

COLORADO DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSAL - RFP # HAA 02-09/AH-
MODIFIED



SUBMISSION DEADLINE: 10:00AM, THURSDAY, SEPTEMBER 18, 2008

RFP Administrator: Alexis Holdman 303.757.9626

Proposals submitted to: CDOT Purchasing; 4201 E. Arkansas, Room 150; Denver, CO 80222

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

GIS BASED FIBER OPTIC MANAGEMENT SOLUTION

The Colorado Department of Transportation (CDOT) is requesting proposals from qualified individuals and/or firms interested in assisting its ITS Branch in implementing a GIS Based Fiber Management Solution that will assist in documenting and managing the Department's fiber optic network. Functionality should include: intuitive graphical tools for creating and maintaining fiber network; instant generation of schematic diagrams; tracing fiber and port level connectivity; determining outage locations through tracing; circuit management within the network; and generating reports which aid in the better understanding of the fiber network.

Vendor must be a subscriber to the State of Colorado's BIDS system at the time of the bid opening for their bid to be considered.

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

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

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

- Except as replaced, modified, or supplemented by CDOT for this solicitation, all items in the State of Colorado Solicitation Instructions/Terms and Conditions are considered part of, and are incorporated by reference into this document.
- Bidder testifies that bid prices were arrived at independently and there was no collusion involved.
- The Bidder/Proposer/Vendor guarantees to the State that they understand and agree to the terms and conditions of this IFB and that they will not default from performance by virtue of a mistake or misunderstanding. Bidders shall seek clarification from CDOT of any specifications, terms and/or conditions that they determine to be unclear. The failure of a bidder to seek clarification may be deemed a waiver of any such clarification.
- Low tie bids shall be decided in accordance with the provision of C.R.S. Section 24-103-202.5, as it currently exists or is hereafter amended, which gives a preference to resident bidders. Any bidder who wishes to be considered a "resident bidder" for purposes of the tie bid procedure provided in C.R.S. Section 24-103-202.5 shall include with their bid, proof that they meet the definition of resident bidder as set forth in either C.R.S. Section 24-103-101(6)(a) or C.R.S. Section 24-103-101(6)(b).
- Pursuant to CRS 24-30-202.4 (as amended), the State controller may withhold debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 22, Title 39, CRS; (c) unpaid loans due to the student loan division of the department of higher education; (d) owed amounts required to be paid to the unemployment compensation fund; and (e) other unpaid debts owing to the State or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.
- *This award shall be available for use by CDOT, other State Agencies and Institutions (with approval from State Purchasing), Local Governments and Political sub-divisions in the State of Colorado.*

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

Vendor Name _____
Vendor Address _____
City, State, Zip _____
Vendor Phone _____ Fax _____

Signature _____
Name(Print) _____
Title _____ Date _____
F.E.I.N./SSN _____

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

REQUEST FOR PROPOSAL

THE COLORADO DEPARTMENT OF TRANSPORTATION

SECTION 1

ADMINISTRATIVE INFORMATION

1.1 Issuing Office

This request for proposal is issued for the State of Colorado by the Colorado Department of Transportation, Procurement Branch. All contact regarding this RFP is to be directed to:

Ms. Alexis Holdman, Purchasing Agent
Colorado Department of Transportation
Center for Procurement Services
4201 East Arkansas Avenue, Room 150
Denver, CO 80222
alexis.holdman@dot.state.co.us
(303) 757-9626 FAX (303) 757-9669

1.2 Purpose

The Colorado Department of Transportation (CDOT) is requesting proposals from qualified individuals and/or firms interested in assisting it's ITS Branch in implementing a GIS Based Fiber Management Solution that will assist in documenting and managing the Department's fiber optic network. Functionality should include: intuitive graphical tools for creating and maintaining the fiber network; instant generation of schematic diagrams; tracing fiber and port level connectivity; determining outage locations through tracing; circuit management within the network; and generating reports which aid in the better understanding of the fiber network.

This RFP provides prospective proposers with sufficient information to enable them to prepare and submit proposals for consideration by CDOT to satisfy the needs as outlined in the Scope of Work.

1.3 SCHEDULE OF ACTIVITIES:	DATE: 2008	TIME (MST)
1. RFP published on BIDS System	August 15, 2008	N/A
2. Proposers preliminary inquiry deadline (<i>Pre-conference inquiries for discussion during conference</i>)	August 22nd	10:00 A.M.
3. Pre-proposal conference (Mandatory)	August 28th	1:00 P.M.
4. Prospective proposers inquiry deadline (<i>No questions accepted after this date</i>)	September 4th	10:00 A.M.
5. Response to proposer questions (<i>Responses posted on BIDS system</i>)	September 9th	5:00 P.M.
6. PROPOSAL SUBMISSION DEADLINE	September 18th	10:00 A.M.
7. Evaluation of Proposals	September 18th	TO September 25th

8. Top 3 Proposers selected and notified	September 25th	(<u>ESTIMATE</u>) ¹	N/A
9. Oral interviews and demo with top 3	October 3 rd	(<u>ESTIMATE</u>)	TBD
10. Final proposer selection (<u>ESTIMATE</u>)	October 6th		N/A
11. <i>Desired</i> date of executed contract	November 15, 2008		N/A

1.4 Proposal Submission

All proposals must be received by the CDOT Center for Procurement Services, 4201 East Arkansas Avenue, Room 150 Denver, CO 80222, no later than the date and time shown in the Schedule of Activities, Deadline for receipt of proposals. Each proposal shall consist of **one (1)** original (identified as such) and **5 copies** of the proposers complete proposal (6 documents total). A complete proposal package for the purposes of this RFP must include: 1 original + 5 copies of a technical proposal AND 1 original separately sealed cost proposal + 5 individually separately sealed copies of the cost proposal. All of these documents must then be placed together in an envelope or box.

PROPOSALS MUST INCLUDE BOTH THE TECHNICAL AND COST SECTIONS TO BE CONSIDERED.

It is the responsibility of the proposer to ensure that their complete proposal is received in the Purchasing Office prior to the deadline. Proposers mailing their documents should allow ample mail delivery time to ensure timely receipt of their proposals. PROPOSALS RECEIVED AFTER THE ABOVE DATE AND TIME WILL NOT BE CONSIDERED. Proposals must be clearly identified as a proposal for **CDOT RFP No: HAA 02-09/AH** and shall show such information on the **OUTSIDE** of the proposal packet. Proposals will not be accepted by facsimile transmittal.

Proposers are advised that CDOT desires that proposals prepared in response to this RFP be submitted on recycled paper, and that all copies be printed on both sides of paper. While the appearance of proposals is important, and professionalism in proposal presentation should not be neglected, the use of non-recyclable or non-recycled glossy materials is discouraged. In addition, it is requested that proposals be in flat bound form to facilitate filing. **Please do not submit proposals in loose-leaf binders (3-ring).**

1.5 Inquiries

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

Ms. Alexis Holdman, Purchasing Agent
Colorado Department of Transportation
Center for Procurement Services
4201 East Arkansas Avenue, Room 150
Denver, CO 80222
(303) 757-9626 FAX (303) 757-9669

All envelopes containing questions must be clearly marked “**Inquiry for RFP No: HAA 02-09/AH**” to facilitate handling and distribution. Inquiries sent by fax will be accepted (Fax number: 303.757.9669). An addendum responding to questions submitted regarding the RFP

¹ As the evaluation process is dependent upon the number of proposals received, their length, and committee members’ schedules, all dates post proposal submission are strictly estimated.

will be published on the BIDS System at the Internet site, <http://www.gssa.state.co.us>. It is the proposers responsibility to monitor the BIDS System and to acknowledge and/or comply with all addenda to this RFP.

1.6 Procurement Process

1.6.1 MANDATORY Pre-Proposal Conference

A pre-proposal conference will be held on **Thursday, August 28, 2008 at 1:00P.M.** at CDOT's ITS Branch Office, located at 425 C Corporate Circle, Golden, CO 80401 to clarify the terms, conditions and requirements of this Request For Proposal and to prevent any misunderstanding of CDOT's position. Any/all questions or comments as to the requirements of this Request for Proposal should be provided to CDOT by the preliminary questions deadline for answer and distribution at this pre-proposal meeting.

Interested firms and/or individuals are advised that this pre-proposal conference is intended to provide an overview of CDOT's needs and to answer attendee questions and provide any additional information necessary and related to the preparation of a responsive and responsible proposal. CDOT expects attendees to be familiar with the content of the RFP solicitation and its terms and conditions.

Attendance at the pre-proposal conference is MANDATORY. At this pre-proposal conference, CDOT ITS Branch will have representatives to answer any specific questions related to the RFP. The representatives will include staff from following areas:

- **CDOT Procurement**
- **CDOT GIS**
- **CDOT ITS Branch (Oracle)**
- **CDOT IT Network**
- **CDOT ITS Branch (Software Development)**
- **CDOT ITS Branch (Maintenance)**

In addition, at the pre-proposal conference, attendees will be given a tour of Colorado Transportation Management Center (CTMC) located in the building including the network room. During the tour, attendees will have the opportunity to ask questions as it relates to the network, servers, etc.

It is the responsibility of ALL proposers to monitor the BIDS system, and to acknowledge receipt of any amendments/addenda published in association with this RFP.

Attendance by ALL prospective bidders is required. Failure to attend and sign the attendance form will result in non-acceptance of any bid/proposal response to this IFB.

No reimbursement of travel or other preparatory costs will be provided.

1.6.2 Proposer Questions And Responses

Only those proposer's questions submitted in writing to Ms. Alexis Holdman, Purchasing Agent, CDOT Center for Procurement Services in accordance with the instructions in Section 1.5 of this RFP will be addressed by CDOT. CDOT will publish the Questions and Answers on the BIDS system by the Response deadline of September 9, 2008, including any further questions discussed at the pre-proposal conference.

