



COLORADO DEPARTMENT OF TRANSPORTATION
REGION 1

INSTRUCTIONS TO PROPOSERS

Eisenhower/Johnson Memorial Tunnel
Fixed Fire Suppression System
Design Build Project
PROJECT NO. C 0703-360
Subaccount 17810

January 13, 2014

PROPOSALS DUE: May 5, 2014

Instructions to Proposers

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Instructions to Proposers

1.0 Introduction

CDOT has issued this Request for Proposals (RFP), dated January 13, 2014, to solicit competitive Proposals for a Design Build Contractor (“Contractor”) to enter into a Contract (“Contract”) to design and construct the Eisenhower/Johnson Memorial Tunnel (EJMT) Fixed Fire Suppression System (FFSS) Design Build Project (the “Project”). Proposals will only be considered from those Proposers (“Proposers”) that were notified in writing by CDOT that they were short listed under CDOT’s Request for Qualifications (RFQ) issued on September 19, 2013.

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

1.1 Certain Definitions

As used herein, the term “Major Participant” means any of the following entities: all general partners or joint-venture members of the submitter; all individual(s), person(s), proprietorship(s), partnership(s), limited-liability partnership(s), corporation(s), professional corporation(s), limited-liability company(ies), business association(s), or other legal entity, however organized, holding (directly or indirectly) a 15% or greater interest in the submitter; any Subcontractor(s) that will perform Work valued at 20% 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.

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

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

1.2 Request For Proposals Documents

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

- Instructions to Proposers
- Contract Documents
 - Book 1, Design Build Contract
 - Book 2, Technical Requirements
 - Book 3, Applicable Standards, Data, and Reports
 - Book 4, Contract Drawings
- Reference Documents (for information only)

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

1.3 Project Description

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

Instructions to Proposers

1.4 Project Funding

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

1.5 Project Goals

The Project goals, as set forth in Book 2, Section 1 of the Contract Documents, have been established for execution of the Project and are the basis for evaluation of the Technical Proposal.

1.6 Project Values

The following values have been determined as critical for the successful completion of the Project:

- Maximize safety of the workers and traveling public
- Quality
- Environmental
- Project Communications Plan
- Equal Employment and Work Force Development

1.7 Estimated Design Build Project Cost

The available Design Build Project funding is approximately \$20 million.

1.8 Options

CDOT IS CURRENTLY EVALUATING OPTIONS FOR INCLUSION INTO THIS SECTION

1.9 Contract Drawings and Reference Documents

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

The Contractor is not required to conform to the drawings included in the Reference Documents except to the extent referenced by the Basic Configuration description 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 design work contained in the Reference Documents. The Reference Documents are provided solely for Proposer's reference and are without representation or warranty by CDOT, unless specifically stated otherwise in Book 1.

1.10 Notice to Proceed

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

Instructions to Proposers

1.11 Procurement Schedule

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

Table ITP-1: Project Milestones

Project Milestone	Date
Release Draft Request for Proposals	January 13, 2014
Industry Review End	March 17, 2014
Release Final Request for Proposals	April 7, 2014
Proposal Deadline	May 5, 2014
Recommend Selected Firms	June 2, 2014
Award Design Build Contract	July 7, 2014
Anticipated Notice to Proceed	August 18, 2014
Project Complete	September 30, 2016

2.0 Proposal Process

2.1 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 the Contract Documents.

2.2 Pre-Proposal Meetings

2.2.1 One-on-One Meetings

CDOT will offer up to three sessions for meeting with Proposers as identified in the Procurement Schedule of the Instructions to Proposers. Each Proposer may have no more than two meetings per session, with a duration as identified below.

The first meeting of session one shall be utilized by all Proposers to provide the opportunity for clarifications of Book 1 of the RFP. The meeting shall be no longer in duration than four hours.

The second meeting of session one, and all subsequent meetings of session two and session three shall be for the purposes of ATC meetings with each Proposer. These meetings shall be no longer in duration than three hours.

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

Raelene Shelly is the CDOT Project Manager. As the Project Manager, Ms. Shelly is CDOT's sole contact person and addressee for receiving all communications regarding the Project. All inquiries, comments, and scheduling of meetings regarding the Project shall be sent by email. The meetings will be held at a location of the Proposer's choice, within the Denver metro area.

Email inquiries, comments, and scheduling of meetings regarding the Project shall be sent to: dot_eisenhowerfiresystem@state.co.us and shall include the wording "Inquiry Request" in the Subject line.

2.3 Pre-proposal Submittals

2.3.1 Alternative Technical Concepts (ATCs)

CDOT encourages innovation in the execution of the Project. However, the Basic Configuration as described in Book 2, Section 1. The Basic Configuration is a Contract requirement and shall be adhered to without exception.

CDOT encourages the Proposer to recommend alternatives to the technical requirements of Quality Management, Drainage, Structures, Maintenance During Construction, Public Information, Signing-Lighting, Landscaping, and Tunnel Enhanced Fire Safety System that are equal or better in quality or effect with Contract Document requirements (as determined by CDOT in its sole discretion). Recommended alternatives to these requirements found in Book 2, Sections 2 through 20 shall be considered ATCs under this Section.

Other RFP requirements are not subject to the ATC process.

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

Instructions to Proposers

The ATC submission must include:

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

In the event that implementation of an ATC will require Governmental/environmental Approvals/clearances, the Proposer shall have full responsibility for obtaining any such approvals/clearances. If any required approval/clearance is not subsequently granted, with the result that the Proposer must change its approach to meet the original requirements of the Contract Documents, the Proposer will not be eligible for a Change Order that increases the Contract Price or extends the Completion Deadline.

2.3.2 CDOT's Review of Alternative Technical Concepts

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

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

- The ATC appears to be generally acceptable and is equal or better in quality or effect (as determined by CDOT at its sole discretion) with Contract Document requirements.
- Identification of areas in which the ATC appears to be inconsistent with the Contract Document requirements and is not equal or better in quality or effect (as determined by CDOT at its sole discretion).

