



120th Avenue Connection



Colorado Department of Transportation

Region 6

INSTRUCTIONS TO PROPOSERS

120th Avenue Connection
Design-Build Project

Final

REQUEST FOR PROPOSAL

January 29, 2009

PROJECT NO. STA C800-001
16501 (CN)

TABLE OF CONTENTS

1.0	Introduction	1
1.1	Certain Definitions	1
1.2	Request For Proposals Documents	1
1.3	Project Description	2
1.4	Project Funding	3
1.5	Project Goals	3
1.6	Guaranteed Maximum Price (Fixed Price)	3
1.7	Additional Requested Elements	3
1.8	Options	4
1.9	Contract Drawings and Reference Documents	4
1.10	Notice to Proceed	4
1.11	Procurement Schedule	5
2.0	Proposal Process	5
2.1	Preproposal Submittals	5
2.1.1	Alternative Configuration Concepts and Technical Approaches	5
2.1.2	CDOT's Review of Alternative Configuration Concepts and Technical Approaches ...	6
2.1.3	Pre-Proposal Submission of Alternative Configuration Concepts and Technical Approaches	7
2.1.4	General	7
2.2	Proposals	7
2.2.1	Submission of Proposals	7
2.2.2	Evaluation of Proposals	8
2.2.3	Authorization of Proposal Evaluation Board	8
2.3	Additional Information	8
2.3.1	Oral Presentations	9
3.0	Proposal Requirements	9
3.1	Format and Quantities	9
3.2	Structure of the Proposal	10
3.3	Volume I: Executive Summary	10
3.4	Volume II – Proposer Information and Certifications	11
3.4.1	Proposal Letter	11
3.4.2	Information About Proposer Organization	11
3.4.3	Changes in Proposer's Organization; Changes from Statement of Qualifications	11
3.4.4	Non-Collusion Affidavit	11
3.4.5	Buy America Certifications	11
3.4.6	Debarment, Suspension, Ineligibility, and Voluntary Exclusion	11
3.4.7	Use of Contract Funds for Lobbying	11
3.4.8	Equal Employment Opportunity	11
3.4.9	Authorization Documents	12
3.4.10	Escrow Agreement	12
3.5	Volume III – Technical Proposal	13
3.6	Volume IV –Approved Alternative Configuration Concepts and Technical Approaches	15
3.7	Volume V – Price Information	15

3.7.1	Form J: Price Information	15
3.7.2	Disadvantaged Business Enterprises/Subcontracting and Small Business Requirements	16
3.8	Volume VI – Options Proposal	16
4.0	Evaluation Criteria; Authorization of Project Executive Committee	16
4.1	Confidentiality	16
4.2	Responsiveness Evaluation	16
4.2.1	Guaranteed Maximum Price	17
4.2.2	Pass/Fail Criteria	17
4.3	Evaluation of the Technical Proposal	17
4.3.1	Points Available for Section One	17
4.3.2	Points Available for Sections Two, Three, and Four	18
4.4	Best Value Determination	22
4.5	Authorization of Proposal Evaluation Board	23
4.5.1	Award Without Negotiations	23
4.5.2	Negotiations	23
4.5.3	Best and Final Offers	23
4.5.4	Rejections of Proposals	23
5.0	Procurement Requirements	23
5.1	Receipt of Request for Proposals Documents and Other Notices	23
5.2	Examination and Interpretation of Request for Proposals Documents	24
5.3	Addenda	24
5.4	Reserved	25
5.5	Improper Conduct	25
5.6	Withdrawal of Proposal After Proposal Due Date	25
5.7	Responsive Proposal	25
5.8	Stipend	25
5.9	Ownership of Proposals	26
5.10	Colorado Open Records Act	26
5.11	Changes in Proposer’s Organization	27
5.12	Escrowed Proposal Documents	27
5.12.1	Format of Escrowed Proposal Documents	27
5.12.2	Review of Escrowed Proposal Documents	27
5.12.3	Return of Escrowed Proposal Documents	27
5.12.4	CDOT’s Acknowledgment	27
5.13	Protests	28
5.13.1	Protests Regarding Request for Proposal Documents	28
5.13.2	Protests Regarding Responsiveness, Best Value Evaluation, or Award	29
5.14	Ex Parte Communications	29
5.15	Project Rights and Disclaimers	29
6.0	Contract Execution	30

FORMS

Form A	Proposal Letter
Form B	Proposer/Major Participant Information
Form C	Non-Collusion Affidavit
Form D	Buy America Certification (FHWA)
Form E	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
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	Guaranteed Maximum Price Allocation Form
Form K	Option Price Form
Form M	Opinion of Counsel
Form N	Payment Bond
Form O	Performance Bond
Form P	Completion Deadlines
Form Q	Additional Requested Elements

1.0 INTRODUCTION

CDOT will issue this Request for Proposals (RFP), dated December 11, 2008 to solicit competitive Proposals for a Design/Build Contractor (“Contractor”) to enter into a Contract (“Contract”) to design and construct the 120th Avenue Connection (the “Project”), a direct connection across US 36 between the intersection of SH 128 and Wadsworth Parkway (SH 121) on the west and 120th Avenue (SH 128/US 287) on the east. Proposals will only be considered from those Proposers (“Proposers”) that were notified in writing by CDOT and that were short-listed under CDOT's Request for Qualifications (RFQ) issued on October 9, 2008

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 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 15% or greater interest in the Submitter; any Subcontractor(s) that will perform Work valued at 10% or more of the overall Contract amount; the lead engineering/design firm(s); and each engineering/design sub-consultant that will perform 20% or more of the design Work

Book 1, Exhibit A, contains the definitions of 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, Contract Terms and Conditions.
 - B. Book 2, Technical Requirements.
 - C. Book 3, Applicable Standards, Data, and Reports.
 - D. Book 4, Contract Drawings/Right-of-Way (ROW) Plans.
3. 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, Section 1.3.

1.3 Project Description

CDOT, in partnership with the City and County of Broomfield, proposes to provide a direct connection across US 36 between the intersection of SH 128 and Wadsworth Parkway (SH 121) on the west and 120th Avenue (SH 128/US 287) on the east.

