurance (A-B)	Notes
CONTRACTOR / JV PARTNERS														
					Workers' Compensation									
					Commercial General Liability									
					Excess (Umbrella) Liability									
TOTAL CONTRACTOR / JV CREDITS														

Instructions:

1. Contract Value (CV) - Total Proposal Price, Net of OCIP Insurance - excluding coverage being provided by the Owner as provided for in the OCIP in Section 2.1 / 2.2 of Exhibit F - Insurance.
2. Payroll Estimate - Estimate of Payroll for self-performed work of the Contractor (WC Payroll Estimate).
3. % of Payroll Estimate to CV.
4. **Gross Insurance Amount (A)**- Total Project Insurance Amount for the Contractor based upon the Exhibit F, Section 1.0 (prior to removal of insurance under the OCIP)
5. Insurance Calculation Worksheet - An Insurance Calculation Worksheet must be provided for the Contractor, including a separate worksheet for each where there are JV Partners
6. WC Rate Base Indicator
7. WC Rate Basis - % of Rate for WC based upon the Policy Rate Basis. Example (Rate Per $100 of WC Payroll)
8. GL/Excess Rate Basis Indicator
9. GL / Excess Rate Basis - % of the blended Rate for GL / Excess based upon the Policy Rate Basis. Example (Rate Per $1000 of CV)
10. **OCIP Insurance Calculation (B)** - Amount of Insurance removed for the Contractor from your Proposal Price based upon Sections 2.1 / 2.2 of Exhibit F - Insurance
11. **Contract Insurance Line Item - Proposal Price Net of OCIP Insurance (A-B)** - Represents the insurance cost remaining in the Proposal Price for the Contractor based upon Sections 2.3 / 2.4 of Exhibit F - Insurance

Assistance for Calculation of Insurance:

a. **Workers' Compensation:** Multiply your class code(s) rate times per $100 of payroll.
b. **General Liability:** Multiply your classification rate times per $1,000 of payroll or construction value.
c. **Excess Liability:** If Excess Liability is a flat charge, develop rate by dividing your Excess policy annual premium by estimated annual payroll. Apply this rate to the estimated payroll or CV for this project.

***The Contractor must provide this Insurance Worksheet Summary, OCIP- S (2), and Insurance Calculation Worksheets - Form OCIP - S(1) for their insurance, including separate worksheets for any JV Partners.**
***The Contractor need not include Insurance Calculation Worksheets, nor summarize herein, insurance estimates of Subcontractors.**
*** The Contractor and their Subcontractors must provide Proposal Prices which are Net of the OCIP provided Insurance as provided for in Exhibit F - Insurance, Section 2 - CDOT OCIP Requirements.**