1.6.3 Submittal Of Proposals

To be considered, the proposer must complete and submit both a technical and a sealed cost proposal to the CDOT Center for Procurement Services, by no later than the specified date and time, as instructed in Section 1.4 of this RFP. See Section 2.3 for further instruction.

1.6.4 Evaluation Of Technical Proposals

An evaluation of only the technical portion of the proposal package will be made by the evaluation committee in accordance with the Scope of Work and the evaluation criteria defined in Section 3 of this RFP.

1.6.5 Selection Of Finalists

A “short list” of the highest ranked proposals will be established following the technical review and those proposals will continue to the second stage of the review process - evaluation of the sealed cost proposal.

1.6.6 Evaluation Of Cost Proposals

The committee will evaluate the cost proposal to determine the best value to CDOT within the budget allocated for this project, selecting the proposer(s) based on the evaluation of both the written technical and cost proposals.

1.6.7 Oral Presentation Evaluation

Oral presentations *will be* held following the evaluation of both the written technical and cost portions of the proposal, the committee may also require and request additional information in order to make a final proposal selection. Proposers invited to make a presentation, should be prepared to demonstrate the product per the requirements defined in the RFP and to answer any possible questions of clarification related to the RFP. More specific information regarding the oral interview format, product demo requirements, presentation equipment, and facility information will be provided to those invited proposers in a formal letter of invitation.

Proposers are reminded that oral presentations are solely for the benefit of the evaluation committee, to assist them in making an appropriate proposer selection.

1.7 Amendments To RFP

In the event it should be necessary to revise any portion of this RFP, addenda will be published on the BIDS System at the Internet site, <http://www.gssa.state.co.us>. It is the prospective proposers sole responsibility to monitor the BIDS System and to acknowledge and/or comply with all addenda to this RFP.

1.8 Response Material Ownership

All material submitted regarding this RFP becomes the property of the State of Colorado. Proposals may be reviewed by any person after the “Notice of Intent to Make an Award” letter has been issued, subject to the terms of Section 24-72-201 et. seq., C.R.S., as amended, Public (Open) Records.

1.9 Proprietary Information

All material submitted in response to this RFP will become public record and will be subject to inspection after an Intent to Award notice is issued. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the proposal. Such request must include justification for the request. The request will be

reviewed and either approved or denied by the CDOT Purchasing Director. If denied, the proposer will have the opportunity to withdraw its entire proposal, or to remove the proprietary restrictions. **NEITHER COST OR PRICING INFORMATION NOR A TOTAL PROPOSAL WILL BE CONSIDERED PROPRIETARY.** Refer to Section 1.33 of this RFP for instructions as to submission of Confidential/Proprietary Information.

1.10 Rejection Of Proposals

Pursuant to Procurement Rule 24-103-301, the State of Colorado reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the State to do so. Failure to furnish all information, or to follow the proposal format, requested in this RFP may disqualify the proposal. Any exceptions to the Scope of Work must be clearly identified and supported in the proposal. Inclusion of such exceptions does not guarantee acceptance by the State of such variation, and may instead lead to rejection of the proposal as non-responsive.

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

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

1.11 Incurring Costs

The State of Colorado is not liable for any cost incurred by proposers prior to issuance of a legally executed contract or procurement document. No property interest, of any nature shall occur until a contract is awarded and signed by all concerned parties. No reimbursement of travel and other preparatory costs will be considered for those proposers recommended for the interview.

1.12 Parent Company

If a proposer is owned or controlled by a parent company, the name, main office address of parent company must be provided in the proposal. A separate W-9 will be required by CDOT for the parent company.

1.13 Evaluation Criteria

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

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

1.13.2 During the evaluation process, discussions may be conducted with proposers who submit proposals determined to be reasonably susceptible of being selected for award. It will be the recommendation of the evaluation committee if discussions for clarification are needed.

1.13.3 The sole objective of the evaluation committee will be to recommend the proposer whose proposal is most responsive to the State's needs while within the available

resources. The specifications within this RFP represent the minimum performance necessary for response.

1.13.4 Specific evaluation criteria are outlined in the Section entitled Evaluation Criteria.

1.14 Proposal Content/Acceptance of RFP Terms

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

1.15 Provision For Required Insurance

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

1.16 Provision For Required Bonds

Bonding will not be required for this solicitation.

1.17 CONSULTANT CERTIFICATION:

Proposers must submit a signed Consultant Certification Form, CDOT Form #637, with their proposal, provided as Attachment A to this RFP.

1.18 Conflict Of Interest

By submission of a proposal, proposer agrees that, at the time of contracting, the proposer has no interest, direct or indirect, that would conflict in any manner or degree with the performance of the required services. The proposer shall further covenant that, in the performance of the contract, they shall not employ any person having any such known interest.

1.19 Proposal Prices

Estimated proposal prices are strongly discouraged. Proposers are urged to submit prices reflective of as accurate and reasonable predictions of costs as possible prior to site visit. Proposers are alerted that although CDOT reserves the right to request a best and final offer, any revisions, including costs, will be closely evaluated by the evaluation committee and in-house counsel, to insure the elimination of any inequities and unacceptable conditions. In addition, proposers are advised that if, in the course of performance of a contract resulting from this RFP solicitation, any travel or per diem is required, those costs will be reimbursed at the rates outlined in the State of Colorado Fiscal Rules, which can be obtained at: www.sco.state.co.us/rules/rules.htm.

1.20 REQUEST FOR PROPOSAL/INVITATION FOR BID:

The Request For Proposal/Invitation for Bid Form - the cover page of this RFP - must be signed, in ink, by a person authorized to bind the proposer, and returned with the proposal. In addition, any subsequent amendments made to the RFP as per Section 1.7, must be acknowledged with signature by a person authorized to bind the proposer, and returned with the proposal.

1.21 Audit Of The Selected Vendor

Prior to final acceptance of the contract work, the CDOT External Audit Branch may conduct a closing audit of the proposer. This closeout audit will be performed upon completion of the contract to verify the accuracy of all billings and compliance with the contract provisions.

1.22 Budgeted Funds

The funding amount available for this project will not be released at this time. As stated in section 1.19 of this RFP, interested proposers should develop an accurate and reasonable budget utilizing current cost information.

1.23 Intent To Award

After a proposer is selected, an “Intent to Award” letter will be mailed to all firms who submitted a proposal. After an intent to award has been issued, interested parties may review the proposals by making an appointment with:

Ms. Alexis Holdman, Purchasing Agent
Colorado Department of Transportation, Center for Procurement Services
4201 East Arkansas Avenue, Room 150, Denver, CO 80222
alexis.holdman@dot.state.co.us
(303) 757-9626 FAX (303) 757-9669

1.24 Standard Contract

The State of Colorado Special Provisions will be incorporated into any contract resulting from this RFP, and will be included verbatim. (See Attachments B – State Special Provisions)

1.25 Protested Solicitations And Awards

Any actual or prospective proposer who is aggrieved in connection with the solicitation or award of a contract may protest to the CDOT Procurement Director. The protest shall be submitted in writing within seven (7) working days after such aggrieved person knows, or should have known, of the facts giving rise thereto. Ref. Section 24-109, 101 et seq., C.R.S., as amended; Section 24-109, 201 et. Seq., C.R.S. as amended; Section R-24-109-101 through R-24-109-206, Colorado Procurement Rules. Protests received after the seven-working-day period shall not be considered. The written protest shall include, as a minimum, the following:

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

1.26 Selection Of Proposal

All proposers will be notified in writing regarding the results of the RFP evaluation. Upon review and approval of the evaluation committee’s recommendation for award, the CDOT Procurement Office will issue a “Notice of Intent to Make an Award” letter to the apparent successful proposer. Provided, however, that all proposers understand that such letter, by itself, does not grant any property interest or right of any nature in the RFP work/services or to a contract for the performance of such work/services. Contract terms that are consistent with the RFP and that are acceptable to the State must first be discussed, and a contract must then be completed and signed by all parties and the State Controller. Only upon final signature by the State Controller, does the successful proposer have any interest or rights in

the RFP work/services. Therefore, the apparent successful proposer receiving a “Notice of Intent to Make an Award” letter shall not rely on that letter to make commitments to third parties, and the apparent successful proposer shall not take any actions(s) to prepare for, or start the performance of, the RFP work/services until a contract is so discussed and executed. If the parties are unable to agree on negotiated terms for the contract CDOT may elect to cancel the “Notice of Intent to Make an Award” letter and make the award to the next highest-ranked proposer.

1.27 Award Of Contract

The award will be made to that proposer whose proposal conforms to the RFP and is determined to be the highest ranked proposer, price and other factors considered, subject to discussion and execution of an acceptable contract as described above.

It is the intent of CDOT to select a vendor within 45 to 60 days of the deadline for receipt of proposals. However, as the evaluation process is dependent upon the number of proposals received, their length, and evaluation committee member’s schedules, the schedule of activities post the proposal submission deadline, is strictly estimated and therefore, bid proposals must be firm and valid for award for at least 120 days after the deadline for receipt of proposals.

1.28 News Releases

News releases pertaining to this RFP shall NOT be made prior to execution of a contract, and then are to be made only with the approval of the CDOT Program Manager.

1.29 Certification Of Independent Price Determination

1.29.1 By submission of this proposal each proposer certifies and, in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

- (a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly to any other proposer or to any competitor; and
- (c) No attempt has been made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

1.29.2 Each person signing the Invitation for Bid form – cover page of this RFP - certifies that:

- He/she is the person in the proposers organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 1.29.1 (a) through (c) above; **OR**
- He/she is not the person in the proposers organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not

participate, in any action contrary to 1.29.1 (a) through (c) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 1.29.1 (a) through (c) above.