The proposed overall 120th Avenue Connection improvements involve the extension of 120th Avenue (SH 128) from Wadsworth Parkway (SH 121) east to U.S. 287, a distance of approximately 1.1 miles. It also includes extensions and/or improvements to several other local roads, including: Commerce Street, which will be extended from its current terminus at Park Street, approximately ½ mile to the south to 118th Avenue; Wadsworth Boulevard, which will be realigned approximately 500 feet to the west of its current location for a distance of approximately 1,500 feet, where it will tie back in with the existing street; a new section of 118th Avenue, which will be from existing Allison Street to realigned Wadsworth Boulevard, a distance of approximately 650 feet; and U.S. 287, where a new connection will be made from just north of 120th Avenue to Upham Street, a distance of approximately 1,300 feet. New bridge structures will be required on 120th Avenue over U.S. 36 and proposed Commerce Street, and there will be an undercrossing of the BNSF Railroad. The improvements are proposed to be constructed in three phases as follows:

Phase 1 includes the extension of SH 128 (120th Avenue) from Wadsworth Parkway to Wadsworth Boulevard (with structures over US 36 and Commerce Street), and realigning and relocating a portion of Wadsworth Boulevard.

Phase 2 will include the remaining extension of 120th Avenue, from Wadsworth Boulevard to U.S. 287, where it will tie back in with existing 120th Avenue. This includes the undercrossing of the BNSF Railroad. Also included in Phase 2 is the U.S. 287 connection to Upham Street.

Phase 3 is the remaining improvements to the local streets, including Commerce Street and 118th Avenue and is included in the Contract as Additional Requested Elements (ARE's).

This solicitation is only for the design and construction of Phases 1 and 3 of the overall project.

Except as otherwise stated or required in the Contract Documents, CDOT Roadways (SH-121, SH-128, and US-36) shall be designed and constructed according to CDOT standards and requirements. Remaining roadways shall be designed and constructed according to City and County of Broomfield standards and requirements.

Other improvements in the general project area which are not a part of this project include:

- RTD Improvements: RTD is proposing to construct a new park-n-Ride facility south of the proposed 120th Avenue Connection bridge, which includes a pedestrian bridge over U.S. 36 with bus slip ramps from U.S. 36 to serve this crossing. This Project must be completed and functional before the 120th Avenue Connection project can be completed (which requires the removal of the existing park-n-Ride at Wadsworth Parkway).
- Future U.S. 36 Improvements: Future ultimate widening of both Wadsworth Parkway and U.S. 36 (Boulder Turnpike), a new diamond interchange at U.S. 36 and 120th Avenue, and a revised interchange configuration at U.S. 36 and Wadsworth Parkway are being studied as a part of the U.S. 36 Environmental Impact Statement (EIS) project. While the final preferred configuration is not known at this time, conceptual geometry and grades

of what is considered to be the alternative with the widest footprint are being used by the 120th Avenue Connection project to set grades and structure clearances, and plan future drainage impacts.

The Environmental Assessment (EA) which was completed in March 2005 and the Finding of No Significant Impact (FONSI) was issued by FHWA in January 2006. A re-evaluation of the EA was completed in March, 2008. The final RFP encompasses environmental commitments and mitigation measures within the EA.

1.4 Project Funding

The Project will be funded with a combination of Federal funds, State funds and Local funds. Proposers must comply with all applicable federal, state, and local requirements.

1.5 Project Goals

The following prioritized project goals have been established:

- Maximize improvements within the program budget.
- Provide a quality product.
- Minimize inconvenience to the traveling public and affected residents and businesses.
- Provide a visually-pleasing finished product.
- Meet or beat the contract schedule.

1.6 Guaranteed Maximum Price (Fixed Price)

The Work required for the Basic Configuration of the Project plus any Additional Requested Elements (AREs) and portions of AREs included in the Proposal shall not exceed the Guaranteed Maximum Price. The Basic Configuration is defined in the Contract.

1.7 Additional Requested Elements

The following prioritized Additional Requested Elements (AREs) have been identified for the Proposers to include in the Project, within the Guaranteed Maximum Price.

1. Additional Requested Element #1 - 118th Avenue.
2. Additional Requested Element #2 - Commerce Street south of 120th.
3. Additional Requested Element #3 - Commerce Street north of 120th.

All Work for ARE #1, 118th Avenue, must be included in proposed Contract Work before any Work, for ARE #2, Commerce Street south of 120th, or ARE #3, Commerce Street north of 120th, are proposed. If all Work for ARE #1 is not proposed portions of Work for ARE #1 may be proposed, however no Work for ARE #2 or ARE #3 will be proposed.

All Work for ARE #2, Commerce Street south of 120th, shall be proposed before any Work for ARE #3 is proposed.

Only fully-functional, safe and fully operational portions of an ARE will be considered for Approval when all Work for an entire ARE is not included by the Proposer.

AREs or portions of an ARE shall be presented in accordance with the Proposal Process, Section 2.0.

1.8 Options

Additional Requested Elements, and portions of incomplete AREs, that the Proposer is unable to include in its Proposal within the Guaranteed Maximum Price shall become Options. The Proposer is required to include an Option Price for each Option with its Proposal on Form K. CDOT shall not consider such Option Prices in its evaluation of the Proposals. If all AREs are included in their entirety in the Proposal the submittal of Form K shall not be required.

Prior to the dates indicated in Book 1, Exhibit I, 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 Contract Drawings and assessing its adequacy or inadequacy to meet the Contract requirements.

The Contractor is not required to conform to the drawings and information included in the Reference Documents, except to the extent referenced by the Basic Configuration and ARE descriptions set forth in Book 2 Section 1 and to the extent specifically permitted in the Contract Documents (excluding the Proposal Documents), although such documents contain design solutions and other information that the Proposer may find valuable in meeting the requirements of the Contract Documents and in reducing Project costs. The Reference Documents may contain cost-effective design solutions, which, without substantial changes, meet the Contract requirements. Nonetheless, 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 the design Work contained in the Reference Documents. The Reference Documents are provided solely for Contractor's reference and are without representation or warranty by CDOT, unless specifically stated otherwise in Book 1.

1.10 Notice to Proceed

CDOT anticipates that it will complete the procurement process and issue the First Notice to Proceed (NTP1) within 30 days after selection.