Instructions to Proposers

The Proposer may elect to incorporate approved ATCs (if any) as part of its Proposal.

Copies of CDOT's ATC response letters for each incorporated ATC shall be included in the Proposal.

Except for incorporating ATCs, in accordance with these and other Contract Document requirements, the Proposal may not otherwise contain exceptions to or deviations from the requirements of the RFP.

2.3.3 Pre-Proposal Submission of Alternative Technical Concepts

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

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

Raelene Shelly, Project Manager
425A Corporate Circle
Golden, CO 80401

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

- Identity of the Proposer
- "Alternative Technical Concepts for the EJMT FFSS Design Build Project, Project No. C 0703-360, Subaccount Number 17810." The words "CONFIDENTIAL – PROPRIETARY INFORMATION" shall be clearly shown on the outer cover of the container.

2.3.4 General

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

2.4 Proposal Structure, Format, and Quantities

2.4.1 Proposal Structure

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

Volume I – Executive Summary

Volume II – Proposer Information and Certifications

Volume III – Technical Proposal

Volume IV – Price Proposal (Form J)

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

2.4.2 Proposal Format

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

Instructions to Proposers

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

1. Text

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

2. Pages and Page Numbering

- For purposes of this Proposal, “page” shall mean one side of an 8.5x11 inch wide/white paper except where 11x17 inch is specifically allowed. In CDOT’s continued environmental efforts in “Going Green”, Proposers are encouraged to use two-sided format, rather than one side only for 8.5x11 inch pages.
- Drawings shall be submitted on 11x17 inch wide/white paper and shall not be two-sided to facilitate review and reproduction.
- Schedule plots, if the Proposer chooses to provide them, shall be on 11x17 inch wide/white paper, folded, and inserted in an envelope or similar holder that is incorporated into the related submitted volume.
- Pages must be numbered in each volume consecutively; (i.e., Volume I-1, Volume I-2, Volume II-1, Volume II-2, etc.). Page numbers shall be centered at the bottom of each page.

3. Binding and Dividers

- Each volume shall be bound in loose-leaf binders, with dividers separating each section, which will allow pages to be easily added or removed. Pages containing materials with proprietary, trade secrets, or confidential information should be clearly marked as such. In addition, the covers of any volumes containing any proprietary, trade secrets, or confidential information shall be marked accordingly.
- Sections One, Two, and Three of Volume III shall be separated with dividers or bound individually in loose-leaf binders. Page numbering shall conform to the requirements above.

4. Reproduction

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

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

2.4.3 Number of Copies

The Proposer shall provide one complete original hard copy of each Volume of the Proposal, clearly labeled “Original.”

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

- 7 duplicate hard copies of Volume I – Executive Summary
- 2 duplicate hard copies of Volume II – Proposer Information, Price Information, and Certifications
- 7 duplicate hard copies of Volume III – Technical Proposal, Technical Proposal Drawings, and ATCs
- 2 duplicate hard copy of Volume IV – Price Proposal

Instructions to Proposers

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

2.5 Submission of Proposals

The Proposal, as defined, must be received at the address set forth below by **1:00 pm., Mountain Time**, on the Proposal Due Date, as shown in this ITP. It is the Proposer's sole responsibility to see that its Proposal is received as required. Proposals received after the date and time due shall be rejected without consideration or evaluation.

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

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

Identity of the Proposer

Proposal Volume __, Original or Copy __ of (DEFINE NUMBER OF COPIES) Copies, for the EJMT FFSS Design Build Project, Project No. C 0703-360, Subaccount Number 17810.

The words "**CONFIDENTIAL – PROPRIETARY INFORMATION**" shall be clearly shown on the outer cover of the container for such information.

The Proposer shall submit the sealed containers to:

Raelene Shelly, Project Manager
425A Corporate Circle
Golden, CO 80401

2.6 Evaluation of Proposals

2.6.1 Responsiveness Evaluation

The Proposals will be reviewed for:

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

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

- 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.

Instructions to Proposers

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

2.6.2 Upset Price

The Upset Price is the maximum price CDOT expects to pay for this Project and indicates an order of magnitude expected for this Project.

2.6.3 Evaluation Criteria

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

Table ITP-2: Evaluation Criteria

EVALUATION CRITERIA	
Volume	Evaluation Factor
Volume I – Executive Summary	Pass/Fail
Volume II – Proposer Information and Certifications	Pass/Fail
Volume III – Technical Proposal	Maximum 100 points total
Section 1	Maximum 40 points
Section 2	Maximum 40 points
Section 3	Maximum 20 points
Volume IV – Price Proposal	Maximum 100 points

The maximum number of points allocated to Volume III – Technical Proposal, Sections 1, 2, and 3 is as indicated in Table 2.1, Evaluation Criteria. Actual points awarded shall be determined by the evaluation identified per Section 4.4 – Scoring Sections One, Two and Three.

The maximum number of points allocated to Volume IV – Price Proposal, is indicated in Table 2.1

2.6.4 Pass/Fail Criteria

The Proposer Information and Certifications will be evaluated on a “pass/fail” basis. A Proposal must receive a “pass” for the Proposal to be further evaluated. Failure to achieve a “pass” rating on a “pass/fail” factor or sub-factor may result in the Proposal being declared non-responsive and the Proposer being disqualified. Failure to submit information in the manner, format, and detail specified herein might result in the Proposal receiving a “fail” rating and being declared non-responsive.

2.6.5 Ranking Criteria for Volume III

Ranking Criteria for the Technical Proposal are addressed in detail in Section 3 of this ITP.

