



## **COLORADO HIGH PERFORMANCE TRANSPORTATION ENTERPRISE**

### **REQUEST FOR PROPOSAL – NETWORK BASED REVENUE GENERATING OPPORTUNITIES ON CDOT OWNED PROPERTIES**

#### **SUBMISSION DEADLINE: August 31, 2016**

Proposals submitted to: HPTE; 4201 E. Arkansas, Room 230; Denver, CO 80222

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NOTE: Vendors delivering their proposal in person must check into the CDOT's Headquarters Building before being allowed to proceed to **Room 230** to submit their proposals. Vendors should allow approximately 10 minutes in advance of proposal deadline for the check-in procedure. HPTE reserves the right to reject any and all proposals or parts thereof, and to waive informalities or irregularities. By submission of a proposal, vendor agrees to the State of Colorado terms and conditions.

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#### **Network Based Revenue Generating Opportunities on CDOT Owned Properties**

The Colorado High-Performance Transportation Enterprise (HPTE), a division of the Colorado Department of Transportation (CDOT), requests proposals from vendors who have the ability to design, build, install and maintain a state-of-the-art digital display and/or communications network on CDOT owned property. The vendor must be able to fully fund all of the work necessary to perform under the contract. Further, the network must have the ability to generate revenue for the HPTE and/or CDOT.

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Read this Request for Proposal (RFP) thoroughly before responding. Telegraphic or electronic bids (Fax, Western Union, Telex, electronic mail, etc.) cannot be accepted as a sealed bid. Illegible responses may be rejected as non-responsive.

**HPTE reserves the right to reject any and all bids or parts thereof, and to waive informalities or irregularities. By submission of a bid, Contractor agrees to the State of Colorado terms and conditions.**

**By submission of a proposal, bid or quote, Contractor agrees as follows:**

- Except as replaced, modified, or supplemented by HPTE for this solicitation, all items in the State of Colorado Solicitation Instructions/Terms and Conditions are considered part of, and are incorporated by reference into this document.
- Contractor testifies that bid prices were arrived at independently and there was no collusion involved.
- The Contractor guarantees to the State that they understand and agree to the terms and conditions of this RFP and that they will not default from performance by virtue of a mistake or misunderstanding. Contractors shall seek

clarification from HPTE of any specifications, terms and/or conditions that they determine to be unclear. The failure of a Contractor to seek clarification may be deemed a waiver of any such clarification.

- Pursuant to CRS 24-30-202.4 (as amended), the State controller may withhold debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 22, Title 39, CRS; (c) unpaid loans due to the student loan division of the department of higher education; (d) owed amounts required to be paid to the unemployment compensation fund; and (e) other unpaid debts owing to the State or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.
- ***This award shall be available primarily for use by HPTE. Other State Agencies and Institutions, and Local Governments and Political subdivisions in the State of Colorado may be allowed to access use of this award ONLY if such use does not conflict with the work required under any contract with HPTE.***

All proposals must be submitted on this form and signed in ink by an authorized officer or agent of the firm.

Vendor Name _____	Signature _____
Vendor _____	Address _____
Name(Print) _____	Title _____
City, State, Zip _____	Date _____
Vendor Phone _____	Fax _____
	F.E.I.N./SSN _____

**NOTE: Results will be posted on the HPTE web site and/or sent via postal system but will not be discussed by phone except as noted in the RFP document.**

# REQUEST FOR PROPOSAL COLORADO HIGH PERFORMANCE TRANSPORTATION ENTERPRISE

## SECTION 1 ADMINISTRATIVE INFORMATION

**1.1 ISSUING OFFICE:**

This RFP is issued by the High Performance Transportation Enterprise pursuant to its [Procurement Guidelines](#). All contact regarding this Request for Proposal (RFP) is to be directed to:

Mr. Nicholas J. Farber, JD, Operations Manager  
High Performance Transportation Enterprise  
4201 E. Arkansas Ave., Room 230  
Denver, CO 80222  
(720) 248-8544  
nicholas.farber@state.co.us

**1.2 PURPOSE:**

The purpose of this RFP is to obtain competitive bid proposals from qualified vendors who have the ability to design, build, install and maintain a state-of-the-art digital display and/or communications network on CDOT owned property.

This RFP provides prospective proposers (also referred to as “Contractor”) with sufficient information to enable them to prepare and submit proposals for consideration by HPTE to satisfy the needs as outlined in the Scope of Work.