- 1.29.3 A proposal will not be considered for award where 1.29.1 (a) and (c), 1.29.2 above has been deleted or modified. Where 1.29.1 (b) above has been deleted or modified, the proposal will not be considered for award unless the proposer furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the CDOT Procurement Office, or designee, determines that such disclosure was not made for the purpose of restricting competition.

1.30 Taxes

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

1.31 Funds

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the State of Colorado.

1.32 Intellectual Property And Ownership Rights

All original materials, including any reports, studies, data, designs, drawings, maps, meeting minutes, specifications, data spreadsheets, notes, documents, and documentation electronically or magnetically recorded material and related intellectual property developed or created by the successful proposer (“Contractor”) pursuant to the services sought by this RFP, and subsequently provided and integrated by contract between CDOT and the successful proposer, shall become the sole property of the State. The successful proposer will not be allowed use of any materials furnished by, or produced for, CDOT for any purpose other than towards the completion the works herein described for.

1.33 Submission Of Confidential/Proprietary Information

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

PROCEDURES FOR SUBMISSION OF CONFIDENTIAL / PROPRIETARY INFORMATION:

- A. Written request for confidentiality shall be submitted, by the offeror, with the proposal documents.
- B. The written request will be enclosed in an envelope marked “REQUEST FOR CONFIDENTIALITY,” and attached to the cover of the ORIGINAL copy of the offeror’s proposal that contains the CDOT invitation for proposal page with the offeror’s ORIGINAL autographic signature.

- C. The written request must state SPECIFICALLY, AND IDENTIFY BY PAGE NUMBER, what elements of the proposal are to remain confidential. The request must also IDENTIFY THE BASIS for the claim of confidentiality, OTHER than a recitation of a SPECIFIC State or Federal statute.
- D. Confidential/propriety information MUST be readily IDENTIFIED, MARKED and SEPARATED/PACKAGED from the rest of the proposal. Co-mingling of confidential/propriety information and other information is NOT acceptable.
- E. The CDOT Purchasing Manager will make a written determination as to the apparent validity of any request for confidentiality. The written determination of the Purchasing Agent will be sent to the offeror.
- F. Proposals that are determined to be at variance with this procedure may be declared non-responsive by the Purchasing Manager through the Purchasing Agent, and not given further consideration.

1.34 ASSIGNMENT AND DELEGATION:

Except for assignment of antitrust claims, neither party to any resulting contract stemming from this RFP, may assign or delegate any portion of the Contract without the prior written consent of the other party.

1.35 VENUE:

The laws of the State of Colorado shall govern in connection with the formation, performance and the legal enforcement of any resulting contract. Further, Title 24, C.R.S. as amended, Article 101 through 112 and Rules adopted to implement the statutes govern this procurement.

SECTION 2

INFORMATION REQUIRED FROM PROPOSERS

General Offeror Response Format (WORK PLAN)/Submission Guidelines

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

2.1 Proposal General Requirements

To be considered responsive, proposer’s must follow the outline and page distribution guidelines listed below when preparing their proposal.

One page is a standard 8½ x 11 inch sheet, single- sided and single-spaced with no less than twelve (12) point font for all text, including all tables and captions. A maximum of five (5) sheets, 11 x 17 inches in dimension, folded into 8½ x 11 inch dimension, will be accepted anywhere in the proposal, and will count as a single page, so long as they commonly bound with the remaining proposal documents. Dividers, covers (front and back) and table of contents shall not be included in the final page count.

DELIVERY TIME, DATE, NUMBER OF COPIES AND SUBMISSION OF ORIGINAL SHALL COMPLY WITH RFP SECTIONS 1.3 AND 1.4 OF THIS RFP.

2.1.1 Proposal Format

Proposals MUST follow the format outlined below:

ITEM	PAGE LIMIT - MAXIMUM
I. Technical Proposal	
A. Introductory Letter	1
B. Firm Capabilities	4
C. Understanding of Technical Requirements – <i>Use Required Form</i>	(Attachment D)
D. Project Work Plan	15
E. Key Staff Experience	5
F. References – <i>Use Required Form</i>	(Attachment E)
G. Appendix	5
II. Cost Proposal (sealed)	
A. Costs – <i>Use Required Form</i>	(Attachment F)
TOTAL **	30 pages

Proposals exceeding the above format guidelines will be rejected as non-responsive. CDOT STRONGLY SUGGESTS PROPOSERS NUMBER THEIR PAGES ACCORDINGLY AND USE DIVIDERS TO SEPARATE SECTIONS.

** Total page count will not include: Required CDOT Forms OR Dividers, Covers and Table of Contents.

2.2 Technical Proposal Format

Proposal sections should be tabbed, clearly identifiable, and in conformance with the following format:

A. Introductory Letter:

The Introductory letter shall consist of no more than one (1), single-sided page, addressed to:

Ms. Alexis Holdman, Purchasing Agent
Colorado Department of Transportation
Center for Procurement Services
4201 East Arkansas Avenue, Room 150
Denver, CO 80222

At a MINIMUM, the Introductory Letter shall contain the following:

- Certification that the information and data submitted is true and complete to the best knowledge of the individual signing the letter; and
- Name, telephone and e-mail address of a contact person representing the proposer regarding the proposal; and
- Signature by an authorized principal or partner of the proposer. If the proposer is a joint venture or partnership, the execution of the proposal shall be in accordance with RFP Section 1.29.2; and
- Summary of key and important features including unique approaches and qualifications; and
- Proposer acknowledgement that the submitted proposal meets all terms and conditions of the RFP; and
- Proposer acknowledgement of any/all amendments to the RFP.

B. Firm Capabilities:

This subsection of the proposal shall include:

- A general overview of the proposer's company/firm including number of years in business, corporate headquarters location, location of other offices, location from which this project shall be managed, number of projects involving the implementation of GIS Based Fiber Optic Management Solution and other comparable projects involving similar requirements to those detailed in Section 4 of this RFP. A list of public sector entities where the identified GIS Based Fiber Optic Management Solution is currently in place and operational, shall be included
- CDOT anticipates the successful proposer to work on the project. CDOT will not allow for third party distributors/resellers to implement the project.
- A description of proposers project management team capabilities and the number of personnel assigned to the areas of Project Management, Technical Support and Administration.

Proposers are reminded to limit this Section to four (4) pages, separated by divider.

C. Understanding of the Technical Requirements:

This subsection of the proposal shall include a complete description of how the proposed GIS Based Fiber Optic Management Solution will meet or exceed the requirements discussed in Section 4 of the RFP. The technical requirements in the RFP are categorized either as mandatory or desirable. It is anticipated the successful proposer shall fulfill all the mandatory requirements listed in the RFP. In addition, it is anticipated that the successful proposer may be able to fulfill desirable requirements listed in the RFP.

The requirements are also identified in Attachment D, and proposers are required to use attachment D in demonstrating how they intend to meet or exceed the requirements. Proposers must indicate for each requirement, whether, and how, they meet or exceed each requirement. The proposed product and services must meet the requirements identified in this RFP. Failure to meet these requirements or to propose an alternate equivalent solution will constitute grounds for CDOT to reject a proposal as non-responsive. One-word responses to requirements are strongly discouraged. CDOT will develop the System Acceptance Test plan based on the functional requirements described in Section 4. Therefore, it is critical that the proposer fully demonstrate their understanding of the technical requirements to ensure that proposed solution will successfully meet the requirements.

D. Project Implementation Work Plan:

This subsection of the proposal shall include an implementation Work Plan that presents an overall approach to the project and comprehensively describes how the project will be implemented. CDOT understands that the proposed solution will need to be configured to CDOT needs. However, there will be no software code customizations.

The Work Plan must detail all the tasks, subtasks, milestones, and deliverables. The Work Plan must show the following:

- The anticipated performance sequence of these items.
- Coordination activities between the proposer and CDOT to ensure that the activities are performed in an effective and efficient manner.
- Proposed project time schedule, identifying the tasks, subtasks, milestones, and deliverables.
- Clear identification of proposer's assumptions
- Clear identification of proposer's and CDOT responsibilities

CDOT will determine a project payment schedule based on project deliverables identified in the successful proposer's work plan. Failure to meet the identified deliverables within the project schedule will result in non-payment by CDOT. If for some reason, the successful proposer cannot meet the project timeline, budget and/or deliverables, CDOT has the right to seek punitive damages from the successful proposer.

The following deliverables must be clearly identified in the workplan.

- Meeting minutes after each meeting with CDOT.
- Revised and tested data model approved by CDOT.
- Prototype review, approved by CDOT.

- Training per requirements defined in section 2.3.
- 5 user manuals.

Please note that CDOT expects the successful proposer to conduct project meetings in person. WebEx or conference calls will not be allowed to conduct meetings with CDOT staff.

As mentioned earlier, CDOT will develop the System Acceptance Test plan based on the functional requirements described in Section 4. CDOT does not anticipate any modifications to The System Test and Acceptance as it is based on CDOT requirements. It is, however, expected that CDOT and the successful proposer will jointly conduct such System Acceptance Test, with the successful proposer being responsible for successfully fixing any/all issues identified during testing. CDOT alone will determine if the System Acceptance Test is complete and successful.

The initial date of work commencement should be specified as the date on which the State's (CDOT) written Notice to Proceed (NTP) is issued setting forth the Work to be performed. Since this date is not yet specified, the schedule should be in terms of days, weeks, and/or months towards accomplishment of a specific milestone. All tasks and/or subtasks must be identified by the proposer.

Proposers are reminded to limit this Section to fifteen (15) pages, separated by divider.

E. Key Staff Experience:

NOTE: For purposes of this RFP solicitation, Key Staff shall be defined as those staff the proposer anticipates will actually work on this CDOT project if selected for award.