2.7 Additional Information

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

2.7.1 Oral Presentations

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

Instructions to Proposers

2.8 Best Value Determination

Award of the Project will be based on a Best Value determination. The ranking of each of the Proposals shall be an assessment of price, schedule, and the Technical Proposal. Accordingly, scoring of the Technical and Price Proposals will be combined using a normalized weighted formula as follows:

$$TSP = 50 \left(\frac{TP}{100} \right) + 50 \left(\frac{PL}{PP} \right)$$

Where:

TSP = Proposer's Overall Proposal Score

TP = Proposer's Technical Proposal Score

PL = Lowest Total Project Price (of all Proposers with responsive Price Proposals)

PP = Proposer's Total Project Price

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

2.9 Authorization of Proposal Evaluation Board (Executive Oversight Committee)

The CDOT Project Manager will present the selection results to the Project's Executive Oversight Committee and recommend that it authorize Award, negotiations, Best and Final Offers (BAFOs), or rejection of all Proposals, as detailed below.

2.9.1 Award Without Negotiations

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

2.9.2 Negotiations

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

2.9.3 Best and Final Offers

If two Proposals are submitted within the Upset Price defined in Book 1 and submitted/signed on Form J, 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 J signed, CDOT may also request BAFOs.

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

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

2.9.4 Rejections of Proposals

CDOT may reject all Proposals without BAFOs.

3.0 Proposal Requirements

3.1 Volume I – Executive Summary

The Proposer shall submit an Executive Summary limited to no more than 15 - 8.5x11 inch pages, inclusive of text, photographs, and/or renderings. The Executive Summary shall contain sufficient information to familiarize reviewers with the Proposer's Project approach and its ability to satisfy the legal and financial requirements of the Contract. The Proposer is encouraged to highlight in the Executive Summary those items that, in the opinion of the Proposer, represent added value by exceeding the RFP requirements and Project goals and may distinguish its Proposal from those of other Proposers.

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

1. Proposal Overview Statement – a summary of the Proposal organization and contents. Include a table of contents of the Proposal that has page numbers identified.
2. Proposer Information and Certifications – a summary of the legal structure of the Proposer, agreements among the Proposer team members, and any legal commitments to the Project.
3. Technical Proposal – a summary of the Proposer's Technical Proposal. Include a brief discussion of the benefits associated with implementing any ATCs incorporated in the Technical Proposal.

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

3.2 Volume II – Proposer Information and Certifications

3.2.1 Proposal Letter

The Proposer shall submit a Proposal letter using Form A.

3.2.2 Information About Proposer Organization

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

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

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

3.2.4 Non-Collusion Affidavit

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

3.2.5 Buy America Certifications

The Proposer shall submit Form D.

3.2.6 Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Instructions to Proposers

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

3.2.7 Use of Contract Funds for Lobbying

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

3.2.8 Equal Employment Opportunity

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

3.2.9 Authorization Documents

3.2.9.1 Organizational Documents

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

3.2.9.2 Evidence of Good Standing and Qualification to do Business

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

3.2.9.3 Authorization to Bind Proposer

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

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

3.2.9.4 Authorization to Negotiate

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

3.2.9.5 Joint and Several Liability

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

Instructions to Proposers

3.2.10 Escrow Agreement

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

3.2.11 Proposal Bond

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

3.3 Volume III – Technical Proposal

The Technical Proposal submission requirements are outlined in detail in Section 4 below, including suggested page limits. The Proposer has the flexibility to provide more or fewer pages than the suggested page limits for the Technical Sections, but shall not exceed the 135 pages total for the Technical Proposal, not including the required forms or ATC information.

3.4 Volume IV – Price Proposal (Form J)

3.4.1 Price Information (Form J)

The Proposer shall indicate a breakdown of the pricing as indicated on Form J. Prices submitted on the pricing forms must be Fixed Prices.

The Proposer is advised that the Work Breakdown Structure (WBS) items on Form J encompass all of the Work although the WBS descriptions may not specifically identify each element of the Work.

The Proposer may revise Form J to:

1. Add WBS activities.
2. Include ATCs included in the Proposal.
3. Provide a Proposer's Price.

The Proposer shall provide 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.

3.5 Approved ATCs

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

3.6 Disadvantaged Business Enterprises/Emerging Small Business Information

Instructions to Proposers

3.6.1 Disadvantaged Business Enterprises/Subcontracting and Small Business Requirements

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

3.7 Options Proposal

CDOT IS CURRENTLY EVALUATING OPTIONS FOR INCLUSION INTO THIS SECTION

4.0 Technical Proposal Contents and Evaluation Criteria

In order to complete the Work for this Project, the following prioritized goals have been identified for execution of the Project:

- Provide a system with the greatest flexibility in suppressing different fires.
- Maintain compatibility with existing EJMT operations and minimize complications with future maintenance.
- Maximize safety of workers and traveling public.
- Minimize project delivery time

The Project Values are important elements that CDOT perceives as critical for success of the Project as follows:

- Maximize safety of the workers and traveling public
- Quality
- Environmental
- Project Communications Plan
- Equal Employment and Work Force Development

These goals and values are the basis for the Technical Proposal contents and evaluation.

4.1 Section One – Provide a system with the greatest flexibility in suppressing different fires

4.1.1 Submittal Requirements

- Provide results from the physical testing of the fire suppression system that is proposed for inclusion on the Project. It is preferred that test results provided be limited to tests run in a vehicular tunnel. Results are requested for fire suppression system performance in the following fire conditions:
 - i. Fuel pool fire
 - ii. Enclosed general cargo fire, simulating a Heavy Goods Vehicle (HGV) fire

Results from physical testing shall include heat release rate (HRR) from the test fire over time and include an indication of fire growth rate, time of activation of the fire suppression system, fire growth rate from ignition to peak HRR, and maximum HRR recorded.

In the event that test results are not available for all the requested fire test conditions, proposer shall indicate how the tests will be performed following NTP1.