**1.3**

SCHEDULE OF ACTIVITIES:	DATE	TIME (MST)
A. RFP Published on HPTE Website	August 4, 2016	2PM
B. Prospective Proposers’ Inquiry Deadline	August 12, 2016	4PM
C. Response to Proposer Questions	August 19, 2016	4PM
D. <b>PROPOSAL SUBMISSION DEADLINE</b>	<b>August 31, 2016</b>	<b>4PM</b>
E. Evaluation of Proposals	September 6, 2016	N/A
F. Top Consultants Selected and Notified of Interview (estimate) <i>if determined necessary.</i>	Week of Sept. 9, 2016	10AM
G. Interviews with short list of Consultants (estimate) <i>if required.</i>	September 16, 2016	9AM
H. Consultant Selection (estimate)	September 30, 2016	12PM

#### 1.4 PROPOSAL SUBMISSION:

All proposals must be received by the HPTE, 4201 East Arkansas Avenue, Room 230 Denver, CO 80222, no later than the date and time shown in the Schedule of Activities, Proposal Submission Deadline for receipt of proposals. Each proposal shall consist of **one (1) original** (identified as such) and **three (3) copies** of the proposer's *complete* proposal. It is the responsibility of the proposer to ensure that their proposal is received by the HPTE prior to the deadline. Proposers mailing their documents should allow ample mail delivery time to ensure timely receipt of their proposals. PROPOSALS RECEIVED AFTER THE ABOVE DATE AND TIME WILL NOT BE CONSIDERED. Proposals must be clearly identified as a proposal for the **HPTE Digital Display and/or Communications Network RFP** and shall show such information on the **outside** of the proposal packet. Proposals will not be accepted by facsimile or electronic mail transmittal.

Proposals shall not be longer than 10 pages, not including the covers, index, tab sheets, required forms or certifications, resumes and appropriate appendices.

Proposers are advised that HPTE desires that proposals prepared in response to this RFP be submitted on recycled paper, and that all copies be printed on both sides of paper. While the appearance of proposals is important, and professionalism in proposal presentation should not be neglected, non-recyclable, non-recycled glossy materials and clear plastic covers shall not be used. **In addition, proposals should be in flat bound form to facilitate filing.**

**PLEASE NOTE: Proposals submitted in loose-leaf binders or 3-ring binders will not be accepted.**

#### 1.5 INQUIRIES:

Prospective proposers may make written inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date(s) and time(s) specified in the Schedule of Activities, Section 1.3. Questions must be submitted in writing on the proposer's letterhead to:

Mr. Nicholas J. Farber, JD, Operations Manager  
High Performance Transportation Enterprise  
4201 E. Arkansas Ave., Room 230  
Denver, CO 80222  
(720) 248-8544  
nicholas.farber@state.co.us

All envelopes containing questions must be clearly labeled "**Inquiry for HPTE Digital Display and/or Communications Network RFP**" to facilitate handling and distribution. Inquiries sent by fax will be accepted (fax number (303) 757-9656). Email inquiries must be clearly identified and marked "**Inquiry for HPTE Digital Display and/or Communications Network RFP**" in the Subject Line. An addendum will be published onto the HPTE website, at <https://www.codot.gov/programs/high-performance-transportation-enterprise-hpte>, responding to questions submitted regarding this RFP.

#### 1.6 AMENDMENTS TO RFP:

In the event it should be necessary to revise any portion of this RFP, addenda will be published on the HPTE website. It is the prospective proposer's sole responsibility to monitor the internet site, at <https://www.codot.gov/programs/high-performance-transportation-enterprise-hpte>, and to acknowledge and/or comply with all addenda to this RFP.

#### 1.7 RESPONSE MATERIAL OWNERSHIP:

All material submitted pursuant to this RFP becomes the property of the State of Colorado. Proposals may be reviewed by any person after the Notice of Intent to Make an Award" letter has been issued, subject to the terms of Section 24-72-201 et. seq., CRS (the Colorado Open Records Act).

#### 1.8 PROPRIETARY INFORMATION:

All material submitted in response to this RFP will become public record and will be subject to inspection after the HPTE executes a contract with the preferred proposer. Any material requested for treatment as proprietary and/or confidential must be clearly identified and easily separable from the rest of the proposal. Such request must include justification for the request. The request will be reviewed and either approved or denied by the HPTE Director. If denied, the proposer will have the opportunity to withdraw its entire proposal, or to remove the proprietary restrictions. Refer to Section 1.31 of this RFP for submission of Confidential/Proprietary information.