This subsection of the proposal shall include:

A listing of key staff experienced in the development – within the last 3 years - of GIS Based Fiber Optic Management Solutions of comparable ultimate size as the system sought by the CDOT ITS Branch, and of similar requirements to that identified in this RFP. Proposal shall include a description of the experience and qualifications of all key staff pertaining to project management, and technical expertise. Documentation must include name(s), and year(s) of experience with the proposed system. Identification by name, background, and experience of key personnel (and back-up personnel), anticipated to be assigned to this project, must be included, as well as confirmation of their immediate availability for this project upon award. Resumes of key project staff may be included as an Appendix to the proposal. Resumes will not be counted against the page limitation.

Proposers are reminded to limit this Section to five (5) pages, separated by divider.

F. References:

The information requested in this subsection must be provided using the reference form found in Attachment D of this RFP. At least three completed forms for requested information/references must be for GIS Based Fiber Optic Management Solution implementations where the proposed GIS Based Fiber Optic Management Solution have been completed, implemented and are operational.

G. Appendix:

This section shall consist of “additional information” and may include resumes of the key staff, and/or any other relevant information proposer determines useful in evaluating the proposed system.

Proposers are reminded to limit this Section to five (5) pages excluding resumes, separated by a divider.

2.3 Cost Proposal Format

The submitted proposal must include a separate Cost Proposal. The Cost Proposal must be provided using the Price Sheet found in Attachment F of this RFP and must be provided in a SEPARATE sealed envelope, with the words “SEALED COST PROPOSAL – HAA 02-09/AH” clearly written on the envelope. The original and each of the 5 copies must be separately sealed (6) different envelopes). The successful proposer should include assumptions with the cost proposal. The proposer should clearly show the break down of costs for each of the areas identified in the proposal.

The cost proposal is broken down into the following areas

- **Hardware Costs** – CDOT does not anticipate any costs associated with purchase of servers, computers, etc. The proposed software solution will run on existing CDOT equipment. However, this has been included for response in the event the proposer has an alternate solution and chooses to include it in the cost proposal.
- **Software Costs** – These are the costs to purchase the proposed software solution. At this time, one (1) editing floating license for CDOT is necessary. The CDOT ITS Branch anticipates having 2 staff members share this license, as doing so will allow assigned staff to document the existing fiber and conduit network and make any further changes. In addition, CDOT desires three (3) viewing floating licenses so as to allow any assigned staff the ability to view the fiber and conduit infrastructure. CDOT does not anticipate any other software costs since it already has licenses for Oracle, ArcGIS and ArcSchematics.
- **Training Costs** – Based on the information included in this paragraph, proposers shall include any/all training costs. CDOT anticipates conducting training in two-phases: Phase 1 will occur prior to CDOT acceptance of the System, with the proposer providing a minimum of 5 working days training to 5 CDOT assigned staff. The successful proposer staff will need to be on-site at a CDOT facility to conduct this training. CDOT will provide the training computers and overhead projector, while the successful proposer will be responsible for preparing training material, training software and user manuals. CDOT expects the proposer to provide hands-on training on how to use the system, including but not limited to exploration of software functionality, best practices, data flow, editing techniques, stored displays, importing pdf or other graphical files as favorites, creating templates, etc. The successful proposer staff shall focus *at least* 3 of the 5 days on inputting existing fiber infrastructure information into the system. Phase 2 training will occur within 6 months of System Acceptance so as to allow CDOT staff to use and become more familiar with the system. During this Phase 2, the successful proposer must provide 2-days of hands-on training to CDOT assigned staff with the training geared towards higher system proficiency by CDOT staff.
- **Annual Maintenance Costs** – CDOT expects the system software to be warranted by the proposer for one (1)-full year after System Acceptance. Following the initial year, CDOT will enter into annual maintenance agreements with the successful proposer and as such, proposers are required to include the annual maintenance costs by year for a period of three (3) years after system acceptance as part of their cost submittal. In

addition, the proposer must clearly indicate what is, and is not, included in the annual maintenance costs. CDOT desires annual maintenance agreements to cover:

- Unlimited technical support via phone and/or email
 - Any software upgrades including service packs or patches to the proposed solution
 - Resolution, within 2 working-days, of any major issues identified by CDOT
 - Resolution, within 7-10 working days, of any non-major issues identified by CDOT
- **Configuration & Deployment Costs** - These costs are defined as those incurred in configuring the proposed software solution to meet CDOT's needs. CDOT recognizes that it is harder to estimate these costs without having more detailed knowledge of CDOT's needs. However, after the mandatory pre-proposal conference and responses to proposers questions, CDOT anticipates that there will be sufficient information to develop a cost proposal for the estimated configuration and deployment costs of the project. As part of the cost proposal, the proposers are required to list the assumptions they used in developing the cost proposal.

Following proposer selection, CDOT will have the successful proposer develop a detailed Scope of Work and associated fee (based on the proposers staff hourly rates) to configure and implement the accepted solution.

- **Other Direct Costs** – These costs are incurred by the successful proposer during the duration of the project and it could include mileage, copying, travel, lodging and meals. CDOT understands it is harder to estimate these costs without having a detailed scope of work. However, the proposer is expected to identify the unit costs for any possible direct costs.

Please note: As most of the existing documentation is in hard copy format, CDOT does not anticipate any data conversion. **In addition, CDOT does not expect the successful proposer to provide services towards documentation of the existing network.**

2.4 Signature Requirements

As previously discussed in Section 1 of this RFP solicitation, proposals must be signed by a duly authorized official(s) of the firm. Consortiums, joint ventures, or teams submitting offers, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor (primary) or one legal entity which shall not be a subsidiary or affiliate with limited resources. Each submittal must indicate the primary entity responsible for execution on behalf of the team.

2.5 Submission Information

The Proposer shall acknowledge all amendments to the RFP in their cover letter. Failure to acknowledge all amendments as instructed in each/all such addenda may cause rejection of the entire proposal as non-responsive. CDOT must receive one (1) original and five (5) copies of the proposal no later than the time and date set forth in Section 1.3. All materials submitted shall become the property of CDOT and will not be returned unless the RFP solicitation is cancelled prior to the submittal due date, in which case such proposals will be returned unopened, or opened for identification purposes only.

SECTION 3

EVALUATION CRITERIA

3.0 Award of Bid

This section will outline the specific evaluation criteria to be used by the evaluation committee in the review, scoring and ranking of all proposals submitted in response to this RFP solicitation.

Following independent review of each of the submitted proposals and group discussion of both the technical and cost portions of each proposal, the committee *will* hold oral interviews and software demonstrations. The committee will conclude by recommending the highest-ranked (highest-scoring) proposer to enter into contract discussions with the State.

Upon review and approval of the evaluation committee's recommendation for award, the CDOT Procurement Office will issue a "Notice of Intent to Make an Award" letter to the apparent successful proposer(s).

3.1 Evaluation Process

3.1.1 An evaluation committee will independently evaluate the merit of proposals received in accordance with the evaluation factors defined in the RFP. The recommendations of this committee will be forwarded to the CDOT Procurement office for review and approval.

3.1.2 Failure of the proposer to provide any information requested in the RFP may result in disqualification of the proposal as non-responsive. It is the responsibility of the proposer to provide all information required by this RFP.

3.1.3 The sole objective of the evaluation committee will be to recommend the proposal most responsive to the State of Colorado's needs while within the available resources. The specifications detailed in this RFP represent the minimum performance necessary for such response.

3.1.4 The top ranked proposal (highest score) will be recommended for award.

3.1.5 Proposal Scoring:

The sole objective of the evaluation committee will be to score the proposals and recommend that proposer whose response is the top-ranked proposal (highest score) to the State of Colorado, taking into consideration the price and all evaluation factors set forth herein and as defined in Section 24-103-203(7) CRS. Following independent review and committee discussion, the successful proposer will be the one accumulating the highest number of points (of a maximum 200) at the conclusion of the final stage of the selection process and who is successful in reaching agreement as to final contract terms and conditions stemming from this RFP solicitation.

3.1.6 Technical Evaluation:

The technical evaluation will account for 100 points of the total score. Following independent review and discussion, those proposals receiving the highest scores will continue on to the cost proposal evaluation stage.

3.1.7 Cost Evaluation:

The proposers cost proposal will account for 50 points of the total score.

3.1.8 Oral Interview and Software Demonstration:

The proposer oral interview and product demonstration will account for 50 points of the total score.

3.2 **Technical Evaluation Criteria**

The complete proposal package will include, *but not be limited to*, evaluation using the factors listed below. These factors are designed to incorporate specific evaluation of the items described in Section 4 and requested in Section 2 of this RFP.

During the technical evaluation phase of the RFP process, the evaluation committee will independently review each proposal, assigning each a total maximum score within each category as determined through the proposers response to the criteria detailed in the following sections. The technical evaluation of each proposal will be scored solely based upon a comparison of the information submitted by each proposer (as requested in Section 2) against the evaluation criteria outlined below. Proposals are not evaluated in comparison to one another.

3.2.1 *Firm Capabilities*

The evaluation criteria of the project team organization and firm capabilities will include but not be limited to examination of the following:

- Number of years in the business of fiber optics implementation and overall business area of expertise.
- Ability to respond to on-site CDOT meetings with 24 hour notice.
- Perceived ability of firm to allocate adequate personnel resources to the project.
- Number of GIS Based Fiber Optic Management Solution projects successfully completed on schedule and within budget. Include any and all major challenges that were encountered on the implementation and how they were resolved.
- If applicable, the number of GIS Based Fiber Optic Management Solution that were not successfully implemented and why.

3.2.2 *Understanding of the Technical Requirements*

The criteria for evaluating the proposers understanding of technical requirements will include but not be limited to whether the proposed GIS Based Fiber Optic Management Solution meets or exceeds the mandatory and desirable requirements identified in Section 4 of this RFP.

3.2.3 *Project Implementation Work Plan*

The evaluation criteria for the proposed Work Plan will include but not be limited to the following:

- Proposer's perceived ability to clearly identify and articulate the approach to the project, including tasks, subtasks and milestones including critical path activities, and to describe how the activities will be managed, sequenced, and coordinated with CDOT Project Manager.
- Proposer's perceived ability to meet the defined project schedule.