1.11 Procurement Schedule

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

MILESTONE	DATE
Issue Draft RFP	December 18, 2008
Industry Meetings with Pre-Qualified Proposers	January 5 - 8, 2009 January 13 – 16, 2009
Issue RFP	January 29, 2009
One-on-One Meetings / Alternative Configuration Concepts (ACC) with Pre-Qualified Proposers	February 9 - 13, 2009 February 23 – 27, 2009
Last Date for Pre-Proposal Submittal of ACCs	March 6, 2009
Last Date for Owner Comments to Pre-Proposal ACC and Technical Approach Submittals	March 13, 2009
Last Date for Proposer Submittals of Request for Clarifications (RFCs)	March 20, 2009
Last Addendum to RFP Issued	March 26, 2009
Proposal Due Date	April 9, 2009
Escrowed Proposal Documents (EPDs) Due Date	Three Working Days after Proposal Due Date
Select Contractor	May 25, 2009

2.0 PROPOSAL PROCESS

2.1 Preproposal Submittals

2.1.1 Alternative Configuration Concepts and Technical Approaches

CDOT encourages the Proposer to recommend alternatives to the Basic Configuration, AREs and portions of AREs, and changes to the Quality Management, Geotechnical, and Pavement (excluding pavement type), Earthwork, Drainage, Roadways, Structures, Maintenance of Traffic, Public Information, Modifications to the Standard Specifications requirements, and Aesthetic Treatment Concepts (Reference Documents) that are equal or better in quality or effect (as determined by CDOT in its sole discretion) ("Alternative Configuration Concepts" or "ACCs"). Other RFP Sections are not subject to the ACC process.

The Basic Configuration is defined in Book 2, Section 1.0. The Basic Configuration is a Contract requirement except to the extent that it is superseded by pre-Approved ACCs under this Section 2.1.1.

No changes to the Basic Configuration, AREs or portions of AREs, or to the Quality Management, Geotechnical and Pavement (excluding pavement type on non-CDOT roadways), Earthwork, Drainage, Roadways, Structures, Maintenance of Traffic, Public Information,

Modifications to the Standard Specifications requirements, and Aesthetic Treatment Concepts will be permitted unless they have been Approved by CDOT under this Section 2.1.1.

The Proposer shall submit its Technical Approaches to any structures not historically used by CDOT if applicable (see Book 2, Structures). A Technical Approach to any structure that varies from what is historically used by CDOT will be permitted when pre-Approved by CDOT.

Except for incorporating Approved ACCs and Technical Approaches, the Proposal may not otherwise contain exceptions to or deviations from the requirements of this RFP.

The ACC and Technical Approach submission must include:

1. A narrative description of the ACC or Technical Approach.
2. The locations where the ACC or Technical Approach will be used on the Project.
3. Conceptual drawings of the ACC or Technical Approach, if it affects drawings.
4. An analysis of the cost savings and/or any other benefits of implementing the ACC or Technical Approach.
5. Any other information required by CDOT.

In the event that implementation of an ACC or Technical Approach will require Governmental Approvals, the Proposer will have full responsibility for obtaining any such approvals. If any required approval 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.

2.1.2 CDOT's Review of Alternative Configuration Concepts and Technical Approaches

CDOT intends to review the ACCs and Technical Approaches and return verbal comments, as determined in CDOT's sole discretion, to each Proposer during one-on-one meetings, provided that CDOT will return comments by the date in Section 1.11 Procurement Schedule..

CDOT's comments on ACCs shall be limited to one of the following statements:

1. The ACC is Approved.
2. The ACC is not-Approved.
3. Identification of any conditions, which must be met in order to Approve the ACC.

CDOT's comments on Technical Approaches shall be limited to one of the following statements:

1. The Technical Approach to the structure appears to be generally acceptable and within the Contract Document requirements; or
2. Identification of areas in which the approach appears to be inconsistent with the Contract Document requirements.

Proposer may incorporate zero, one, or more Approved ACCs as part of its Proposal. If CDOT responded to an ACC by stating that certain conditions must be met for Approval, the Proposer

may incorporate such ACC with conditions into the Proposal at its risk. If the Proposer incorporates an ACC with conditions into its Proposal, the Proposer shall be responsible to comply with such ACC conditions if Awarded the Contract. Copies of CDOT's ACC Approval letters for each incorporated ACC shall be included in the Proposal, Volume I, Section 4.

Except for incorporating Approved ACCs or ACCs with conditions at the Proposer's risk, the Proposal may not otherwise contain exceptions to or deviations from the requirements of the RFP.

2.1.3 Pre-Proposal Submission of Alternative Configuration Concepts and Technical Approaches

CDOT will conduct one-on-one meeting(s) to discuss the Proposer's ACCs and Technical Approaches added, if any. Subject to the Colorado Open Records Act, all discussions with the Proposers regarding ACCs and Technical Approaches will remain confidential. Additional information and requirements regarding any one-on-one meeting(s) (schedule, format, etc.) will be provided by CDOT. The Proposer shall submit two copies of its desired ACCs and technical Approaches in a sealed container no later than the date in Section 1.11 Procurement Schedule to:

Delivery: Moe Awaznezhad, P.E., Project Director
Colorado Department of Transportation
Region Six North Section
2000 South Holly Street
Denver, Colorado 80222

The identity of the Proposer, RFP number, and legend "Alternative Configuration Concepts and Technical Approaches for the CDOT Design/Build Project" and the words "**CONFIDENTIAL – PROPRIETARY INFORMATION**" shall be clearly shown on the outer cover of the container.

2.1.4 General

CDOT anticipates that the comments provided to each Proposer will be sufficient to enable the Proposer to make any necessary changes to its ACCs and Technical Approaches; however, if the Proposer wishes additional clarification regarding necessary changes, the Proposer may provide a written request for clarification under subsequent procedures.

2.2 Proposals

2.2.1 Submission of Proposals

The Proposal, as defined, must be received at the address set forth below by **3:00 p.m., Mountain Daylight Time**, on the date in Section 1.11 Procurement Schedule. It is the Proposer's sole responsibility to see that its Proposal is received as required. Proposals received after the date and time due may be rejected without consideration or evaluation.

The Proposer shall submit the Proposal in sealed containers that shall contain the original and twelve duplicate sets. The identity of the Proposer, RFP number, Proposal volume number, and legend "Proposal for the CDOT Design/Build Project" shall be clearly shown on the outer cover

of the container. Volume 1 and Volume II, per section 3.0 below, shall be in separately-sealed containers. The Proposer shall submit the sealed containers to:

Delivery: Moe Awaznezhad, P.E., Project Director
Colorado Department of Transportation
Region Six North Section
2000 South Holly Street
Denver, Colorado 80222

The original documents 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 remaining sets shall be numbered 'Copy ___ of (NUMBER OF COPIES) Copies'.

Failure to use a sealed container or to properly identify the Proposal may result in an inadvertent opening of the Proposal before the time and place for the opening of Proposals and may result in disqualification of the Proposal. The Proposer shall be entirely responsible for any consequences, including disqualification of the Proposal, which result from such inadvertent opening if CDOT determines that the Proposer did not follow the instructions herein.