**1.9 REJECTION OF PROPOSALS:**

HPTE reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the State to do so. Failure to furnish all information or to follow the proposal format, requested in this RFP may disqualify the proposal. Any exceptions to the Scope of Work must be clearly identified and supported in the proposal. Inclusion of such exceptions does not guarantee acceptance by the HPTE of such variation, and may instead lead to rejection of the proposal as non-responsive.

In the event that award is NOT made to any proposer, or the HPTE cancels the RFP solicitation, all received proposals must remain confidential and not open for public inspection. The purpose for this condition is to prevent any future potential proposers an opportunity to review other bidders' proposals and thereby gain any unfair advantage in submitting future proposals.

Any cancellations occurring before the submittal due date will be returned unopened to the appropriate bidder with a notice of cancellation letter.

**1.10 ORAL PRESENTATION/SITE VISITS:**

Proposers *may be* asked to make oral presentations, and participate in a question and answer period conducted by the evaluation committee, to insure that the proposers have the abilities offered in their proposal, to provide the services solicited specifically by the HPTE and, potentially, other State agencies. The *optional* oral presentation stage of the RFP selection process is designed solely for the benefit of the evaluation committee towards assisting it in making a final proposal selection. Oral presentations will be conducted at the sole discretion of the committee, and be at the proposer's expense. If invited to make a presentation, the proposer should be prepared to answer any possible questions of clarification related to the RFP requirements or the proposal submitted in response to this RFP solicitation. If invited to make an oral presentation, proposer must ensure attendance by those primary staff members anticipated to provide services under any resulting contract, and any other personnel identified by HPTE at the time of invitation.

**1.11 PARENT COMPANY:**

If a proposer is owned or controlled by a parent company, the name, main office address and parent company's tax identification number must be provided in the proposal.

**1.12 EVALUATION CRITERIA:**

An evaluation will be made by a committee to determine the merit of proposals received in accordance with the evaluation criteria defined herein. The recommendations of this group will be forwarded to the HPTE Director for approval.

1.12.1 Failure of the proposer to provide in their proposal any information requested in this RFP may result in disqualification of the proposal and shall be the responsibility of the proposing individual or firm.

1.12.2 During the evaluation process, discussions may be conducted with proposers who submit proposals determined to be realistic candidates for the award. It will be the recommendation of the evaluation committee if discussions for clarification are needed, based on their experience with application of these services to HPTE specific projects.

1.12.3 The sole responsibility of the committee will be to recommend the proposer or proposer whose proposals are most responsive to the State's needs while within the available resources. The specifications within this RFP represent the minimum performance necessary for response.

1.12.4 Specific evaluation criteria are outlined in Section 3 entitled Evaluation Criteria.

**1.13 PROPOSAL CONTENT / ACCEPTANCE OF RFP TERMS:**

A proposal submitted in response to the RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the autographic signature of the proposer, or an officer of the proposer legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the proposer of all terms and conditions including compensation, as set forth herein. Proposer shall identify clearly and thoroughly any variations between its proposal and the RFP. Failure to do so shall be deemed a waiver of any rights to subsequently request modification of the terms of performance, except as outlined or specified in the RFP.

**1.14 PROVISION FOR REQUIRED INSURANCE:**

Award of a contract will be contingent upon the successful proposer submitting certificates of insurance in accordance with the provisions of the attached Provision for Required Insurance, provided in the Sample Contract, Attachment B to this RFP.

**1.15 Consultant CERTIFICATION:**

**Proposers must submit a signed Consultant Certification Form with their proposal, provided as Attachment A to this RFP.**

**1.16 CONFLICT OF INTEREST:**

By submission of a proposal, proposer agrees that, at the time of contracting, the proposer has no interest, direct or indirect, that would conflict in any manner or degree with the performance of the required services. The proposer shall further covenant that, in the performance of the contract, it shall not employ any person having any such known interest. If there is any question of a known potential conflict of interest—for example, in respect of one or more of the projects HPTE or CDOT is known to be pursuing in the future—please identify it in your proposal. Any firm affiliated or related to an employee of the Transportation Commission, CDOT, the HPTE Board, or HPTE shall be ineligible to submit a proposal for the required services.

**1.17 PROPOSAL PRICES:**

The proposer agrees that it shall design, build, operate and maintain the digital display and/or communications network at its own cost, at no cost to HPTE or CDOT. Consideration for the work is the right to use CDOT's property, subject to any limitations imposed by CDOT and/or HPTE.