- Provide operational results of the proposed fire suppression system from similar systems currently in deployment. Results are requested for system performance under actual fires for tunnel installations or industrial installations.
- Provide results from physical testing of the proposed linear heat detection system. Tests can include physical tests in a tunnel or in an industrial setting. Test results shall include conditions of the test fire, including HRR over time, temperature and estimated HRR at time of detection, and time from fire ignition to detection.
- Provide results from physical testing of the proposed infrared CCTV fire detector system. Tests can include physical tests in a tunnel or in an industrial setting. Test results shall include test arrangement and conditions of the test fire, including HRR over time, and temperature and estimated HRR at time of detection. Test results shall clearly indicate time from fire ignition to detection. CCTV camera unit used in testing shall be identified.

Instructions to Proposers

- Identify proposed Fire Alarm Control Panel (FACP) supplier and installer. Indicate proposed FACP equipment.
- Identify video image processing software system proposed for automated fire detection from the infrared CCTV system. Provide a listing of current applications of the proposed software, specifically in use for fire detection. Provide current operational statistics include false alarm rate, missed incident rate, and performance during incidents. Provide contact information for current installations to permit contact by CDOT.
- Provide a description of the fixed fire suppression system, including system block diagrams, water distribution system diagram, and nozzle arrangement. Identify any propriety system components.
- Provide a description of the proposed communication network, including network capacity with an estimate of data traffic, system block diagrams, data network schematics and description, proposed network devices, and network management strategy.
- Identify the software system proposed to support the Operator Interface System operation. Provide a listing of current applications of the proposed software similar in functionality as that proposed.
- Describe proposed testing and commissioning program. Identify proposed commissioning agent, including background for commissioning tunnel systems.
- Describe proposed approach to the short-term operation phase, including personnel and subcontractors to be involved, location of personnel and equipment resources, and method proposed for notification and mobilization of resources to the Project Site. Provide a description of proposed plan to maintain adequate stocks of spare parts required during the short-term operation phase

4.1.2 Points Available for Section One

Table ITP-3: Section One Point Distribution

Provide a system with the greatest flexibility in suppressing different fires	Maximum Points
Maximum Subtotal Points:	35*

* Actual points awarded shall be determined by the evaluation identified per Section 4.5.

4.1.3 Evaluation Criteria

1. Confirm system ability to suppress:
 - A. Pool Fuel Fire
 - B. Enclosed general cargo fire, simulating a Heavy Goods Vehicle (HGV) fire
2. Operational Results from physical testing, include heat release rate (HRR)
3. Effectiveness of proposed testing and commissioning program
4. Effectiveness of approach to short-term operation phase and spare parts plan
5. Effectiveness of communications network strategy

4.2 Section 2 – Maintain compatibility with existing EJMT operations and minimize complications with future maintenance

Instructions to Proposers

4.2.1 Submittal Requirements

1. Basic Configuration (Limit of 40 pages suggested):
 - Provide information indicating how required equipment is proposed to be deployed in the existing EJMT tunnel. This shall include drawings, sketches, and written description for the following elements, adequate to indicate proposed equipment arrangement and maintenance access within the existing EJMT facility. Project elements to be so described include at a minimum the following:
 - i. Fixed fire suppression system, including arrangement of water supply piping and nozzle arrangement in the tunnel.
 - ii. Water supply system, including tank(s), piping, filtering and monitoring equipment, and pumps.
 - iii. Infrared CCTV cameras in the tunnel, including proposed camera mounting method and strategy to provide communication and power to cameras.
 - iv. Electrical power distribution system.
 - v. Data communication system.
 - vi. Equipment proposed for the existing tunnel control room, including the proposed FACP, operator interface workstations, video displays.
2. Describe proposed method to stock and supply spare parts, equipment, and consumables needed for the maintenance and upkeep of system components, over the life of the Project.
3. Describe how current tunnel maintenance operations will be maintained or affected, including tunnel washing operations. If affected, describe new operational protocols and procedures that will be employed to minimize maintenance operations disruption.

4.2.2 Points Available for Section Two

Table ITP-4: Section Two Point Distribution

Maintain compatibility with existing EJMT operations and minimize complications with future maintenance	Maximum Points
Maximum Subtotal Points:	35*

* Actual points awarded shall be determined by the evaluation identified per Section 4.5.

4.2.3 Evaluation Criteria

1. Confirm compatibility of proposed system with current EJMT operations
2. Effectiveness of proposed plan to minimize complications with current and future maintenance activities
3. Effectiveness of integration with current tunnel personnel, equipment, and maintenance protocols

4.3 Section 3 – Demonstrate a commitment to enhance the established Project values

- Maximize safety of the workers and traveling public
- Quality
- Environmental
- Project Communications Plan
- Equal Employment and Work Force Development

4.3.1 Submittal Requirements

1. Long-term safety improvement approach and commitments (**Limit of 5 pages suggested**).
 - Provide approach and commitments to installation of permanent safety features within the Project.
 - Provide the Proposers long-term approach to safely accommodating maintenance personnel within the Project.

Instructions to Proposers

- Provide approach and commitments for the Safety Management Plan to eliminate or control risks to personnel, the general public, and environment
2. Approach and commitments for the Quality Program (**Limit of 5 pages suggested**).
 - Degree of authority provided to the quality management staff
 - Provide Quality policy approach and commitments.
 - Provide Quality planning approach and commitments.
 - Provide Quality Control and Assurance approach and commitments (highlighting inspection approach and proposed hold points).
 - Provide Quality improvement approach and commitments.
 - Provide a Quality resources loading curve depicting resource commitments of Quality personnel for the duration of the Project.
 3. Environmental compliance approach and commitments (**Limit of 5 pages suggested**).
 - Provide approach and commitments to minimizing and mitigating impacts to wetlands and water quality during construction, including the use of Best Management Practices (BMPs).
 - Provide approach and commitments to controlling construction noise.
 - Provide approach and commitments to controlling dust and debris during construction.
 - Provide an approach to address those aspects unique to the Proposal that require additional environmental clearances
 4. Project Management/Communications Plan (**Limit of 5 pages suggested**).
 - Applicability of the qualifications and experience of Key Personnel.
 - Effectiveness of the approach to managing the interface between design disciplines
 - Effectiveness of managing consultants and off-Site design work.
 - Effectiveness of the approach to incorporating constructability, durability, maintainability, and environmental compliance into the delivery of the Project.
 - Provide detailed organization chart.
 - Provide Project communication and management processes, including internal (Contractor) and external to the owner and all interested (e.g., CDOT, Local Agencies, and Utilities) stakeholders.
 - Provide approach to partnering (including conflict and dispute escalation and resolution process).
 5. Provide Proposed Equal Employment and Work Force Development Plan according to requirements of Book 1 (**Limit of 5 pages suggested**).