3.2.4 Key Staff Experience

The evaluation criteria for key staff experience will include but not be limited to the following:

- Experience of key staff in implementation of GIS Based Fiber Optic Management Solution.
- Experience of the project manager and key staff in implementing projects with the proposed GIS Based Fiber Optic Management Solution that are of comparable ultimate size, as that sought by CDOT, and of similar requirements to those identified in this RFP.
- Qualifications of key staff pertaining to GIS Based Fiber Optic Management Solution.

3.2.5 References

As part of the evaluation process, the evaluation committee will contact those references provided by the proposer using the form provided in Attachment D, as part of the evaluation process. The evaluation criteria for the references will include but not be limited to the following:

- Systems seeming ability to perform the requirements identified in Section 4.
- Customer satisfaction pertaining to ITS GIS Based Fiber Optic Management Solution, technical work performance and ability to work.
- Recommendation from the identified reference(s).

3.3 Cost Evaluation Criteria

Following independent review, evaluation, discussion and scoring of the technical portion of all proposals, the evaluation committee will open *only* the cost proposals of the three (3) highest ranked (scored) technical proposals. Each evaluation committee member will independently evaluate and score the three (3) cost evaluations, followed by group discussion.

3.3.1 Cost

The evaluation committee will take into consideration the price sheet and Attachment F of the three (3) highest ranked proposals. The cost evaluation will serve to determine best value to CDOT within the budget allocated for this project.

3.4 Oral Interview and Software Demonstration Criteria

3.4.1 Product Demonstration

The evaluation committee will take into consideration how the product performs during demonstration and its ability to meet the requirements identified in Demo format. As stated in Section 1.6 of this RFP, the format for oral interviews and software demonstrations will be provided as part of a formal letter of invitation to those ranked as the top three firms.

SECTION 4

SCOPE OF WORK

4.1 Background

For the last 15 years, CDOT has been installing fiber optic cable through various projects to primarily support its Intelligent Transportation (ITS) System infrastructure such as traffic cameras, radars, microwaves, electronic message signs, etc. Today, CDOT has over 450 miles of fiber infrastructure throughout Colorado, most of which are underground. There are also some overhead fiber installations, and CDOT estimates this fiber infrastructure will increase about 5 to 10 percent each year. Features unique to the CDOT fiber infrastructure:

- The majority of the fiber infrastructure is owned by CDOT ITS Branch, however, other CDOT entities also have fiber infrastructure - such as the six CDOT Regions and the two major tunnels facilities. In some instances, the CDOT ITS Branch *shares* conduit and/or fiber with these internal CDOT entities.
- CDOT also has numerous public and private partners with whom it has agreements to share conduit and/or fiber.

As-built plan sets do exist for most of the CDOT ITS fiber infrastructure. However, CDOT does not have a fiber management tool illustrating *how* the existing fiber infrastructure is being used, or a tool showing the conduit and its usage. CDOT does not expect the successful proposer to input the as-built information into the implemented software system, but rather expects the successful proposer to provide CDOT staff with the training necessary to input the information into the selected software system.

Attachment G provides examples of existing documentation of the CDOT fiber network. This is being provided mainly for reference to the proposers.

4.2 General Characteristics of the Desired GIS Based Fiber Optic Management Solution

The ideal Fiber Management Solution shall:

- Provide the ability to show the current and future fiber infrastructure network, including conduit, pull boxes, vaults, patch panels, manholes, etc.
- Provide the ability to assign multiple owners to fiber and conduit infrastructure.
- Function as an extension of, and compatible with, existing CDOT ESRI GIS 9.2 platform and future versions.
- Function compatibly using the existing CDOT licensed Oracle Version 10.1.0.4 and future versions.
- Be compatibly integrated and implemented within the current CDOT enterprise environment,
- Provide the ability to show end-to-end connectivity of fiber infrastructure network. This includes fiber backbone, laterals to the backbone and connections to the end equipment.
- Provide the ability to include the fiber infrastructure network of CDOT partner agencies (both internal and external agencies).

4.3 Functional Requirements of the Desired GIS Based Fiber Optic Management Solution

The following section identifies functional requirements for the selected Fiber Management Solution. It is anticipated the successful proposer shall fulfill all the mandatory requirements listed herein. In

addition CDOT has identified desirable requirements that a successful proposer may be able to fulfill. CDOT defines mandatory and desirable requirements as listed below:

- Mandatory requirements – The proposal is expected to meet all of these requirements or it may lead to disqualification of the proposal.
- Desirable requirements – If the proposal does not meet one or more of these requirements it will not lead to disqualification of the proposal.

The system shall be an existing product of the proposer, containing all specified functionality described within Section 4.3, without any software code customizations. The system shall also be configurable based on CDOT needs as specified in this RFP with the successful proposer expected to complete the necessary configurations.

CDOT defines customization versus configuration as listed below:

- Customization – Anything that requires changes to the software code in the proposer's existing product.

Example: Adding software code to meet a mandatory or desired requirement of this RFP is defined as customization.

- Configuration – Anything that does not require software code changes in the existing product to meet the mandatory or desirable requirements of this RFP, such as data display, system settings, report formats, filters, adding additional attributes fields, etc.

Example: Changing the format of a report output.

Both the mandatory and desirable functional requirements are shown in following areas:

- **System Requirements**
- **Database Model Requirements**
- **Tracing Requirements**
- **Reporting Requirements**

4.3.1 System Requirements

Mandatory Requirements

4.3.1.1 The system shall be an existing product of the proposer, containing all specified functionality described within this Section 4.3, without any software code customizations.

4.3.1.2 The system shall use a multi user/editor enterprise environment for accessing and editing user defined tabular and pictorial data using client/server architecture.

4.3.1.3 The system shall be fully compatible and operational with the most current CDOT licensed Oracle database. CDOT currently uses Oracle 10.1.0.4. CDOT does not anticipate purchase of new licenses to implement the Fiber Management Solution.

- 4.3.1.4 The system shall work as an extension of ArcGIS 9 Platform and utilize CDOT licensed ArcGIS version 9.2 or most current. CDOT does not anticipate purchase of ArcGIS license through the successful Proposer.
- 4.3.1.5 The system shall provide easy user configuration through open and flexible GUI tools giving the user the ability to make configuration changes such as adding drop down menus, Microsoft windows look and feel, etc.
- 4.3.1.6 The system shall be configurable based on CDOT needs as specified in this RFP with the successful proposer expected to complete the necessary configurations.
- 4.3.1.7 The system shall be capable of creating stored displays through a combination of proposed solution symbol sets or standard ESRI symbol sets. CDOT does anticipate custom symbols that need to be created for some of its specific needs including but not limited to Closed Circuit Television (CCTV), Dynamic Message Sign (DMS), Travel Time Indicators, and Weather Stations. The graphic design of such symbols shall be coordinated with CDOT Project Manager (Also see section 4.3.2.23).

Desirable Requirements

- 4.3.1.8 The system shall provide the ability to create samples or templates for fiber cable, conduit, pull boxes, patch panels, manholes, etc., through drop down menus.

4.3.2 Database Model Requirements

Mandatory Requirements

- 4.3.2.1 The system shall have an open and flexible database model to adapt to new feature classes and fields as needed.
- 4.3.2.2 The system shall allow the CDOT administrator to add, modify, and delete the list of “Users” in the system to reflect current and past users.
- 4.3.2.3 The system shall be capable of versioning user edits and be able to store the last two versions of previous edits. The system shall also keep track of the last user and the date edits were saved to an individual feature or record.
- 4.3.2.4 The system shall provide the ability to track the following attributes for fiber optic cable such as: highway route number, fiber count, overhead or underground location, cable name, cable manufacturer, cable type, cable length, glass length, foot stamps, cable diameter, cable owner, maintenance responsibility, date installed, contractor installed by, CDOT’s alpha-numeric project identification, reel identifier, restoration priority, designer field notes, and any other additional attributes as determined by CDOT. It is anticipated that the system will have ability to configure up to 48 fiber optic cable attributes. The system should also provide the User with the ability to name, edit, or delete such attributes. It is CDOT’s expectation that the selected system will be configured to include the identified attributes before system acceptance by CDOT.

- 4.3.2.5 The system shall have the capability of allowing the User to configure any combination of buffer tubes and fibers in a fiber optic cable. This should allow for unique construction types and buffer tube/fiber color combinations.
- 4.3.2.6 The system shall have the ability to add fiber optic cables to the existing fiber network including the ability to add related buffer tube and fiber information in the same editing operation.
- 4.3.2.7 The system shall provide the ability to track the following attributes of each fiber strand attributes such as: Owner, fiber number, fiber color, fiber mode type, current status (lit, dark, defective or reserved), glass type, glass grade, restoration priority, and support any other additional attributes as determined by CDOT. It is anticipated that the system will have ability to configure up to 24 attributes for each fiber strand. The system should also provide the User with the ability to name, edit, or delete such attributes. It is CDOT's expectation that the selected system will be configured to include the identified attributes before system acceptance by CDOT.
- 4.3.2.8 The system shall have the ability to configure any combination of conduit and innerducts.
- 4.3.2.9 The system shall have the ability to add conduit to the existing conduit network including the ability to add any/all of the related conduit information in the same editing operation.
- 4.3.2.10 The system shall provide the ability to track the following splice enclosure attributes such as: highway route number, splice enclosure type, owner, maintenance responsibility, manufacturer, model number, splice tray contents, contractor installed by, date of installation, and support any other additional attributes as determined by CDOT. It is anticipated that the system will have ability to configure up to 24 attributes for each splice enclosure. The system should also provide the User with the ability to name, edit, or delete such attributes. It is CDOT's expectation that the selected system will be configured to include the identified attributes before system acceptance by CDOT.
- 4.3.2.11 The system shall have the ability to provide a graphical depiction of spliced fibers in multiple fiber optic cables.
- 4.3.2.12 The system shall have the ability to store the attenuation measurements for each splice at the 1310 nanometer and 1550 nanometer wavelengths at each splice location.
- 4.3.2.13 The system shall provide the ability to track the type of splice (fusion or mechanical) being made between each fiber.
- 4.3.2.14 The system shall provide the ability to add a splice at any point in an existing documented fiber optic cable and show the proposed splice and lateral cable of the new cable while preserving the current connectivity information of the existing fibers.