2.2.2 Evaluation of Proposals

2.2.2.1 Responsiveness Review

CDOT shall perform a responsiveness evaluation of the Proposals in accordance with Section 4.0 below.

2.2.2.2 Evaluation of Technical Proposal

CDOT shall evaluate portions of the technical proposal which are not pass/fail in accordance with Section 4.0 below.

2.2.2.3 Ranking of Proposals

The order of the Proposals will be determined based on a best-value determination in accordance with a defined process.

2.2.3 Authorization of Proposal Evaluation Board

Upon determination of the order of the Proposals, the Project Director will present the results to the Proposal Evaluation Board (PEB) and recommend that it authorize Award, negotiations, Best and Final Offers (BAFOs), or rejection of all Proposals, in accordance with a defined process.

2.3 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.

2.3.1 Oral Presentations

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

3.0 PROPOSAL REQUIREMENTS

3.1 Format and Quantities

The format is provided to promote uniformity in the responses to the RFP and to facilitate the evaluation process. Text shall be in English in a standard font, a minimum of 11 points in height, single-spaced. A minimum font of eight points in height shall be used for tables, figures, drawings and graphics. Pages shall be 8.5-inch by 11-inch white paper. Each volume shall include dividers for each section/subsection.

Drawings shall be submitted on 11-inch by 17-inch white paper. Schedule plots shall be on **11x17 inch** paper, folded, and inserted in an envelope or similar holder that is incorporated into the volume.

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

1. All original signatures shall be in blue ink.
2. Information should be clear and concise. Documentation that is difficult to read may be rejected and may lead to disqualification.
3. The information shall be easily reproducible by common black and white photocopying machines. Color photographs, renderings, and brochures shall be adequately bound and suitably protected for handling and circulation during review.

The Proposer shall adhere to the format and minimize page count by presenting information as concisely as possible. Justification shall be provided for any significant deviation from these guidelines.

Each volume shall be bound in loose-leaf binders with dividers separating at least each major section, and which will allow pages to be easily added or removed.

The Volume 1: Section 3 Technical Proposal shall be further subdivided by the criteria listed below. Pages and binders containing confidential/proprietary information should be clearly marked. The covers of any volumes containing any confidential or proprietary information shall be marked accordingly.

The Proposer shall provide one complete original hardcopy of the Proposal; one complete electronic copy of the Proposal with appendices on a compact disk(s) (the electronic copy may include Proposal forms that are not executed and may be in PDF format) for each Volume; twelve hardcopies of Volume 1 Executive Summary; four hardcopies of Volume II Proposer Information and Certifications; twelve copies of Volume III Technical Proposal (excluding the Basic Configuration Diagram); four copies of Volume IV Approved ACCs and Technical

Approaches; four copies of Volume V Price Information; and four copies of Volume VI Options Proposals. Each copy must be identified in the upper right-hand corner of its front cover as “Copy ___ of (DEFINE NUMBER OF COPIES) Copies.

3.2 Structure of the Proposal

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

1. Volume I - Executive Summary
2. Volume II - Proposer Information and Certifications
3. Volume III - Technical Proposal
4. Volume IV - Approved ACCs and Technical Approaches
5. Volume V - Price Information
6. Volume VI - Options Proposal

3.3 Volume I: Executive Summary

The Proposer shall submit an Executive Summary. 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 shall limit the Executive Summary to no more than 10 - 8 ½” x 11” pages, inclusive of text, photographs, and/or renderings. The Proposer is encouraged to highlight those items which, in the opinion of the Proposer, represent added value by exceeding the RFP requirements and Project goals, and which may distinguish its Proposal from those of other Proposers. The Executive Summary shall include a brief, comprehensive summary of pertinent information from each volume of the Proposal, as described below.

1. Proposal Overview Statement. A summary of the Proposal organization and contents. Include a summary chart depicting the location of each RFP requirement in the Proposal.
2. Proposer Information and Certifications. A summary of the legal structure of the Proposer, agreements among the Proposer team members and the 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 Approved ACCs or Technical Approaches, and AREs or portions of AREs incorporated in the Technical Proposal.

The Executive Summary shall be suitable for presentation to, and for review by the Executive Management level of CDOT and the City and County of Broomfield. As it may be released to the media after Award of the Contract, sensitive or confidential information that may be misused, misconstrued, or misrepresented should not be included or discussed in the Executive Summary.

3.4 Volume II – Proposer Information and Certifications

3.4.1 Proposal Letter

The Proposer shall submit a Proposal letter using Form A.

3.4.2 Information About Proposer Organization

The Proposer shall include Form B for the Proposer and for each Major Participant, modified as appropriate for each Major Participant.

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

3.4.3.1 Receipt of Proposals

The Proposer shall describe any changes in the Proposer's organization, including Key Personnel or Major Participants (see Section 5.11), and shall include Form I and submit a copy of CDOT's Approval letter for each such change.

3.4.4 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.

3.4.5 Buy America Certifications

The Proposer shall submit Form D.

3.4.6 Debarment, Suspension, Ineligibility, and Voluntary Exclusion

The Proposer shall list each Person required to submit Form E regarding debarment, suspension, ineligibility, and voluntary exclusion (as indicated on Form E), and shall submit Form E with respect to each such Person.

Form E, with respect to subcontractors (other than the Proposer and Major Participants), may be submitted up to ten days after the Proposal Due Date or after the subcontract has been executed.

3.4.7 Use of Contract Funds for Lobbying

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

3.4.8 Equal Employment Opportunity

The Proposer shall list each Person required to submit Form G certifying compliance with equal employment opportunity clause requirements, as indicated on Form G, and shall submit Form G with respect to each such Person.

Form G, with respect to Subcontractors (other than the Proposer and Major Participants), may be submitted up to ten days after the Proposal Due Date or after the subcontract has been executed.

3.4.9 Authorization Documents

3.4.9.1 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, which documents shall be consistent with the responsibilities to be undertaken by the Proposer and Major Participants under the Contract.

3.4.9.2 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.

3.4.9.3 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 venturers 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 BAFOs.

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 resolutions authorizing the same.

3.4.9.4 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 resolutions authorizing the same.

3.4.9.5 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 therefrom.

3.4.10 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 (EPDs) per Form H, and as specified in the Escrow Agreement, by 2:00 p.m. Mountain Time on the EPDs Due

Date, as specified in Section 1.11. The CDOT Project Director and the Proposer can agree to a different method of providing EPDs to CDOT.