**1.18 REQUEST FOR PROPOSAL/INVITATION FOR BID:**

**The Request For Proposal/Invitation for Bid Form - the cover page of this RFP - must be signed, in ink, by a person authorized to bind the proposer, and returned with the proposal. In addition, any subsequent amendments (such as Responses to Inquiries), made to the RFP as per Section 1.6 must be acknowledged with signature by a person authorized to bind the proposer, and returned with the proposal.**

**1.19 BUDGETED FUNDS:**

Contractor should be aware that fees and expenses are paid solely by the Contractor and there are no alternative sources of reimbursement.

**1.20 INCURRED COSTS:**

The HPTE is not liable for any cost incurred by proposers prior to issuance of a legally executed contract or procurement document. No property interest of any nature shall occur until a contract is awarded and signed by all concerned parties.

**1.21 INTENT TO AWARD:**

After the pool of proposers is selected, an "Intent to Award" letter will be emailed to all firms who submitted a proposal. After intent to award has been issued, interested parties may review any/all the proposals by making an appointment with:

Nicholas Farber, Operations Manager  
High Performance Transportation Enterprise  
4201 East Arkansas Avenue, Room 230  
Denver, CO 80222

**1.22 PROTESTED SOLICITATIONS AND AWARDS:**

Any actual or prospective proposer or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the HPTE Director, Mr. David Spector. The protest shall be submitted in writing within seven (7) working days after such aggrieved person knows, or should have known, of the facts giving rise thereto. Protests received after the seven (7) working-day period shall not be considered. The written protest shall include, as a minimum, the following:

- A. The name and address of the protestor;

- B. Appropriate identification of the procurement by bid, RFP, or award number;
- C. A statement of the reasons for the protest; and
- D. Any available exhibits, evidence or documents substantiating the protest.

The HPTE Director shall make a final determination with regard to any protests no later than ten (10) days after receipt of the written protest materials. The determination of the HPTE shall be final.

**1.23 STANDARD CONTRACT:**

The HPTE will incorporate standard State contract provisions into each contract resulting from this RFP (see Attachment B, Sample Contract), and each contract is expected to be substantially similar to the Sample Contract.

**1.24 SELECTION OF PROPOSAL:**

All proposers will be notified in writing regarding the results of the RFP selection. Upon review and approval of the evaluation committee's recommendation for award, the HPTE Procurement Office will issue a "Notice of Intent to Make an Award" letter to the apparent successful proposer. Provided, however, that all proposers understand that such letter, by itself, does not grant any property interest or right of any nature in the RFP work/services or to a contract for the performance of such work/services. Contract terms that are consistent with the RFP and that are acceptable to the State must first be discussed, and a contract must then be completed and signed by all parties and the State Controller, before any such right exists. Additional approvals may be required from the CDOT Transportation Commission prior to the execution of any contract by HPTE for the use of CDOT property for revenue generating opportunities. Therefore, the apparent successful proposer receiving a "Notice of Intent to Make an Award" letter shall not rely on that letter to make commitments to third parties, and the apparent successful proposer shall not take any actions(s) to prepare for, or start, the performance of the RFP work/services until a contract is so discussed and executed. If the parties are unable to agree on negotiated terms, for the contract, or if this desired schedule date is not met through no fault of HPTE, HPTE may elect to cancel the "Notice of Intent to Make an Award" letter and make the award to the next most advantageous proposer.

**1.25 AWARD OF CONTRACT - MERIT:**

The committee will make a recommendation to the HPTE Board of Directors that it award to the proposer whose proposal conforms to the RFP terms and conditions and is judged by the committee to be the most advantageous to the State of Colorado and HPTE, price and other factors considered, subject to ultimate approval by the HPTE Board of Directors, negotiation, successful discussion, and final execution of an acceptable contract as described above.

**1.26 AWARD OF CONTRACT - TIMELINE:**

It is the intent of HPTE to select a preferred proposal and complete contract negotiations within 60 days of the deadline for receipt of proposals. However, as the evaluation process is dependent upon the number of proposals received, their length, and committee member's schedules, the schedule of activities after the proposal submission deadline, is strictly estimated and therefore, bid proposals must be firm and valid for award for at least 90 days after the deadline for receipt of proposals. Proposers should be aware that further negotiation between HPTE and CDOT may be required subsequent to award and prior to execution of a contract for the work, and HPTE reserves the right to extend any deadlines with respect to execution of a contract; provided, however, that if a contract is not executed within ninety (90) days of the proposal submission deadline, the selected proposer may notify HPTE in writing of its intent to terminate further negotiations, in which case HPTE shall be entitled to make an award to the next most advantageous proposer.