4.3.2 Points Available for Section Three

Table ITP-5: Section Three Point Distribution

Demonstrate a commitment to enhance the established Project values	Maximum Points
Maximize safety of the workers and traveling public	5*
Quality	5*
Environmental	4*
Project Communications Plan	3*
Equal Employment and Work Force Development	3*
Maximum Subtotal Points:	20*

* Actual points awarded shall be determined by the evaluation identified per Section 4.5.

Instructions to Proposers

4.3.3 Evaluation Criteria

1. Safety Commitments
 - The effectiveness of approach and commitments to provide permanent safety improvements throughout the corridor.
 - The effectiveness of approach and commitments to provide safety of the maintenance personnel during long-term maintenance of the corridor.
 - Effectiveness of the Proposer's Safety Management Plan
2. Quality Management Plan
 - The effectiveness of the approach and commitments to a Quality policy that will meet the Project Goals and the requirements of the Contract Documents.
 - 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.
 - 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.
 - The effectiveness of the Quality approach to plan and implement the monitoring, measurement, analysis, and improvement process to continually improve the Quality Program.
 - The effectiveness of the approach to commit sufficient resources to coordinate with and involve CDOT and its representatives in the Quality process.
3. Environmental Compliance Plan
 - The effectiveness of approach and commitments to continuously minimize and mitigate impacts to wetlands and water quality during construction, including the utilization of BMPs.
 - The effectiveness of approach and commitments to mitigating and controlling construction impacts, including noise, dust, debris, and construction vehicle use of public streets.
 - Proposer's approach to address additional environmental clearances
4. Project Management/Communications Plan
 - 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.
 - The effectiveness of the organization to facilitate communication and coordination for the Public Information Plan including:
 - Within the internal Contractor's team.
 - Between the Contractor's team and CDOT team
 - With third parties (Local Agencies, Utilities, Railroads)
 - With other Project Stakeholders including:
 - Providing commitments of innovative strategies, tactics, and solutions to communicating construction activities and coping messages to the public and Stakeholders, including impacted businesses.
 - Providing commitments of the Proposer's approach to how it will be proactive and flexible in identifying and responding to concerns of the public, Stakeholders, and impacted businesses throughout the progress of the Project.

Instructions to Proposers

- Providing approach and commitments to keeping CDOT informed of its communication efforts with the public and Stakeholders.
- Providing approach and commitments related to releasing information, including construction schedules, maintenance of traffic, road closures, access plans, and width restrictions.

5. Public Involvement Plan

- The Public Involvement Plan will be evaluated based on a plan that describes quantitative and qualitative characteristics for:
 - The strategies, tactics, and solutions to communicating construction activities and coping messages to the public stakeholders, and impacted businesses throughout the duration of the Project.
 - The Proposer's commitment to being proactive and flexible in identifying and responding to the concerns of the public, Stakeholders, and impacted businesses throughout the duration of the Project.
 - The Proposer's approach to keeping CDOT involved with communication efforts.
 - The Proposer's approach and performance commitments related to releasing information regarding the Project.
 - The Proposer's crisis communication approach and commitments.
- 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.
- Equal Employment and Work Force Development in conformance to requirements in Book 1.

4.4 Section 4 – Minimize Project delivery time

Submittal Requirements (Limit 15 pages suggested)

4.4.1 Schedule

The proposal shall include information sufficient to allow CDOT to evaluate the proposed schedule, and shall meet the following requirements:

4.4.1.1 Narrative

The proposal shall include a description of the Proposer's Work Breakdown Structure (WBS), including Project phases and major activities. Describe the inter-relationships between the WBS, phases, and major activities and how the breakdown facilitates coordination between design, review, and construction of the project. The proposal shall describe how the WBS is consistent with the Proposer's organization and approach to management.

4.4.1.2 Chart

A preliminary schedule for the Project shall be provided, showing the WBS, phases, and major activities. The schedule shall show the sequence and continuity of operations, as well as the date of physical completion. Some activities that are Project-wide, such as QC/QA, may be shown as stand alone activities on the schedule.

The proposed schedule shall be broken down to show activities in sufficient detail to show construction sequencing and significant Project interrelationships.

The schedule shall show the activity relationships, duration, and timing of the phases, and activities for engineering, construction, and maintenance during construction. The schedule shall reflect major Project

Instructions to Proposers

milestones, if any, designated by CDOT or the Proposer. The schedule shall account for all constraints indicated in the contract provisions.

4.4.2 Points Available for Section Four

Table ITP-6: Section Four Point Distribution

Minimize Project delivery time	Maximum Points
Describe strategy to deliver the Project within the proposed schedule	10*
Maximum Subtotal Points:	10*

* Actual points awarded shall be determined by the evaluation identified per Section 4.5 – Scoring Sections One, Two, Three and Four.