3.5 Volume III – Technical Proposal

The total page limit for the Technical Proposal is sixty (60) pages excluding Form Q, the narrative scope for AREs or portions of AREs, the Basic Configuration, Form P, the draft construction phasing plan with notes and Form I. Suggested page limits for the Technical Proposal sections are identified in this Section 3.5. The Proposer has the flexibility to provide more or less pages than the suggested page limits but shall not exceed the sixty (60) total page limits.

The Technical Proposal shall contain the following items:

Section One: Maximize improvements within the program budget.

A. Additional Requested Elements (AREs):

- 1) Form Q completed showing the AREs and portions of AREs included in the Proposal.
- 2) A narrative describing the scope of each ARE and portions of AREs 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 ACCs or ACCs with conditions that may modify the ARE or portions of AREs. **Four page suggested page limit for each ARE or portion of ARE included in the Proposal, two of which may be 11x17 inches illustrative graphics.**

B. Basic Configuration:

- 1) A Basic Configuration at 1 inch equals 200 feet shall be submitted with existing topography (aerial is acceptable) showing all major Work elements for the Project including AREs and portions of AREs included in the Proposal. **Color, individual sheets with a maximum of 11x17 inches with no suggested page limits.**
- 2) Provide a narrative that describes how the Basic Configuration elements will be compatible with the ultimate US 36 lane configuration. Include in the narrative a discussion of elements such as pavements, major drainage structures, storm sewers, bridge structures, retaining walls and noise walls. **Fifteen page limit suggested.**

Section Two: Provide a quality product.

A. Approach and commitments for the Quality Program. **Ten page limit suggested.**

- 1) Provide quality policy approach and commitments.
- 2) Provide quality planning approach and commitments.
- 3) Provide quality assurance approach and commitments (highlighting inspection approach and proposed hold points).
- 4) Provide quality improvement approach and commitments.
- 5) Provide a quality resources loading curve depicting resource commitments of quality personnel for the duration of the Project.

- B. Project Management Plan. **Ten page limit suggested, not including Form I.**
- 1) Provide detailed organization chart.
 - 2) Provide Project communication and management processes, including internal (Contractor) and external (CDOT, City and County of Broomfield, Utilities, Railroad) stakeholders.
 - 3) Provide approach to partnering (including conflict and dispute escalation and resolution process).
 - 4) Provide Key Personnel (Form I).
- C. Environmental compliance approach and commitments. **Five page limit suggested.**
- 1) Provide approach and commitments to minimizing and mitigating impacts to wetlands and water quality during construction, including the use of Best Management Practices (BMPs).
 - 2) Provide approach and commitments to minimizing and mitigating impacts to riparian areas during construction.
 - 3) Provide approach and commitments to controlling construction noise.
 - 4) Provide approach and commitments to controlling dust and debris during construction.
- D. Safety Program approach and commitments.
- 1) Provide approach and commitments for the Safety Program to eliminate or control accident risks to personnel, general public, and environment **Three page limit suggested.**

Section Three: Minimize inconvenience to the traveling public and affected residents and businesses.

- A) Approach and commitments for the Public Information Plan. **Five page limit suggested.**
- (1) Provide commitments of innovative strategies, tactics and solutions to communicating construction activities and coping messages to the public and stakeholders including impacted businesses.
 - (2) Provide commitments of the Contractor's approach to how it will be proactive and flexible in identifying and responding to the public and stakeholders and impacted businesses concerns throughout the progress of the project.
 - (3) Provide approach and commitments to keeping CDOT informed of its communication efforts with the public and Stakeholders.
 - (4) Provide approach and commitments related to releasing information including construction schedule, maintenance of traffic, road closures, access plans and width restrictions.
 - (5) Provide crisis communication approach and commitments detailing how its public information staff will be involved when dealing with crisis situations.
- B. Maintenance of Traffic.
- 1) Provide draft construction phasing plans with notes (including SH 128, SH 121 and US 36, ramps and local street phasing, number of major traffic alignment shifts on the mainline, durations of phases, approach to maintaining pedestrian

proposed detours, use of full width shoulders or shoulders with pull-outs.). **11x17 plan format with no suggested page limit.**

- 2) Provide incident management approach and commitments. **Two page limit suggested.**

Section Four: Provide a visually-pleasing finished product

A) Approach and commitments for meeting or exceeding the minimum treatments shown in the Aesthetic Treatment Concepts in the Reference Documents.

B) Approach and commitments for reduced long term maintenance costs, while maximizing long term durability, of all aesthetic treatments incorporated into the Work. **Five page limit suggested**

Section Five: Meet or beat the contract schedule

- 1) Project Completion Deadlines (Form P).
- 2) Provide Project Completion Schedule on Form P.

3.6 Volume IV –Approved Alternative Configuration Concepts and Technical Approaches

The Proposer shall provide the Approved ACCs or ACCs with conditions at Proposer’s risk and CDOT’s ACC Approval letters or comments. The Proposer shall also provide its Technical Approaches that CDOT determined to be generally acceptable and within the Contract requirements.

3.7 Volume V – Price Information

Volume V shall include:

- Price Information (Form J); and
- DBE information and forms.

3.7.1 Form J: Price Information

The Proposer shall indicate a breakdown of the Guaranteed Maximum Price including any AREs or portions of AREs included in the Proposal on Form J. Prices submitted on the pricing forms must be fixed prices.

The Proposer is advised that the WBS items on Form J encompass all of the Work, including all AREs and portions of AREs included in the Proposal, although the WBS descriptions may not specifically identify each element of the Work.

The Proposer may revise Form J to: (i) add WBS activities; (ii) specifically identify each ARE or portions of AREs included in the Proposal; (iii) include Approved ACCs or ACCs with conditions included in the Proposal; and (iii) provide a Proposer’s Price (change the term Contract Price to Proposer’s Price and provide a revised amount on Form J that is less than the Guaranteed Maximum Price if the Proposer has included all AREs in its Proposal. The Proposer shall provided a comment on Form J or attach an explanation describing the reasons for each revision. Except as provided in this paragraph, the Proposer shall not revise Form J.

3.7.2 Disadvantaged Business Enterprises/Subcontracting and Small Business Requirements

The Proposer shall submit the following information:

1. DBEs that the Proposer will use to meet the DBE goal for the Project on Form 715 attached to Exhibit D for Construction.
2. Executed subcontracts with the sub-consultants who the Contractors will use to meet the DBE goal for the Project.
3. ESB Plan that in accordance with Book 2 Section 19.
4. The name, experience, qualifications, and responsibilities of the Civil Rights Compliance Manager.
5. An affidavit signed by a responsible company official certifying that all necessary and reasonable steps to follow the DBE Plan and the ESB Special Provision, and to allow DBE and small business firms to compete and perform on the Project, are being performed.