**1.27 NEWS RELEASES:**

News releases pertaining to this RFP shall NOT be made prior to execution of a contract, and then are to be made only with the approval of HPTE. Selected proposer will not be allowed to discuss this information or to copy records to third parties per State regulation.

**1.28 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

- 1.28.1. By submission of this proposal each proposer certifies and, in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
- (a) The contents of this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the contents of the proposal with any other proposer or with any competitor;
  - (b) Unless otherwise required by law, the contents of this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly to any other proposer or to any competitor; and
  - (c) No attempt has been made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- 1.28.2 Each person signing the Request for Proposal / Invitation For Bid form of this RFP certifies that:  
He/she is the person in the proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 1.28.1 (a) through (c) above.
- OR**
- He/she is not the person in the proposer's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to 1.28.1 (a) through (c) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 1.28.1 (a) through (c) above.
- 1.28.3 A proposal will not be considered for award where 1.28.1 (a) and (c), and/or 1.28.2 above have been deleted or modified. Where 1.28.1 (b) above has been deleted or modified, the proposal will not be considered for award unless the proposer furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the HPTE Procurement Office, or designee, determines that such disclosure was not made for the purpose of restricting competition.

**1.29 TAXES:**

The State of Colorado, as purchaser, is exempt from all Federal taxes under Chapter 32 of the Internal Revenue Code (Registration No. 84-730123K) and from all State and Local Government Use Taxes (Ref. Colorado Revised Statutes Chapter 39-26.114[a]). Seller is hereby notified that when materials are purchased in certain political subdivisions the seller may be required to pay sales tax even though the ultimate product or service is provided to the State of Colorado. Any sales and use tax will not be reimbursed by the State.

**1.30 INTELLECTUAL PROPERTY AND OWNERSHIP RIGHTS:**

All original materials, including any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material and related intellectual property developed or created by the successful Contractor pursuant to the services sought by this RFP, and subsequently provided and integrated by contract between HPTE and the successful proposer, shall become the sole property of the State. Any commercial off-the-shelf software (COTS), required by successful proposer to complete the works described for this Contract, will be licensed to HPTE at HPTE's expense either directly by HPTE, or on behalf of HPTE, by the successful proposer.

**1.31 SUBMISSION OF CONFIDENTIAL/PROPRIETARY INFORMATION:**

The State neither requests nor encourages the submission of confidential/proprietary information in response to this RFP. Information submitted will be open for public inspection. However, written requests for confidentiality can be submitted to the HPTE Director, provided that the submission must be in STRICT accordance with the following procedures. Adherence to these procedures remains the SOLE RESPONSIBILITY of the proposer.

**PROCEDURES FOR SUBMISSION OF CONFIDENTIAL/PROPRIETARY INFORMATION:**

- A. Written request for confidentiality shall be submitted, by the proposer, with the proposal documents.

- B. The written request will be enclosed in an envelope marked "REQUEST FOR CONFIDENTIALITY", and attached to the cover of the ORIGINAL copy of the proposer's proposal that contains the HPTE invitation for proposal page with the proposer's ORIGINAL autographic signature.
- C. The written request must state SPECIFICALLY AND IDENTIFY BY PAGE NUMBER, what elements of the proposal are to remain confidential. The request must also IDENTIFY THE BASIS for the claim of confidentiality, OTHER than a recitation of a SPECIFIC State or Federal statute.
- D. Confidential/Proprietary information MUST be readily IDENTIFIED, MARKED and SEPARATED /PACKAGED from the rest of the proposal. Co-mingling of confidential/propriety information and other information is NOT acceptable.
- E. The HPTE Director will make a written determination as to the apparent validity of any request for confidentiality. The written determination of the Director will be sent to the proposer.
- F. Proposals that are determined to be at variance with this procedure may be declared non-responsive by the Director, and not given further consideration.

**1.32 ASSIGNMENT AND DELEGATION:**

Except for assignment of antitrust claims, neither party to any resulting contract stemming from this RFP, may assign or delegate any portion of the Contract without the prior written consent of the other party. This restriction includes contractor use of "out-of-state" personnel that may not have the ability to comply fully with HPTE Project scheduling constraints.

**1.33 VENUE:**

The laws of the State of Colorado shall govern in connection with the formation, performance and the legal enforcement of any resulting contract. Proposers are advised that pursuant to CRS 43-4-809(1) HPTE is exempted from the provisions of the Colorado Procurement Code, Articles 101 through 112 of Title 24, CRS, and Rules adopted to implement those statutes shall not govern this procurement.