4.4.3 Evaluation Criteria

The following elements of the proposal will be evaluated to determine the score for the Schedule Major Factor:

1. Clarity and completeness of the Proposer’s work breakdown structure
2. Logical sequencing and integration of activities and phases
3. Adequately addressing the interrelationships of design and construction

4.5 Scoring Sections One, Two, Three, and Four

The following “Adjectival Ratings” and “Percent of Maximum Score,” exclusive of the pass/fail components, will be used for scoring Sections One, Two, and Three, of Volume III – Technical Proposal and are listed below:

Table ITP-7: Adjectival to Numerical Ranking

Adjective Rating	Description	Percent of Max. Score
Excellent (E)	Proposal supports an extremely strong expectation of successful Project performance if ultimately selected as the Contractor. Proposal indicates significant strengths and/or a number of minor strengths and no weaknesses. Proposer provides a consistently outstanding level of quality.	100 - 90 %
Very Good (VG)	Proposal indicates significant strengths and/or a number of minor strengths and no significant weaknesses. Minor weaknesses are offset by strengths. There exists a small possibility that, if ultimately selected as the Contractor, the minor weaknesses could slightly affect successful Project performance adversely.	89 - 75 %

Instructions to Proposers

Good (G)	Proposal indicates significant strengths and/or a number of minor strengths. Minor and significant weaknesses exist that could detract from strengths. While the weaknesses could be improved, minimized, or corrected, it is possible that if ultimately selected as the Contractor, the weaknesses could adversely affect successful Project performance.	74 - 51 %
Fair (F)	Proposal indicates weaknesses, significant and minor, which are not offset by significant strengths. No significant strengths and few minor strengths exist. It is probable that if ultimately selected as the Contractor, the weaknesses would adversely affect successful Project performance.	50 - 25 %
Poor (P)	Proposal indicates existence of significant weaknesses and/or minor weaknesses and no strengths. Proposal indicates a strong expectation that successful performance could not be achieved if submitter were selected as the Contractor.	24 - 0 %

5.0 Procurement Requirements

5.1 Receipt of Request for Proposals Documents and Other Notices

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

5.2 Examination and Interpretation of Request for Proposals Documents

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

The Proposer shall be responsible for:

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

Raelene Shelly, Project Manager
425A Corporate Circle
Golden, CO 80401

Written RFCs and RFIs must arrive no later than the date shown in the Procurement Schedule, provided that requests in connection with an Addendum must arrive no later than 5 days after issuance of the Addendum. Emailed comments or requests are allowed as long as an original, signed letter is submitted no later than 2 days after the date of the email.

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.

Instructions to Proposers

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

5.4 (Reserved)

5.5 Improper Conduct

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

5.6 Withdrawal of Proposal After Proposal Due Date

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

5.7 Responsive Proposal

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

5.8 Stipend

CDOT has determined that it is appropriate to Award a stipend to the unsuccessful responsible Proposers that provide a fully responsive, but unsuccessful Proposal (including all 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.

The submission of a Proposal to an RFP does not constitute the Proposer's acceptance of the stipend as full payment for all technical solutions and design concepts contained in the Proposal. The Proposers shall have the option of refusing the stipend and not transferring ownership of all technical solutions and design concepts contained in the Proposal. If the Proposer accepts the stipend, CDOT will be entitled to use any and all concepts, ideas, ATCs, and information contained in the Proposals without limitation or in connection with a subsequent procurement for the Project or any other project, without any obligation to pay any additional compensation, consideration, or value to the unsuccessful Proposers.

In no event shall any Proposer that is selected for Award but fails to satisfy the Award conditions set forth in Section 6.0, below, be entitled to receive a stipend.

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 6.0, such Proposer shall no longer be entitled to the stipend.

Instructions to Proposers

5.9 Ownership of Proposals

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

5.10 Colorado Open Records Act

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

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

CDOT will not advise a Proposer as to the nature or content of documents entitled to protection from disclosure under the Colorado Open Records Act or other applicable laws, as to the interpretation of the Colorado Open Records Act, or as to the definition of trade secret. The Proposer shall be solely responsible for all determinations made by it under applicable laws, and for clearly and prominently marking each and every page or sheet of materials with "PROPRIETARY," "TRADE SECRET," or "CONFIDENTIAL" as it determines to be appropriate. Each Proposer is advised to contact its own legal counsel concerning the Colorado Open Records Act, other applicable laws, and their application to the Proposer's own circumstances.

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

5.11 Changes in Proposer's Organization

If there are any 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 the Procurement Schedule, above. Such requests must be accompanied with the information specified for such entity in the SOQ. If a Major Participant is being

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

5.12.2 Review of Escrowed Proposal Documents

All Proposers will deliver the EPD, marked confidential, to CDOT, as identified in the Procurement Schedule, above. Prior to Contract execution (or Contract negotiations, if applicable), the selected Proposer's EPD will be reviewed to determine completeness. All EPDs will be held in a locked fireproof cabinet kept at a mutually agreed upon location, including but not limited to, with 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 EPD prior to Contract execution (or Contract negotiations, if applicable) to determine whether they are complete. Such representatives shall also organize the EPD, labeling each page so that it is obvious that the page is a part of the EPD and to enable a person reviewing the page out of context to determine where it can be found within the EPD; and the representatives shall compile an index listing each document included in the EPD and briefly describing the document and its location in the EPD. CDOT will have the right to retain a copy of the index. If, following the initial organization, CDOT determines that the EPD is incomplete, CDOT may require the Proposer to supply data to make the EPD complete. Incomplete EPDs may render the Proposal non-responsive. The EPD will be available for joint review in conjunction with Contract negotiations, if applicable, and as described in Book 1, Section 22.

5.12.3 Return of Escrowed Proposal Documents

The EPD 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 EPD 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 the EPD.

5.12.5 Protests

5.12.6 Protests Regarding Request for Proposal Documents

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

Protests regarding the RFP Documents shall be filed only after the Proposer has informally discussed the nature and basis of the protest with the CDOT Project Manager 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:

- The name and address of the protester.

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- Appropriate identification of the procurement by bid or Award number.
- A statement of the reasons for the protest.
- All available exhibits, evidence, or documents substantiating the protest.

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

Raelene Shelly, Project Manager
425A Corporate Circle
Golden, CO80401

The protests shall be delivered 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 his designee shall decide on the basis of the written submissions. Any additional information regarding the protest should be submitted within the time period requested to expedite resolution of the protest. If any party fails to comply expeditiously with any request for information by the CDOT Chief Engineer or his designee, the protest may be resolved without such information. The CDOT Chief Engineer or his designee will issue a written decision regarding the protest within 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 his 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.