3.8 Volume VI – Options Proposal

The Proposer shall submit a price for each Option on Form K. Each price set forth in Form K shall be referred to as an “Option Price.” Include with each Option Price a list of assumptions used by the Proposer, which may include any design developed by Proposer, to develop the price. If all AREs are included in their entirety in the Proposal the submittal of Form K shall not be required.

4.0 EVALUATION CRITERIA; AUTHORIZATION OF PROJECT EXECUTIVE COMMITTEE

4.1 Confidentiality

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 Section 5.9.

4.2 Responsiveness Evaluation

The Proposals, other than the Options Proposals, will be reviewed for: (i) the Proposal’s conformance to the RFP instructions regarding organization and format; (ii) the responsiveness of the Proposer to the requirements set forth in the RFP; (iii) minor informalities, irregularities and apparent clerical mistakes which are unrelated to the technical content of the Proposals; and (iv) compliance with the pass/fail criteria set forth in this Section 4.2. CDOT will have the right to submit written questions to the Proposers regarding the Proposals for the following purposes:

- Resolving any uncertainties or to obtain clarifications concerning the Proposal.

Resolving any suspected mistakes by calling them to the attention of the Proposer.

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 material misrepresentation.

4.2.1 Guaranteed Maximum Price

As part of the responsiveness evaluation, CDOT will determine whether the Proposer has indicated on Form J that its Technical Proposal, including any Approved ACCs, ACCs with conditions included at Proposer's risk, AREs and portions of AREs shall not exceed the Guaranteed Maximum Price.

4.2.2 Pass/Fail Criteria

The Proposer Information and Certifications, portions of the Technical Proposal, Price Information, and Options Proposals shall 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 might result in the Proposal receiving a "fail" rating and being declared non-responsive.

4.2.2.1 Proposer Information and Certifications

The pass/fail factors of the Proposer Information and Certifications are set forth in Section 3.4.

4.2.2.2 Technical Proposal

The pass/fail factors of the Technical Proposal are set forth in Section 3.5 Volume III Section 1. If a failing score is received for Section 3.5 (1. A. 2) "narrative for AREs and portions of AREs", zero points may be given for those AREs or portions of AREs receiving a failing score.

4.2.2.3 Price Information

The pass/fail factors of the Price Information are set forth in Section 3.7.

4.2.2.4 Options Proposal

The pass/fail factors of the AREs and Approved ACCs are set forth in Section 3.8.

4.3 Evaluation of the Technical Proposal

4.3.1 Points Available for Section One

When all Work to fully complete the ARE is included in the Proposal that ARE will be given the total number of points available for that ARE. When a portion of all Work required to fully

complete the ARE is included a portion of points may be given as shown in the table below. Portions of points will be determined by the formulas included on Form Q.

SECTION ONE

Maximize Improvements within the program budget - Additional Requested Elements (AREs)	Points
1. All Work to fully complete the 118 th Avenue basic configuration.	15
2. All Work to fully complete the Commerce Street south of 120 th basic configuration.	25
3. All Work to fully complete the Commerce Street north of 120 th basic configuration.	10
Subtotal Points:	50

4.3.2 Points Available for Sections Two, Three, and Four

SECTION TWO

Provide a Quality Product		Points	
Approach and Commitments for the Quality Program Manual		14	
Project Management Plan		9	
Environmental Compliance Approach and Commitments		3	
Safety Program Approach and Commitments		3	
Submits subcontracts entered into with design DBE companies as a part of the Contractor's effort to meet the DBE goal. These will be awarded as follows:		5	
Copies of Executed Contracts with DBE sub-consultants	Total Amount of Dollars to be awarded to Design DBE sub-consultants		Number of Points Awarded
	\$350,000 or more		5
	\$250,000 to \$350,000		4
	\$150,000 to \$250,000		3
	\$100,000 to \$150,000		2
	Up to \$100,000		1
	0		0
Subtotal Points:		34	

SECTION THREE

Minimize inconvenience to the traveling public and affected residents and businesses	Points
Approach and Commitments for the Public Information Plan	3
Maintenance of Traffic and minimizing duration of impacts	3
Subtotal Points:	6

SECTION FOUR

Provide a visually-pleasing finished product	Points
Approach and commitments for meeting or exceeding the minimum treatments shown in the Aesthetic Treatment Concepts in the Reference Documents	7
Approach and commitments for reduced long term maintenance costs, while maximizing long term durability, of all aesthetic treatments incorporated into the Work	3
Subtotal Points:	10

Total Points	100
---------------------	------------

4.3.2.1 Scoring Sections Two, Three and Four

The “Adjective Ratings” and “Percent of Points Available,” exclusive of the pass/fail components, to be used for scoring Sections Two, Three and Four of the Technical Proposal are listed below:

ADJECTIVE RATING	DESCRIPTION
Exceptional +/-	The Proposer demonstrates an approach which is considered to significantly exceed the RFP requirements/objectives in a beneficial way (providing advantages, benefits, or added value to the Project), and provides a consistently outstanding level of quality. There is very little or no risk that the Proposer would fail to meet the requirements of the RFP. There are no weaknesses, or minor weaknesses that can be readily corrected.
Acceptable +/-	The Proposer demonstrates an approach which is considered to consistently meet and occasionally exceed the RFP requirements/objectives and offers an acceptable level of quality. The Proposer demonstrates a reasonable probability of meeting the requirements of the RFP. There is little probability of risk that the Proposer may fail to satisfy some of the requirements of the Design/Build Contract. Weaknesses are minor and can be readily corrected.

ADJECTIVE RATING	DESCRIPTION
Marginal +/-	The Proposer demonstrates an approach which is considered to marginally meet the stated RFP requirements/objectives and has the minimum level of quality. There are questions about the likelihood of success and there is risk that the Proposer may fail to satisfy the requirements of the Design/Build Contract. Weaknesses are correctable or acceptable per minimum standards.
Unacceptable	The Proposer has demonstrated an approach which is considered a failure to meet the stated requirements/objectives, and/or provides unacceptable quality, and/or demonstrates no reasonable likelihood of meeting the requirements of the RFP, and/or contains weaknesses that are so major and/or extensive that a major revision to the Proposal would be necessary.

Note: As used above “+/-“delineates the Proposer’s rating within the related rating; i.e., “+“ shall be considered high within the rating and “-“ shall be considered low within the rating.