**1.34 OVERVIEW AND RESPONSIBILITIES:**

1) Overview

In March 2009, Governor Bill Ritter signed into law S.B. 09-108, Funding Advancements for Surface Transportation and Economic Recovery, otherwise known as FASTER, which established, in part, the HPTE. The General Assembly found and determined in FASTER (CRS Section 43-4-806(1)) that it is necessary, appropriate, and in the best interests of the state to aggressively pursue innovative means of more efficiently financing important surface transportation infrastructure projects that will improve the safety, capacity, and accessibility of the surface transportation system, can feasibly be commenced in reasonable amount of time, will allow more efficient movement of people, goods, and information throughout the state, and will accelerate the economic recovery of the state. The FASTER legislation listed innovative means of financing projects to include, but not limited to, public-private partnerships, operating concession agreements, user fee-based project financing, and availability payment and design-build contracting.

On June 1, 2015, HPTE issued a Request for Information for Revenue and Other Value Generating Opportunities (the "RFI") to explore and evaluate potential opportunities to partner with the private sector to generate revenue and/or other value to enable HPTE to better pursue its mission. The RFI provided that responses would generally be treated as "unsolicited proposals" pursuant to HPTE's Procurement Guidelines. This RFP is being issued in accordance with HPTE's Procurement Guidelines and in response to an unsolicited proposal received through the RFI process.

2) Responsibilities

The selected contractor will build a state-of-the art digital display and/or communications network on CDOT owned properties, subject to the provisions of a lease or other arrangement to be determined as between CDOT and HPTE, throughout the State of Colorado. In addition to advertising functions, the network will provide the State with the ability to reach motorists with up-to-date information on news, weather, and event information at no cost to the State, its residents or visitors. The HPTE is looking to enter into a twenty (20) year agreement where the contractor will perform the following duties including, but not limited to:

- 1. Conduct research on suitable placement of the network, including consideration of zoning, other local land use regulations, and applicable state and federal requirements.
- 2. Design, build, operate and maintain the network.

3. Ensure the network is compliant with federal, state, and local laws and regulations.
4. Allow shared access for HPTE and CDOT to use the network for messaging at no cost.

## SECTION 2.0 INFORMATION REQUIRED FROM PROPOSERS

### General Proposer Response Format

- 2.1 A “proposal” is a responsive, conforming, unconditional, complete, legible and properly executed offer from a qualified, responsible party interested in providing the services called for, and solicited by, this RFP. It shall be the sole responsibility of the proposer to ensure that the proposal is in the proper form, and in CDOT’s possession at the designated location, before the scheduled time on the due date of receipt. Proposals will not be returned unless the RFP solicitation is cancelled prior to the submittal due date, in which case such proposals will be returned unopened, or opened for identification purposes only. Any proposal received AFTER the submittal due date and time will be returned unopened, or opened for identification purposes only. It is the primary proposer’s further responsibility to identify any anticipated subcontractors, and their anticipated work responsibilities.

To be considered responsive, proposers must adhere to, and include, the following when preparing their proposal (alternate proposals shall be clearly labeled as alternate and follow the same criteria):

- Reference by RFP subsections the information responding to and ***adherence to the established page limitation***.
- ***The basic response may not exceed 10 pages. One page shall equal one side of an 8 ½ X 11 inch sheet of paper, one column, single spaced in 12-point font (prefer Arial, Courier, or Verdana)***. Describe in full the subject item. The description may be in narrative or outline format, while remaining as brief and concise as possible.
- The proposer may provide additional material in appendices and refer to material contained in the appendices in the basic proposal but the basic response itself must contain the essential elements of the response as a “stand alone” document.
- Reference to, and attachment of, any supporting documentation assisting in the description of, or contribution to, any identified and addressed item. Additional materials must be referred to in the basic response proposal and Appendices appropriately labeled.
- Include an index to assist in evaluation and review and fully comply with Section 1.4 of this RFP.
- Complete and return ALL required forms provided in this RFP solicitation. Failure to do so may disqualify a proposer.

This format must be used to respond to the RFP. Please include in the proposal the roles your firm feels itself qualified to fill and include the requested information for each such role.