- 4.3.2.15 The system shall provide the ability to track the following patch panel location attributes: highway route number, location name, location owner, maintenance responsibility, rack number, patch panel name, patch panel model number, patch panel card model number, and support any other additional attributes as determined by CDOT. It is anticipated that the system will have ability to configure up to 24 attributes for each patch panel. The system should also provide the User with the ability to name, edit, or delete such attributes. It is CDOT's expectation that the selected system will be configured to include the identified attributes before system acceptance by CDOT.
- 4.3.2.16 The system shall provide the ability to depict a graphical representation to show all patch panels, end equipment, and their associated network mile-point location.
- 4.3.2.17 The system shall provide the ability to model patch panels down to the port level including the ability to model cross-connected ports.
- 4.3.2.18 The system shall provide the ability to track the following attributes of ports for patch panels: port number/name, port type, pigtail fiber color, and support any other additional attributes as determined by CDOT. It is anticipated that the system will have ability to configure up to 24 attributes for each port on patch panel. The system should also provide the User with the ability to name, edit, or delete such attributes. It is CDOT's expectation that the selected system will be configured to include the identified attributes before system acceptance by CDOT.
- 4.3.2.19 The system shall provide the ability to track at a minimum the following slack loop attributes: length, storage type, foot stamp in, foot stamp out and location description. It shall support any other additional attributes as determined by CDOT. It is anticipated that the system will have ability to configure up to 24 attributes for each slack loop. The system should also provide the User with the ability to name, edit, or delete such attributes. It is CDOT's expectation that the selected system will be configured to include the identified attributes before system acceptance by CDOT.
- 4.3.2.20 The system shall provide the ability to track the following attributes for end equipment: highway route number, equipment owner, maintenance responsibility, equipment name, equipment type, manufacturer, model, location description, and support any other additional attributes as determined by CDOT. It is anticipated that the system will have ability to configure up to 24 attributes for each end equipment. The system should also provide the User with the ability to name, edit, or delete such attributes. It is CDOT's expectation that the selected system will be configured to include the identified attributes before system acceptance by CDOT.
- 4.3.2.21 The system shall provide the ability to track the following attributes for end equipment ports: lateral fiber strand color, data flow direction (Tx/Rx), port number/name, port type, and support any other additional attributes as determined by CDOT. It is anticipated that the system will have ability to configure up to 24 attributes for each end equipment port. The system should also provide the User with the ability to name, edit, or delete such attributes. It is CDOT's expectation that the selected system will be configured to include the identified attributes before system acceptance by CDOT.

- 4.3.2.22 The system shall provide the ability to track the following fiber circuit attributes: circuit name, circuit length, attenuation in the 1310 nanometer wavelength, attenuation in the 1550 nanometer wavelength, power meter attenuation in the 1310 nanometer wavelength, power meter attenuation in the 1550 nanometer wavelength, and support any other additional attributes as determined by CDOT. It is anticipated that the system will have ability to configure up to 24 attributes for each circuit. The system should also provide the User with the ability to name, edit, or delete such attributes. It is CDOT's expectation that the selected system will be configured to include the identified attributes before system acceptance by CDOT.
- 4.3.2.23 The system shall provide the ability to graphically depict the fiber optic network features such as poles, manholes, pull boxes, vaults and end equipment (e.g., CCTV, VMS, etc) stored in the ArcGIS.
- 4.3.2.24 The system shall provide the ability to track the following conduit attributes: highway route number, size, owner, depth, number of conduits, maintenance responsibility, type of conduit, and support any other additional attributes as determined by CDOT. It is anticipated that the system will have ability to configure up to 24 attributes for conduit. The system should also provide the User with the ability to name, edit, or delete such attributes. It is CDOT's expectation that the selected system will be configured to include the identified attributes before system acceptance by CDOT.
- 4.3.2.25 The system shall allow hyperlink to relevant documents such as As-built plans, pictures, etc. CDOT anticipates the documents will not be stored as part of the acquired system. Such documents shall include a variety of formats - JPEG images, PDF's, and MS Word. They may also include other common graphical formats such as tiff, gif, bmp, etc.

Desirable Requirements

- 4.3.2.26 The system may have the capability to automatically label cable names on the base map drawing.
- 4.3.2.27 The system may provide the user with the capability of reserving fibers for future uses, and depicting them in a color coded format.

4.3.3 Tracing Requirements

Mandatory Requirements

- 4.3.3.1 The system shall have the ability to trace a circuit or fiber path, from one end port to another in the system.
- 4.3.3.2 The system shall have the ability to store a circuit as a named path and to quickly access all of its components, such as equipment ports, fibers, splices, and patch panel ports.
- 4.3.3.3 The system shall have the ability to use the OTDR readings to determine the accurate location of an outage. The trace shall use the distance and particular port as input

parameters and shall be used to reference the approximate outage location based on previously documented information for that circuit.

- 4.3.3.4 The system shall have the ability to determine paths where fibers are currently available between two points in the network, and this trace shall have the ability to determine the availability of both single mode and multimode fibers.
- 4.3.3.5 The system shall have the ability to differentiate fiber optic cables as overhead or underground, indoor or outdoor.

4.3.4 Reporting

The system shall have the ability to create the following types of reports:

Mandatory Requirements

- 4.3.4.1 A graphical report illustrating the layout and connectivity of any patch panel.
- 4.3.4.2 A report of all of the elements (equipment ports, fibers, splices and patch panel ports) in a circuit (fiber path trace).
- 4.3.4.3 A report that calculates the total glass length for selected fiber optic cables in the system.
- 4.3.4.4 Schematic diagrams of the splices at splice locations, such diagrams may be generated on demand from connectivity data stored in the database.
- 4.3.4.5 Schematic diagram of any circuit and all of its components (equipment ports, fibers, splices and patch panel ports) may be generated on demand from connectivity data stored in the database.
- 4.3.4.6 The system shall allow CDOT to design custom reports as needed without having to change any configurations or settings.
- 4.3.4.7 The system shall at least be capable of printing reports to PDF or JPEG format.
- 4.3.4.8 The system shall provide for querying of attributes within the database without the need of interfacing with the GIS software.
- 4.3.4.9 The system shall have built-in queries that allow users to easily access information based on attributes of desired infrastructure component i.e., fiber optic cable, fiber strand, splice enclosures, patch panels, ports on patch panels, slack loop, end equipment, port on end equipment, circuit, conduit, etc
- 4.3.4.10 The system shall allow users the ability to develop user-defined queries.
- 4.3.4.11 The system shall provide for querying for using the GIS interface with drill down and hover features.

Desirable Requirements

- 4.3.4.12 The system may capable of creating tabular reports of all splices and connected fibers at any splice enclosure.
- 4.3.4.13 The system may capable of being able to print labeling information on one-page.
- 4.3.4.14 The reports generated through the system and all configurations may be exportable into XML format.

SECTION 5

TERMS OF CONTRACT

5.0 Contract

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

5.1 Contract Terms

The following standard contract terms (Sections 5.2 – 5.65) - which are outside of the Scope of Work - will be included in the contract, and are not negotiable. Contract terms within the Scope of Work *may be* discussed **only if** the proposal includes specific and express requests for modification to the terms and conditions of the RFP, including a detailed description for all such requests. If the proposal fails to raise a modification request for discussion, those non-identified portions of the Scope of Work will be considered acceptable to the proposer, and incorporated into the final contract. Submittal of exceptions does not guarantee their acceptance by the State, however, and may, in fact, result in a lower final score. The State may, in its *sole discretion*, waive the required application of any such term(s), if the State determines that is in its best interests under the circumstances to do so.

The contractor will be required to provide CDOT with a monthly progress report, delivered to the CDOT Project Manager, showing project accomplishments by task, sub task and milestone and deliverables, and include actual corresponding hourly personnel charges by task and sub task, other direct costs and anticipated progress for the upcoming month. To ensure delivery of the goods and services required under the Contract, and evaluation of all tasks and milestone achievements including deliverables, performance of the Work will be evaluated monthly by CDOT upon receipt of the deliverables and progress reports and upon project completion and receipt of the final report. The State may make payment to the successful proposer/contractor upon completion and acceptance/approval of each project milestone and deliverable. CDOT will determine a project payment schedule based on the deliverables identified in the work plan.

5.2 State Ownership Of Contract Products/Services

Proposals, upon established opening time, become the property of CDOT with the content of the successful contractor's proposal becoming part of their contractual obligations. All products/services produced in response to the contract resulting from this RFP will be the sole property of CDOT.

5.3 Data and Documentation

The contract will state that the proposer will be required to deliver all reports, studies, data, designs, drawings, maps, meeting minutes, specifications, data spreadsheets, notes, documents, and documentation and miscellaneous items purported to contribute to the completeness of the project, to the State with the understanding that all will become State property. All of the aforementioned and any other data prepared, as part of this project will be

made available to the State, upon request, and become the property of the State upon receipt. All data received per the State's request shall be made a part of the State's permanent records and files and preserved therein.