Adjective Rating	Percent of Points Available
Exceptional	70-100 percent
Acceptable	20-69 percent
Marginal	1-19 percent
Unacceptable	0 percent

CDOT will evaluate Sections Two, Three and Four based on the following criteria:

Section 2 - Providing a quality product

1. The ability of the project organization to provide appropriately qualified personnel at functional levels of authority and responsibility to execute the management of the design, construction, and quality program for the Project.
2. The effectiveness of the organization to facilitate communication and coordination:
 - (A) Within the internal Contractor’s Project Team.
 - (B) Between the Contractor’s Team and CDOT Team.
 - (C) With third parties (Local Agencies, Utilities, Railroads).
 - (D) With other Project stakeholders.
3. Quality Management Plan.
 - A. The effectiveness of the approach and commitments to a quality policy that will meet the Project Goals and the requirements of the Contract Documents.

- B. The effectiveness of the quality planning approach to establish, document, implement, and maintain a quality management system in accordance with the requirements of the Contract Documents.
- C. The effectiveness of the approach to establish and implement a quality assurance program to perform reviews, inspections, testing, and corrective action procedures and documentation, including the approach to materials testing and inspection reports and management of hold points, and how it will be utilized to monitor compliance with the requirements of the Contract Documents.
- D. The effectiveness of the quality approach to plan and implement the monitoring, measurement, analysis, and improvement process to continually improve the quality program.
- E. The effectiveness of the approach to coordinate with and involve CDOT and its representatives in the quality process.
- F. The effectiveness of approach and commitments for the safety program to eliminate or control accident risks to personnel, general public, and environment.
- G. The effectiveness of the Contractor's management philosophy and partnering approach to resolving disagreements, conflicts, and disputes with CDOT as it relates to the Project.
- H. Environmental Compliance Plan
 - 1. The effectiveness of approach and commitments to continuously minimizing and mitigating impacts to wetlands and water quality during construction, including the utilization of Best Management Practices (BMPs).
 - 2. The effectiveness of approach and commitments to controlling construction impacts, including noise, dust, debris and construction vehicle use of public streets.

Section 3 - Minimize inconvenience to the traveling public and affected residents and businesses.

- 1. Method of Handling Traffic
 - A. The effectiveness of the construction phasing plan in maximizing capacity and safety of the flow of traffic throughout the construction of the project, as measured by the following elements:
 - 1. Draft construction phasing plans with durations.
 - 2. Major traffic alignment shifts.
 - 3. Utilization of Detours.
 - 4. Maintaining business, property owner and pedestrian access.
 - 5. Incident management approach and commitments.

2. Public Involvement Plan.
 - A. The effectiveness of strategies, tactics, and solutions to communicating construction activities and coping messages to the public and stakeholders, including impacted businesses.
 - B. The effectiveness of the Contractor's approach to being proactive and flexible in identifying and responding to the public, stakeholders, and impacted business concerns throughout the progress of the Project.
 - C. The effectiveness of the Contractor's approach to keeping CDOT informed of communication efforts.
 - D. The effectiveness of the Contractor's approach and performance commitments related to releasing information regarding the Project.
 - E. The effectiveness of the Contractor's crisis communication approach.
3. Approach to Work/Schedule.
 - A. Comprehensive, accurate, updated and achievable schedules of Work
 - B. Commitment to the specified Completion Date, or a date earlier than the Project goal.

Section 4 - Provide a visually-pleasing finished product

1. Approach and commitments for meeting or exceeding the minimum treatments shown in the Aesthetic Treatment Concepts in the Reference Documents.
- 2) Approach and commitments for reduced long term maintenance costs, while maximizing long term durability, of all aesthetic treatments incorporated into the Work.

4.4 Best Value Determination

Award of the Project shall be based on a best-value determination. The ranking of each of the Proposals shall be based on an integrated assessment of price and the technical factors, weighting the Total Proposal Price and the Overall Rating for the non-pass/fail components of the Technical Proposal equally. The highest ranked Proposal will represent the best value to CDOT.

If none of the Proposers include 100% of the AREs in their Proposals, the Proposer who has the best Technical Proposal for the Guaranteed Maximum Price will be selected by CDOT. If two or more Proposers include 100% of the AREs in their Proposals at or below the Guaranteed Maximum Price, and their total scores are greater than all other Proposer's scores, the best value determination will be between those Proposers and will be based upon the best value determined by the Proposer's Price and Technical Proposal score. Best value determination will be based upon the highest score defined by multiplying the Proposer's Technical Proposal score by a ratio of \$32,000,000 divided by the Proposer's Price.

4.5 Authorization of Proposal Evaluation Board

The Project Director will present the results to the Proposal Evaluation Board and recommend that it authorize Award, negotiations, BAFOs, or rejection of all Proposals, as follows.

4.5.1 Award Without Negotiations

The Project Director may request Award of the Contract without negotiations to the Proposer with the best value Proposal.

4.5.2 Negotiations

The Project Director 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 ARE's, or any constraints affecting the Project which have become known after the date of issuance to the last Addendum hereto.

4.5.3 Best and Final Offers

If two Proposals are submitted with the Upset Price/Guaranteed Maximum Price Form F signed, CDOT does not intend to request BAFOs, but reserves the right to do so. If only one or no Proposal is submitted with the Proposal Price Form F signed, CDOT may request BAFOs.

If the Project Director determines discussions are necessary, the Project Director 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 reject all Proposals without 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 so 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 which 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: (i) at its election, submitting comments on the Form of Contract; and (ii) 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 submitted in writing to:

Moe Awaznezhad, P.E., Project Director
Colorado Department of Transportation
Region Six North Section
2000 South Holly Street
Denver, Colorado 80222

Written comments or requests must arrive no later than (DESIGNATE DATE), provided that requests in connection with an Addendum issued after five Days before such date must arrive no later than five Days after issuance of the Addendum. E-mailed comments are allowed as long as the correspondence is signed and the original letter is submitted no later than two Days after the due dates identified above.

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. 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 120 Days after the Proposal Due Date without the written consent of CDOT, the Proposer shall forfeit its Proposal Bond.

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 shall 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 (the "Stipend") to the unsuccessful responsible Proposers that provide a fully responsive, but unsuccessful Proposal (including all BAFOs, if any) that is deemed acceptable by CDOT. The amount of the Stipend shall be \$50,000.00, and shall be provided to such Proposer within 90 Days after Award of the Contract. Notwithstanding the foregoing, if the second-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, such Proposer shall no longer be entitled to the Stipend.