5.12.7 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 Manager:

Raelene Shelly, Project Manager
425A Corporate Circle
Golden, CO 80401

The protests must be delivered 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 CDOT Project Manager. The Notice of Protest shall state with particularity, the grounds of the protest.

Instructions to Proposers

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

5.13 Ex Parte Communications

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

5.14 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:

- Investigate the qualifications of any Proposer.
- Require confirmation of information furnished by a Proposer.
- Require additional evidence of qualifications to perform the Work.
- Reject any or all of the Proposals.
- Issue a new request for Proposals.
- Cancel, modify, or withdraw the entire RFP, or any part hereof.
- Issue Addenda, supplements, and modifications to this RFP.
- Solicit BAFOs from the Proposers.
- Appoint evaluation committees to review Proposals, and seek the assistance of outside technical experts and consultants in Proposal evaluation.
- 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.
- Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP.
- Waive or permit corrections to data submitted with any response to this RFP.
- Waive or permit submittal of addenda and supplements to data previously provided with any responses to this RFP.
- 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).
- Require correction of or waive deficiencies, informalities, and minor irregularities in Proposals; or seek clarifications or modifications to a Proposal.
- Disqualify any Proposer that changes its submittal without CDOT Approval.
- 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.

Instructions to Proposers

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

- 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.
- Approvals of each member or partner of the Proposer of the final form of the Contract.
- Payment Bond in the form attached hereto as Form N, issued by the surety listed in the Proposal, or an equivalent surety meeting the requirements stated in the Contract, together with evidence of the signatory authority of the signatories thereto.
- Performance Bond in the form attached hereto as Form O, issued by the surety listed in the Proposal, or an equivalent surety meeting the requirements stated in the Contract, together with evidence of the signatory authority of the signatories thereto.
- OCIP required under the Contract.
- 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.
- Opinion of counsel for the Contractor, which counsel will be Approved by CDOT (which may be in-house or outside counsel, provided that the enforceability opinion shall be provided by attorneys licensed in the State of Colorado), in substantially the form attached hereto as Form M.

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

Instructions to Proposers – Form A

FORM A
COLORADO DEPARTMENT OF TRANSPORTATION
Eisenhower/Johnson Memorial Tunnel
Fixed Fire Suppression System
Design Build Project

INSTRUCTIONS TO PROPOSERS

PROPOSAL LETTER

PROPOSER:

Proposal Date: _____

Raelene Shelly, Project Manager
425A Corporate Circle
Golden, CO 80401

The undersigned (“Proposer”) submits this proposal in response to that certain Request for Proposals (the “RFP”) issued jointly by the Colorado Department of Transportation (“CDOT”), referred to herein as “CDOT”, dated _____, 2014, to solicit proposals for a Design Build Contractor (“Contractor”) to enter into a Contract (the “Contract”) to develop the EJMT FFSS 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 – Price Proposal (Form J)

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

EJMT FFSS Design Build Project

Project No. C 0703-360; Subaccount 17810

Instructions to Proposers – Form A

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.

Instructions to Proposers – Form A

[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: _____

Instructions to Proposers – Form A

INCUMBENCY CERTIFICATE

Provide Separate Forms for Proposer and all Major Participants

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

NAME

OFFICE

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

Secretary

Instructions to Proposers – Form B

FORM B
INFORMATION ABOUT PROPOSER AND MAJOR PARTICIPANTS
(To be signed by authorized signatory(ies) of Proposer/Major Participant)

Name of Proposer: _____

Type of entity: _____

Proposer's address: _____

Telephone

Facsimile

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):

Name of corporation: _____

Relationship of corporation to the Proposer: _____

Date of incorporation: _____

State of incorporation: _____

President's name: _____

Vice President's name(s): _____

Secretary's name: _____

Treasurer's name: _____

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):

Name of partnership: _____

Relationship of partnership to the Proposer: _____

Date and state of organization of partnership: _____

Instructions to Proposers – Form B

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

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):

Name of venture: _____

Relationship of venture to the Proposer: _____

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

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):

Name of company: _____

Relationship of company to the Proposer: _____

Date of organization: _____

State of organization: _____

President’s name: _____

Vice President’s name(s): _____

Secretary’s name: _____

Treasurer’s name: _____

Instructions to Proposers – Form B

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

STATE OF _____)

COUNTY OF _____)

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

(Signature)

(Signature)

(Name Printed)

(Name Printed)

(Title)

(Title)

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

Notary Public in and for said County and State

[Seal]

My commission expires: _____.

Instructions to Proposers – Form C

FORM C
NON-COLLUSION AFFIDAVIT
(To be signed by authorized signatory(ies) of Proposer)

STATE OF _____)

)SS:

COUNTY OF _____)

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

- A. The undersigned, being first duly sworn, deposes and says that (he/she) _____ is the (Title) _____ of (company name) _____, which entity is a (shareholder, partner, joint venture member or other) _____ of (Proposer’s name) _____, a (corporation, partnership, limited liability company, joint venture or other), the entity making the foregoing Proposal, and that the answers to the foregoing questions and all other statements therein are true and correct.
- B. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, joint venture, limited liability company or corporation; the proposal is genuine and not collusive or sham; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal or that anyone shall refrain from proposing; the Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the prices of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element included in the proposal, or of that of any other Proposer, or to secure any advantage against CDOT of anyone interested in the proposed Contract; all statements contained in the proposal are true; and, further, the Proposer has not, directly or indirectly, submitted its prices, any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, joint venture, limited liability company, organization, proposal depository or any member, partner, joint venture, or agent thereof to effectuate a collusive or sham proposal.
- C. The Proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its proposal to any other Proposer, or seek to obtain information or data regarding the price or other terms of any other proposal, until after Award of the Contract or rejection of all proposals and cancellation of the RFP.

(Signature)

(Signature)

(Name Printed)

(Name Printed)

(Title)

(Title)

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

Notary Public in and for said County and State

[Seal]

My commission expires: _____.