### 2.2 BACKGROUND/APPROACH TO PROJECT

This section of the proposal, should demonstrate the proposer’s understanding of, and approach to, the described services, specifically addressing how the needs of the HPTE will be met, using the information on our website for background. [www.coloradhpte.com](http://www.coloradhpte.com)

The proposer must not simply duplicate or rephrase this RFP, but rather submit a response containing information that demonstrates a good understanding of HPTE needs and objectives and how the proposer will attain those needs and objectives.

The goal of the proposer in responding to this section of the RFP is to provide the HPTE evaluation panel enough information to properly review and score in accordance with the criteria presented in Section 3.3.

#### **Please Address the Following Questions:**

1. Describe the proposed state-of-the art digital display and/or communications network to be implemented. Provide any renderings or depictions of the proposed network that would be useful to HPTE in evaluating the proposals.

2. Identify in detail no fewer than four (4) representative CDOT owned properties that have been identified for housing the proposed network, describe the proposed placement of any digital displays on such properties, describe specific challenges that have been identified by the Proposer related to each site, and explain the Proposer's anticipated plan for resolving such challenges.
3. Provide an estimated number of additional CDOT owned properties that have been preliminary identified for housing the proposed network and generally describe their locations across the state. Proposers will be permitted to add/remove preliminarily identified sites following award, subject to negotiation of the final contract terms and the revenue-sharing approach set forth in the proposal. However, proposals will be evaluated on the basis of demonstrated revenue generating potential.
4. Present the amount of revenue HPTE would be paid on a yearly basis. The total revenue share can be based upon ultimate approval of a specific number of sites; provided, however, Proposers should provide details of a quantifiable mechanism for adjustment based upon their preferred approach to site identification at the time of proposal and/or subsequent to award and execution of a contract.
5. Describe the proposed legal structure you envision as between the Proposer, HPTE and CDOT, and the roles and responsibilities of each party within the transaction.
6. Identify any content restrictions you would propose and the Proposer's general approach to doing so.
7. Describe how you would operate the network to enhance motorist safety.
8. Describe how you would operate the network to foster energy efficiency.
9. Describe how you plan to maintain compliance with: (i) the Highway Beautification Act of 1965, 23 U.S.C. Sec. 131, *et seq.*, as amended, and rules and regulation adopted thereunder; (ii) CRS 43-1-401, *et seq.*, and any rules promulgated thereunder; and (iii) the Manual on Uniform Traffic Control Devices (MUTCD).
10. Describe the Proposer's approach to sharing access to the digital network resource with HPTE and/or CDOT for messaging benefiting the state and public.
11. Describe the firm's experience on similar projects.
12. Describe the professionals at the firm who will provide the services and include their office locations, phone and email addresses. Also identify the individual who will have the primary responsibility for the transaction.

### **2.3 MBE/WBE AND LOCAL PARTICIPATION:**

The State encourages its agencies to utilize minority-owned and women-owned businesses to the greatest extent possible without sacrificing adequate competition. Proposers are reminded of the illegality of discrimination.

In accordance with 49 CFR Parts 23 and 26 and 14 CFR Part 152, the Colorado Department of Transportation and the contractors, subcontractors, cities, counties and other local entities with whom it does business will take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and participate in contracts and subcontracts financed with state and federal funds. This policy specifically upholds the Transportation Commission's commitment to fair and equitable business practices and is supported by CDOT's DBE program.

### **2.4 VETERANS PREFERENCE:**

Pursuant to CRS 24-50-511, the State shall give consideration to proposers utilizing a preference for hiring veterans of military service *only* in the following manner:

- To break a tie between proposals following review, scoring and ranking by the evaluation committee. Such tie shall be broken by awarding the resulting contract to the proposer utilizing the greatest quantitative (numerical) preference for veterans in the hiring of its employees.

Veterans' preference will not be used as a scored criterion in the evaluation and ranking of proposals received in response to this RFP solicitation.

## SECTION 3 EVALUATION CRITERIA

### 3.1 AWARD OF BID:

This section will outline the evaluation criteria to be used by the evaluation committee in the review, rating, and selection of submitted proposals. After evaluation of the written proposals, HPTE *may* request oral presentations from top-ranked proposers. The highest ranked proposals will be given fair and equal treatment during the second (optional) phase of the evaluation. Oral presentations will not be scored separately as part of this solicitation. Oral presentations will only be used to adjust the proposal scores accordingly (per the same evaluation criteria), based upon the information discussed at the presentation. The top-ranked proposal (following conclusion of all phases of the evaluation) shall be recommended, by the evaluation committee, to enter into contract negotiations. The contract(s) will be awarded to the proposer whose proposal is deemed to be the most advantageous to the State, price and other factors considered.