The submission of a proposal to an RFP shall constitute the firm's acceptance of the stipend as full payment for all technical solutions and design concepts contained in the proposal. This is an irrevocable transfer to CDOT. The Firm shall not have the option of refusing the stipend and not transferring ownership of all technical solutions and design concepts contained in the proposal. In consideration for its agreement to pay the Stipend, CDOT shall be entitled to use any and all concepts, ideas, ACCs 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 be entitled to receive a Stipend.

5.9 Ownership of Proposals

All documents submitted by the Proposer in response to this RFP shall become the property of CDOT and shall 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: (i) submitted by the successful Proposer upon Award and execution of the Contract; and (ii) if submitted by an unsuccessful Proposer upon payment of the Stipend.

5.10 Colorado Open Records Act

Except for the EPDs as defined subsequently, 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. secs. 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 "TRADE SECRET" or "CONFIDENTIAL" by the Proposing party. 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. The specific proprietary information, trade secrets, or confidential commercial and financial information must be clearly identified as such. 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 Proposing party 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 Proposing party 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 "TRADE SECRET" or "CONFIDENTIAL" as it determines to be appropriate. Each Proposing party is advised to contact its own legal counsel concerning the Colorado Open Records Act, other applicable laws, and their application to the Proposing party's own circumstances.

In the event of litigation concerning the disclosure of any material submitted by the Proposing party, CDOT's sole involvement will be as a stakeholder retaining the material until otherwise ordered by a Court, and the Proposing party 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 new Major Participants, Key Personnel, or other changes (including deletions) 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 Section 1.11, Procurement Schedule.. 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

The EPDs shall contain information regarding the Proposer’s assumptions made in developing Forms F and G 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 EPD’s, marked confidential, to CDOT at the time they deliver their Proposal. Prior to Contract execution, or Contract negotiations, if applicable, the selected Proposer’s EPD’s will be reviewed to determine completeness. All EPD’s will be held in a locked fireproof cabinet kept at a mutually agreed upon location, including but not limited to an Escrow Agent. The cabinet 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 so as to enable a person reviewing the page out of context to determine where it can be found within the EPDs, and shall compile an index listing each document included in the EPDs and briefly describing the document and its location in the EPDs. CDOT shall 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 Section 22 of the Contract.

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: (i) a material provision in the RFP documents is ambiguous; (ii) any aspect of the procurement process described herein is contrary to legal requirements applicable to this procurement; or (iii) 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 Project Director 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 Project Director,

Moe Awaznezhad, P.E., Project Director
Colorado Department of Transportation
Region Six North Section
2000 South Holly Street
Denver, Colorado 80222

within seven 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 her designee shall decide on the basis of the written submissions. Any additional information regarding the protest should be submitted within the time period requested in order to expedite resolution of the protest. If any party fails to comply expeditiously with any request for information by the CDOT Chief Engineer or her designee, the protest may be resolved without such information. The CDOT Chief Engineer or her designee will issue a written decision regarding the protest within seven 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 her designee, or to the District Court for the City and County of Denver. 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 Project Director,

Moe Awaznezhad, P.E., Project Director
Colorado Department of Transportation
Region Six North Section
2000 South Holly Street
Denver, Colorado 80222

within seven 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 Project Director. 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 her designee is authorized to settle and resolve any protest within seven 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, FHWA, City and County of Broomfield, 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.

6.0 CONTRACT EXECUTION

Within twenty 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 (four 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 J, 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 K, 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. Insurance certificates 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 shall 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 I.

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
120th Avenue Connection DESIGN/BUILD
INSTRUCTIONS TO PROPOSERS

PROPOSAL LETTER

PROPOSER: _____

Proposal Date: _____

Mr. Moe Awaznezhad, P.E., Project Director
Colorado Department of Transportation
Region Six North Section
2000 South Holly Street
Denver, Colorado 80222

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 _____, 2009, to solicit proposals for a Design/Build Contractor ("Contractor") to enter into a Contract (the "Contract") to develop the 120th Avenue Connection 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 and Certifications
- Volume III Technical Proposal
- Volume IV AREs and Approved ACCs
- Volume V Price Information
- Volume VI Options Proposal

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 _____, 2009.

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 venturer 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 _____, 2009.

Notary Public in and for
said County and State

[Seal]

My commission expires: _____.

Subscribed and sworn to before me this _____ day of _____, 2009.

[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 venturers 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

[Duplicate as necessary for use by Proposer and each Major Participant.]

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 U.S.C. § 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: _____, 2009

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 _____, 2009, 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 120th Avenue Connection 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 EPDs 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 120th Avenue Connection Design/Build 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:

120th Avenue Design/Build Project
Colorado Department of Transportation
Moe Awaznezhad, P.E., Project Director
Colorado Department of Transportation
Region Six North Section
2000 South Holly Street
Denver, Colorado 80222

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.

8. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall be deemed an original.
9. 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.
10. Governing Law. The laws of the State of Colorado shall govern this Agreement.

11. 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.

(insert Escrow Agent here)

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
Design-Build Project Manager			
Design Manager			
Construction Manager			
Environmental Compliance Manager			

Include CDOT Approval letter for Key Personnel not included in SOQ

FORM J

GUARANTEED MAXIMUM PRICE ALLOCATION FORM

[Form J is provided as a separate Excel file]

FORM K
OPTION PRICE FORM

Option (Include for all AREs and portions of AREs not included in Proposal)	Option Price
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Submitted By:

Authorized Signature

On Behalf of:

Proposer's Name

Date: _____, 2009.

FORM M

OPINION OF COUNSEL

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

Colorado Department of Transportation
Region Six North Section
2000 South Holly Street
Denver, Colorado 80222

Attn: Mr. Moe Awaznezhad

Re: Request for Proposals (“RFP”) for the 120th Avenue Connection
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

120th Avenue Connection 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 120th Avenue Connection Design/Build Project dated as of _____, 2009 (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. secs. 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 **\$32,000,000** (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. secs. 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. secs. 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 _____, 2009.

Principal:

By: _____

Its: _____

(Seal)

Surety:

By: _____

Its: _____

(Seal)

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

FORM O

PERFORMANCE BOND

120th Avenue Connection 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 120th Avenue Connection Design/Build Project dated as of _____, 2009 (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 **\$32,000,000** (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 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 _____, 2009.

Principal:

By: _____

Its: _____

(Seal)

Surety:

By: _____

Its: _____

(Seal)

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

FORM P
COMPLETION DEADLINES

Name of Proposer _____

Project Completion Deadline:	September 30, 2010
Final Acceptance Deadline:	<u>90 Days after Project Completion</u>

Notes: Project Completion Deadline shall be set forth as fixed dates (i.e. month, day and year).