5.4 Inspection And Acceptance

The State reserves the right to inspect services provided under the contract at all reasonable times and places during the term of the contract. "Services" as used in this clause includes services performed, or written work produced, in the performance of services. If any of the services do not conform to contract requirements, the State may require the contractor to perform the services again in conformity with contract requirements with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the State may: (1) require the proposer to take necessary action to ensure that the future performance conforms to contract requirements; and (2) equitably reduce the payment due the proposer to reflect the reduced value of the services performed. These remedies in no way limit the remedies available to the State in the termination provision of the final contract, or remedies otherwise available at law.

5.5 Remedies

In addition to any other remedies provided for in the final contract, and without limiting its remedies otherwise available at law, the State may include the following remedial actions to address the possibility of the proposer substantially failing to satisfy or perform its duties and obligations – substantial failure defined as significant insufficient, incorrect, improper performance, activity, or inaction by the contractor. These remedial actions are as follows:

- Suspend contractor's performance pending necessary corrective action as specified by the State without contractor entitlement to adjustment in price/cost or schedule; and/or
- Withhold payment to contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
- Request the removal from work on the contract of employees or agents or contractor whom the State justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the contract the State deems to be contrary to the public interest or not in the best interest of the State; and/or
- Deny payment for those services or obligation, which have not been performed and which due to circumstances caused by contractor cannot be performed or if performed would be of no value to the State. Denial of the amount of payment must be reasonably related to the amount of work or performances lost to the State.
- Terminate the contract for default.

The above remedies are cumulative and the State, in its sole discretion, may exercise any or all of them individually or simultaneously.

5.6 Length Of Contract

The term of this contract shall begin on the date indicating State Controller approval, and shall extend for one (1) year from that date unless otherwise specified, earlier terminated, or extended pursuant to State fiscal rules, provided that the vendor shall remain responsible for contract obligations which necessarily continue beyond such termination date, including warranties and final audit. After system acceptance, CDOT may enter into an annual maintenance agreement for a period of three (3) years.

ATTACHMENT A

COMPLETE & SIGN TOP PORTION – INCLUDE AS PART OF RFP PROPOSAL

COLORADO DEPARTMENT OF TRANSPORTATION CONSULTANT CERTIFICATION

CDOT Form #637

Consultant firm name	
Consultant firm complete address	
Authorized representative name (print)	Title
I certify that neither I nor the above firm I represent has: - employed or retained for a commission, percentage, brokerage, gift, contingent fee or other consideration, any firm or person (other than a bonafide employee working solely for me or the above consultant) contingent upon or resulting from the award or making of this contract, or to solicit or secure this contract; - agreed as a known or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or - paid, or agreed to pay, to any firm, organization or person (other than a bonafide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; I further certify that: - any exceptions to the conditions listed above are: - wage rates and other factual unit costs supporting the compensation to be paid under this contract are accurate, complete and current. I acknowledge that this certificate is to be furnished to the Colorado Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil. I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.	
Firm representative signature	Date

CERTIFICATION OF THE COLORADO DEPARTMENT OF TRANSPORTATION

I certify that I am the duly authorized representative of the Colorado Department of Transportation and, that the above Consulting firm or its representative has not been required, directly or indirectly as a known or implied condition in connection with obtaining or carrying out this contract to: - employ or retain, or agree to employ or retain, any firm or person; or - pay, or agree to pay, any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; I further certify that: - any exception to the conditions listed above are:	
I acknowledge that this certificate is to be furnished the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.	
CDOT representative signature and title	Date

SPECIAL PROVISIONS

The Special Provisions apply to all contracts except where noted in *italics*.

1. **CONTROLLER'S APPROVAL. CRS §24-30-202 (1).** This contract shall not be deemed valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY. CRS §24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **INDEMNIFICATION.** Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.
[Applicable Only to Intergovernmental Contracts] No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.
4. **INDEPENDENT CONTRACTOR. 4 CCR 801-2.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither contractor nor any agent or employee of contractor shall be or shall be deemed to be an agent or employee of the state. Contractor shall pay when due all required employment taxes and income taxes and local head taxes on any monies paid by the state pursuant to this contract. Contractor acknowledges that contractor and its employees are not entitled to unemployment insurance benefits unless contractor or a third party provides such coverage and that the state does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the state to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the state) and unemployment compensation insurance in the amounts required by law and shall be solely responsible for its acts and those of its employees and agents.
5. **NON-DISCRIMINATION.** Contractor agrees to comply with the letter and the spirit of all applicable State and federal laws respecting discrimination and unfair employment practices.
6. **CHOICE OF LAW.** The laws of the State of Colorado, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract, to the extent that this contract is capable of execution. At all times during the performance of this contract, Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.
7. **VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to Intergovernmental Agreements]** The State Controller may withhold payment of certain debts owed to State agencies under the State's vendor offset intercept system for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et. seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts certified by the State Controller as owing to the State as a result of final agency determination or judicial action.
8. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** No State or other public funds payable under this contract shall be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies that, for the term of this contract and any extensions, Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
9. **EMPLOYEE FINANCIAL INTEREST. CRS §24-18-201 and §24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract.
10. **PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]** Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, institution of higher education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.
11. **PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States

pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

Revised May 13, 2008

ATTACHMENT C

PROVISION FOR REQUIRED INSURANCE STATE OF COLORADO

In accordance with State Controller and Attorney General policy for the State of Colorado and its agencies, the Contractor shall obtain, and maintain at all times during the term of this agreement, insurance in the following kinds and amounts:

1. Workers' Compensation Insurance in accordance with current Colorado State Statutes. Employer's Liability Insurance with limits at a minimum of \$500,000 each accident, and \$500,000 each disease.
2. Commercial General Liability at a minimum of \$1,000,000 Each Occurrence, \$1,000,000 Personal Injury, \$2,000,000 Products/Completed Operations and \$2,000,000 General Aggregate. The Policy shall be written on an Occurrence form. CDOT shall be included as an Additional Insured by the Contractor.
3. Commercial Automobile Liability shall cover all owned, non-owned, and hired vehicles with a minimum of \$1,000,000 combined single limit bodily injury and property damage. The Policy shall include CDOT as an Additional Insured.
4. Professional Liability Insurance (Errors & Omissions Insurance) at a minimum of \$1,000,000 Each Claim and \$1,000,000 Annual Aggregate.
5. Reserved.
6. Umbrella or Excess Liability Insurance with a minimum limit of \$1,000,000. The Policy shall be written on an Occurrence form and shall be following form of the primary. The Excess Liability shall include CDOT as an additional insured.
7. Valuable Papers Policy and Electronic Data Processing Insurance. Coverage amounts must be sufficient to assure the restoration of any plans, drawings, field notes, computer equipment, data systems, information storage media or other similar data related to the work covered by this contract, to include expense related to loss or destruction, until the final submission by the Contractor or Sub-contractor has been made and accepted by the State of Colorado.
8. If the Contractor requires insurance from a Sub-contractor acting independently from the Contractor on the contract, that Sub-contractor shall be required to include CDOT as an Additional Insured on their Commercial General Liability, Commercial Auto Liability, Pollution Legal Liability (if applicable) and Umbrella or Excess Liability policies.
9. All Certificates of Insurance shall state that the insurers will endeavor to provide CDOT with 30 days advance notice of Cancellation. Certificates evidencing continued coverage of any expiring policies shall be automatically forwarded to the State for the duration of the project.
10. If the Contractor or any Sub-contractor under this contract is a "Public Entity" within the meaning of the Colorado Governmental Immunity Act, CRS 24-10-101, et seq, as amended ("the Act"), the Contractor shall at all times during the term of the contract maintain such insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Public entity consultants are not required to name the State as an Additional Insured, but must provide certificates of insurance evidencing type and proof of coverage as outlined above in Number 9 of this Section.
11. The Contractor will require all insurance policies secured and maintained by the Contractor to provide that each carrier will waive all rights of recovery under subrogation against the State

of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.

12. All policies evidencing the insurance coverage's required hereunder shall be issued by insurance companies Rated "A-VIII" or better by A.M. Best.
13. The Contractor shall provide certificates showing insurance coverage required by this contract to the State within 7 business days of the effective date of the contract, but in no event later than the commencement of the services or delivery of the goods under the contract. No later than 15 days prior to the expiration date of any such coverage, the Contractor shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the State may request in writing, and the contractor shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section.

ANY AND ALL POLICY EXCLUSIONS MUST BE DISCLOSED AS PART OF INSURANCE SUBMITTAL DOCUMENTATION.

**The appropriate Purchase Order/Contract/Bid number must be referenced on the Insurance Certificate.
Send Insurance certificates to the below address:**

Alexis Holdman, Purchasing Agent
Center For Procurement Services
Colorado Department of Transportation
4201 E. Arkansas Ave., Room 150
Denver, CO 80222
FAX: 303-757-9669

ATTACHMENT D

FUNCTIONAL REQUIREMENTS

4.3.4 System Requirements

- 4.3.4.1 The system shall use a multi user/editor enterprise environment for accessing and editing user defined tabular and pictorial data using client/server architecture.

Proposer Response _____

- 4.3.4.2 The system shall be fully compatible and operational with CDOT licensed Oracle database. CDOT currently uses Oracle 10.1.0.4. CDOT does not anticipate purchase of new licenses to implement the fiber management solution.

Proposer Response _____

- 4.3.4.3 The system shall work as an extension of ArcGIS 9 Platform and utilize CDOT licensed ArcGIS version 9.2. CDOT does not anticipate purchase of ArcGIS license through the successful Proposer.

Proposer Response _____

- 4.3.4.4 The system shall provide the ability to directly correct, update and manage all spatial and attribute data in the same geospatial database environment.

Proposer Response _____

- 4.3.4.5 The system shall provide the ability to be easily configured through open and flexible configuration tools.

Proposer Response _____

- 4.3.4.6 The system shall be an existing product of the proposer, containing all specified functionality described within Section 4.3, without any software code customizations.

Proposer Response _____

- 4.3.4.7 The system shall be configurable based on CDOT needs as specified in this document. CDOT expects the successful proposer to complete the necessary configurations.