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

Instructions to Proposers – Form D

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

Instructions to Proposers – Form E

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.]

Instructions to Proposers – Form F

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:

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;

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

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

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

Date: _____

Signature

Title

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

FORM G
CERTIFICATION OF COMPLIANCE WITH
EQUAL OPPORTUNITY CLAUSE REQUIREMENTS

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

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

Date: _____, 2014

Proposer/Subcontractor Name: _____

Signature: _____

Title: _____

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

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

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

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

FORM H
ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “Agreement”) is made and entered into as of this _____, 2014, 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 EJMT FFSS 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 (“EPD”).
- D. CDOT and Proposer, upon mutual agreement, may employ the services of an 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 EDP 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 EPD. Escrow Agent hereby acknowledges receipt of such EPD, and such EPD shall be held in escrow under the terms and conditions of this Agreement.
- 2. Holding of EPD. Escrow Agent shall hold the EPD in escrow in a designated area on the premises of Escrow Holder located at _____, on a confidential basis. The EPD 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 EPD, provided that employees of Escrow Agent shall have access to the locked area for other purposes.
- 3. Release of EPD. Escrow Agent shall release the EPD as follows:
 - A. Escrow Agent shall release the EPD to Proposer, and Proposer shall pick up the EPD at Proposer’s expense, upon delivery by CDOT of a certificate from the EJMT FFSS Design Build Project Manager certifying that CDOT has determined not to enter into a contract with Proposer.
 - B. Escrow Agent shall release the EPD 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 EPD to Escrow Agent, the EPD was personally examined by an authorized representative of Proposer and that it meets the requirements of the RFP and is 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;

Instructions to Proposers – Form H

- 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:

Raelene Shelly, Project Manager
425A Corporate Circle
Golden, CO 80401

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.

Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall be deemed an original.

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.

Governing Law. The laws of the State of Colorado shall govern this Agreement.

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.

Instructions to Proposers – Form H

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: _____

Instructions to Proposers – Form I

**FORM I
KEY PERSONNEL INFORMATION**

Name of Proposer: _____

PROPOSED KEY PERSONNEL

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

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

Instructions to Proposers – Form J

FORM J
PRICE ALLOCATION/PROPOSER’S PRICE FORM

(See Book 2, Section 2 – Work Breakdown Structure)

[Form J is provided as a separate Excel file]

Please Fill Out the Excel Spreadsheet “EJMT FFSS ITP FORM J”

**FORM K
OPTION PRICE FORM**

NOT APPLICABLE TO THIS PROJECT

Instructions to Proposers – Form L

**FORM L
PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS, that we,

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

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

The above obligation is void if the Principal enters into the Contract within 60 days of selection of the Principal, negotiates any final terms and conditions in good faith, and has furnished all required documents for issuance of NTP1, unless the time is extended by CDOT.

WITNESS:

Signed and sealed this ____ day of _____, 2014.

Principal

Witness

Signature

Print or type name

Title

Surety

Witness

Signature

Print or type name

Title

Instructions to Proposers – Form M

**FORM M
OPINION OF COUNSEL**

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

Proposal Date:

Raelene Shelly, Project Manager
425A Corporate Circle
Golden, CO 80401

Re: Request for Proposals (“RFP”) for the EJMT FFSS 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].

Instructions to Proposers – Form N

**FORM N
PAYMENT BOND**

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 EJMT FFSS Design Build Project dated as of _____, 2014 (the “Contract”), on the terms and conditions set forth therein; and

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

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

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

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

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

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

Principal: _____ [Seal]

By: _____

Its: _____

EJMT FFSS Design Build Project

Project No. C 0703-360; Subaccount 17810

Instructions to Proposers – Form N

Surety: _____

[Seal]

By: _____

Its: _____

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

**FORM O
PERFORMANCE BOND**

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 EJMT FFSS Design Build Project dated as of _____, 2014 (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 \$____,000,000.00 (the “Bonded Sum”), for payment of which sum Principal and Surety jointly and severally firmly bind themselves and their successors and assigns.

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

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

1. The Contract Documents are incorporated by reference herein.
2. This bond specifically guarantees the performance of each and every obligation of Principal under the Contract Documents, as they may be amended and supplemented, including but not limited to its liability for Liquidated Damages and Warranties as specified in the Contract Documents, but not to exceed the Bonded Sum.
3. The guarantees contained herein shall survive the final completion of the design and construction called for in the Contract Documents with respect to those obligations of Principal, which survive such final completion.
4. Whenever Principal shall be, and is declared by Obligee to be, in default under the Contract Documents, provided that Obligee is not then in material default thereunder, Surety shall promptly:
 - A. Remedy such default;
 - B. Complete the Project in accordance with the terms and conditions of the Contract Documents then in effect; or
 - C. Select a contractor or contractors to complete all Work for which a notice to proceed has been issued in accordance with the terms and conditions of the Contract Documents then in effect, using a procurement methodology approved by Obligee, arrange for a contract between such contractor or contractors and Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under such contract or contracts of completion arranged under this paragraph), sufficient funds to pay the cost of completion less the unpaid balance of the Contract Price; but not exceeding, including other costs and damages for which Surety is liable hereunder, the Bonded Sum.
5. No alteration, modification or supplement to the Contract Documents or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this bond. Surety waives notice of any alteration, modification, supplement, or extension of time.

Instructions to Proposers – Form O

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

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

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

Principal: _____ [Seal]

By: _____

Its: _____

Surety: _____ [Seal]

By: _____

Its: _____

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

Instructions to Proposers – Form P

**FORM P
COMPLETION DEADLINES**

Name of Proposer _____

	Contractor Completion Deadlines
Proposed Project Substantial Completion Duration (Days from NTP2):	
Final Acceptance Deadline: <u>90 Days after Project Completion</u>	

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

**FORM Q
ADDITIONAL DESIGN EXCEPTIONS FORM**

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