### 3.2 EVALUATION PROCESS:

- 3.2.1 Each member of the evaluation committee will first independently evaluate the merit of proposals received in writing and in accordance with the evaluation factors defined in the RFP, followed by panel discussion and final scores ranking. The HPTE Director shall have final approval.
- 3.2.2 Failure of the proposer to provide any information requested in the RFP may result in disqualification of the proposal as nonresponsive. It is the responsibility of the proposer to provide all information required by this RFP.
- 3.2.3 The sole objective of the evaluation committee will be to recommend the proposal most responsive to the State's needs. The specifications detailed in this RFP represent the minimum performance necessary for such response.
- 3.2.4 The top ranked proposal(s) (highest score(s)), following independent review and panel discussion, will be recommended either for award or, if the evaluators deem in appropriate, to make an oral presentation.
- 3.2.5 The sole objective of the evaluation committee will be to score the responses and recommend the proposer(s) whose proposal is/are most advantageous to the State of Colorado, taking into consideration all evaluation factors set forth herein. Following independent review and panel discussion, the successful proposer(s) will be the one(s) accumulating the highest number of points (of a maximum 100) at the conclusion of the final stage of the selection process and whose proposal(s) is/are deemed most advantageous to the State, and who successfully negotiates the ensuing contract.

### 3.3 EVALUATION CRITERIA:

The complete proposal package will include, *but not be limited to*, evaluation using the factors listed below. These factors are designed to incorporate specific evaluation of the items presented in Section 1.36 and Section 2 of this RFP.

As stated in Section 2.2, proposals should not simply repeat what is written in Section 1.36 of this RFP – the Statement of Work, but rather evidence the proposer's understanding of the State's requirements and its ability to provide the services needed within a clearly defined and cost-effective budget. (Refer to Section 2 of this RFP).

- 1. **Narrative and Feasibility: (20%)**
  - a. Based upon the information provided in Section 2.2, proposer has demonstrated an awareness of the challenges associated with its proposed network and has an achievable approach for implementation.

2. **Network Sharing and Revenue Share: (60%)**
  - a. The proposal provides a public benefit through shared access to the proposed digital network.
  - b. The proposal provides for revenue sharing to HPTE and/or CDOT.
3. **Completeness and References: (5%)**
  - a. The proposal is both adequate and complete, as defined through the RFP.
  - b. The proposal inspires confidence in production of a quality-required product, solicited under the RFP.
4. **Overall Experience and Capabilities: (15%)**
  - a. Prior experience in providing similar services as outlined in section 1.34 and the firm's commitment of resources.

## SECTION 4 TERMS OF CONTRACT

### 4.1 CONTRACT:

The successful proposer will be required to enter into a formal contract with HPTE. The contract will incorporate the RFP, standard contract terms, Colorado State Special Provisions, any published addenda and the response/proposal of the successful proposer. Any contract resulting from this RFP may not be modified, amended, extended or augmented except through an authorized contract modification executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party. HPTE reserves the right to eliminate or exclude aspects of the successful proposal which may be determined by HPTE as unnecessary, or those aspects HPTE decides to assume itself, or let out by separate contract.

### 4.2 CONTRACT TERMS:

Standard State of Colorado contract terms outside of the Scope of Work are not negotiable. Contract terms within the Scope of Work *may be* discussed **only if** the proposal includes specific and express requests for modification, including a detailed description for all such requests. If the proposal fails to raise a modification request for discussion, those non-identified portions of the Scope of Work will be considered acceptable to the proposer, and incorporated into the final contract. Submittal of exceptions does not guarantee their acceptance by the State, however, and may, in fact, result in a lower final score, and the State may, in its *sole discretion*, waive the required application of any such term(s), if the State determines that is in its best interests under the circumstances to do so.

The contract will also stipulate that the HPTE will be provided with monthly invoices of actual hours of service and associated costs, and a monthly work statement providing a brief description of the services invoiced, specifically identifying staff member/positions assigned to the Work. The State may make payment to the successful proposer for monthly work actually and satisfactorily performed, such payments subject to the State's receipt and approval of the above mentioned invoices and work statements.

### 4.3 LENGTH OF CONTRACT:

The term of this contract shall begin on the date indicating Controller approval, and shall extend no more than twenty years from that date unless otherwise specified, earlier terminated, or extended pursuant to state fiscal rules provided that the vendor shall remain responsible for contract obligations which necessarily continue beyond such termination date, including final audit.