Proposer Response _____

- 4.3.4.8 The system shall provide the ability to create samples or templates for fiber cable, conduit, pull boxes, patch panels, manholes, etc.

Proposer Response _____

- 4.3.4.9 The system shall be capable of creating stored displays through a combination of proposed solution symbol set or standard ESRI symbol sets. However, CDOT anticipates that custom symbols will need to be created

for some of its specific needs including but not limited to Closed Circuit Television (CCTV), Dynamic Message Sign (DMS), Travel Time Indicators, and Weather Stations. The graphic design of such symbols shall be coordinated with CDOT Project Manager (Also see section 4.3.2.25)

Proposer Response _____

4.3.5 Database Model Requirements

4.3.5.1 The system shall have a database model that is open and flexible to adapt to new feature classes and fields as **needed.**

Proposer Response _____

4.3.5.2 The system shall allow the CDOT administrator to add, modify and delete the list of “users” in the system to reflect the current and past users.

Proposer Response _____

4.3.5.3 The system shall be capable of versioning user edits and able to store the last two versions of previous edits. The system shall also keep track of the last user and date edits were saved to an individual feature or record.

Proposer Response _____

4.3.5.4 The system shall provide the ability to track at a minimum the following fiber optic cable attributes: highway route number, fiber count, overhead or underground, cable name, cable manufacturer, cable type, cable length, glass length, foot stamps, cable diameter, cable owner, maintenance responsibility, date installed, contractor installed by, CDOT’s alpha-numeric project identification,, reel identifier, and **restoration priority. It shall support any other additional attributes as determined by CDOT.**

Proposer Response _____

4.3.5.5 The system shall have the capability to allow the user to configure any combination of buffer tubes and fibers in a fiber optic cable. This should allow for unique construction types and buffer tube/fiber color combinations.

Proposer Response _____

4.3.5.6 The system shall have the ability to add fiber optic cables to the network including the ability to add related buffer tube and fiber information in the same editing operation.

Proposer Response _____

4.3.5.7 The system shall have the capability to automatically label cable names on the base map drawing.

Proposer Response _____

4.3.5.8 The system shall provide the user the capability to reserve fibers for future uses. This shall be depicted in a color coded format.

Proposer Response _____

4.3.5.9 The system shall provide the ability to track at a minimum the following attributes of each fiber strand such as: Owner, fiber number, fiber color, fiber mode type, current status (lit, dark, defective or reserved), glass type, glass grade and restoration priority. It shall support any other additional attributes as determined by CDOT.

Proposer Response _____

4.3.5.10 The system shall have the ability to configure any combination of conduit and innerducts.

Proposer Response _____

4.3.5.11 The system shall have the ability to add conduit to the network including the ability to add and all of the related conduit information in the same editing operation.

Proposer Response _____

4.3.5.12 The system shall provide the ability to track at a minimum the following splice enclosure attributes: highway route number, splice enclosure type, owner, maintenance responsibility, manufacturer, model number, splice tray contents, contractor installed by and date of installation. It shall support any other additional attributes as determined by CDOT.

Proposer Response _____

4.3.5.13 The system shall have the ability to provide a graphical depiction of spliced fibers in multiple fiber optic cables.

Proposer Response _____

4.3.5.14 The system shall have the ability to store the attenuation measures for splices in the 1310 nanometer and 1550 nanometer wavelengths at each splice location.

Proposer Response _____

4.3.5.15 The system shall provide the ability to track the type of splice (fusion or mechanical) being made between each fiber.

Proposer Response _____

4.3.5.16 The system shall provide the ability to add a splice at any point in an existing documented fiber optic cable and show the proposed splice and lateral cable of the new cable while preserving the current connectivity information of the existing fibers.

Proposer Response _____

4.3.5.17 The system shall provide the ability to track at a minimum the following patch panel location attributes: highway route number, location name, location owner, maintenance responsibility, rack number, patch panel name, patch panel model number and patch panel card model number. It shall support any other additional attributes as determined by CDOT.

Proposer Response _____

4.3.5.18 The system shall provide the ability to depict a graphical representation to show all patch panels and end equipment.

Proposer Response _____

4.3.5.19 The system shall provide the ability to model patch panels down to the port level including the ability to model how port can connect to any other port in the system

Proposer Response _____

4.3.5.20 The system shall provide the ability to track at a minimum the following attributes of ports for patch panels: port number/name, port type, pigtail fiber color. It shall support any other additional attributes as determined by CDOT.

Proposer Response _____

4.3.5.21 The system shall provide the ability to track at a minimum the following slack loop attributes: length, storage type, foot stamp in, foot stamp out and location description. It shall support any other additional attributes as determined by CDOT.

Proposer Response _____

4.3.5.22 The system shall provide the ability to track at a minimum the following attributes for end equipment: highway route number, equipment owner, maintenance responsibility, equipment name, equipment type, manufacturer, model and location description. It shall support any other additional attributes as determined by CDOT.

Proposer Response _____

4.3.5.23 The system shall provide the ability to track at a minimum the following attributes for end equipment ports: lateral fiber strand color, data flow direction (Tx/Rx), port number/name and port type. It shall support any other additional attributes as determined by CDOT.

Proposer Response _____

4.3.5.24 The system shall provide the ability to track at a minimum the following fiber circuit attributes: circuit name, circuit length, attenuation in the 1310 nanometer wavelength, attenuation in the 1550 nanometer wavelength, power meter attenuation in the 1310 nanometer wavelength and power meter attenuation in the 1550 nanometer wavelength. It shall support any other additional attributes as determined by CDOT.

Proposer Response _____

4.3.5.25 The system shall provide the ability to graphically depict the fiber optic network features such as poles, manholes, pull boxes, vaults and end equipment (e.g., CCTV, VMS, etc) stored in the ArcGIS.

Proposer Response _____

- 4.3.5.26 The system shall provide the ability to track at a minimum the following conduit attributes: highway route number, size, owner, depth, number of conduits, maintenance responsibility and type of conduit. It shall support any other additional attributes as determined by CDOT.

Proposer Response _____

- 4.3.5.27 The system shall provide the ability to add designer notes.

Proposer Response _____

- 4.3.5.28 The system shall allow hyperlink to relevant documents such as As-built plans, pictures, etc. It is anticipated that the documents will not be stored as part of the system.

Proposer Response _____

4.3.6 Tracing Requirements

- 4.3.6.1 The system shall have the ability to trace a circuit, or fiber path, from one end port in the system to any other end port.

Proposer Response _____

- 4.3.6.2 The system shall have the ability to store a circuit as a named path and quickly access all of its components, such as equipment ports, fibers, splices and patch panel ports.

Proposer Response _____

- 4.3.6.3 The system shall have the ability to use the OTDR readings to determine the accurate location of an outage. The trace shall use the distance and particular port as input parameters. The trace shall be used to reference the approximate outage location based on previously documented information for that circuit.

Proposer Response _____

- 4.3.6.4 The system shall have the ability to determine paths where fibers are currently available between two points in the network. This trace shall have the ability to determine the availability of both single mode and multimode fibers.

Proposer Response _____

- 4.3.6.5 The system shall have the ability to differentiate fiber optic cables as overhead or underground, indoor or outdoor as required.

Proposer Response _____

4.3.4 Reporting

The system shall have the ability to create the following types of reports:

- 4.3.4.1 A graphical and tabular report illustrating the layout and connectivity of any patch panel

Proposer Response _____

4.3.4.2 A tabular report of all of the splices and connected fibers at any splice enclosure.

Proposer Response _____

4.3.4.3 A report of all of the elements (equipment ports, fibers, splices and patch panel ports) in a circuit (fiber path trace).

Proposer Response _____

4.3.4.4 A report that calculates the total glass length for selected fiber optic cables in the system.

Proposer Response _____

4.3.6.6 Schematic diagrams of the splices at splice locations., such diagrams may be generated on demand from connectivity data stored in the database.

Proposer Response _____

4.3.6.7 Schematic diagram of any circuit and all of its components (equipment ports, fibers, splices and patch panel ports) may be generated on demand from connectivity data stored in the database.

Proposer Response _____

4.3.6.8 The system shall allow CDOT to design custom reports as deemed fit without having to change any configurations or settings.

Proposer Response _____

4.3.6.9 The system shall be capable of being able to print labeling information in one-page.

Proposer Response _____

4.3.6.10 The reports generated through the system and all configurations shall be exportable into XML format.

Proposer Response _____

4.3.6.11 The system shall be capable of printing reports to PDF or JPEG format.

Proposer Response _____

4.3.6.12 The system shall provide the ability to allow users to develop user-defined queries.

Proposer Response _____

ATTACHMENT E

REFERENCE FORM

Project Name and Location: _____

Project Description: _____

Jurisdiction/Entity: _____

Contact Name: _____ Phone: _____

Contact Title: _____ Facsimile: _____

Email: _____

Project Start Date: _____ Completion Date: _____

Schedule

Initial Contract Time: _____ Actual Time: _____

Budget

Initial Contract Amount: _____ Final Amount: _____

Was this firm the prime contractor? _____ If no, indicate the specific tasks performed and the dollar amount.

Names of key personnel involved in this project and percentage of their time devoted to the project:

ATTACHMENT F

PRICE SHEET

The proposer shall present all pricing information in this section in the manner identified in *Section 2.3 Cost Proposal*. This Price Sheet represents the Colorado Department of Transportation's official request for price quotation and MUST be completed by the proposer.

Item	Cost (In US Dollars)	Proposer Assumptions
Hardware costs		
Software costs (1 editing floating licenses & 3 viewing floating licenses)		
Training costs		
Annual maintenance agreement costs		
Configuration & Deployment costs		
Other Direct Costs- Mileage		
Other Direct Costs- Copying		
Other Direct Costs- Travel		
Other Direct Costs - Meals		
Other-		
TOTAL COST		