



RFTA Solicitation No. 13-008
INVITATION FOR BIDS

**CONSTRUCTION OF THE ASPEN AIRPORT
BUSINESS CENTER PEDESTRIAN
UNDERPASS AND BRT STATIONS**

IMPORTANT DATES:¹

Date Issued:		Monday, February 4, 2013
Pre-Bid Meeting:		<i>Via WebEx:</i> Tuesday, February 12, 2013, 10:00 AM
Deadline for Inquiries, Requests for Clarifications and/or Approved Equals:		Friday, February 15, 2013, 2:00 PM
Deadline for RFTA's Response to Inquiries, Requests for Clarifications and/or Approved Equals:		Wednesday, February 20, 5:00 PM
Bids Due:		Wednesday, February 27, 2:00 PM

RFTA Procurement Department
1340 Main Street, Carbondale, CO 81623
970-384-4886
procurement@rfta.com

¹ Time Zone = Mountain Time (Daylight Savings when applicable).

TABLE OF CONTENTS

Part 1 – Instructions to Contractors

- Notice to Bidders 1-3
- General Instructions 1-4
- Procurement Schedule 1-4
- Bid Requirements 1-15
- Standards for Award 1-19

Part 2 – Content Checklist

- Forms to be Completed & Submitted with Bid 2-1

Part 3 – Scope of Work

- Introduction
- Project Description

Part 4 – General Terms and Conditions

Exhibits (available on Sharefile)

- AABC Underpass-Stations Specifications Dated 02/01/2013
- Final Design Utility Drawings Dated 02/01/2013
- Construction Bid Plans – SH 82 Dated 01/31/2013
- Construction Bid Plans – AABC BRT Stations Dated 02/01/2013
- U.S. Department of Labor Applicable Wage Determinations Dated 02/01/2013
- Electronic Bid Tabulation Sheet Dated 02/04/2013



RFTA SOLICITATION NO. 13-008
CONSTRUCTION OF THE ASPEN AIRPORT BUSINESS CENTER
PEDESTRIAN UNDERPASS AND BUS RAPID TRANSIT (BRT) STATIONS

The Roaring Fork Transportation Authority (RFTA) is soliciting sealed bids for the construction of a pedestrian underpass under State Highway (SH) 82 and BRT stations at the Aspen Airport Business Center ("AABC") in Aspen, Colorado. The work will consist of the following:

- Cast in place concrete box culvert
- Temporary support of excavation
- Concrete trails and snowmelt systems
- Site retaining walls
- Bus Rapid Transit stations
- Station and pedestrian lighting
- Temporary Relocation of SH 82
- Signing and striping
- Site furnishings
- Site landscaping and irrigation

The project is being funded, in part, with grant funds from the Federal Transit Administration ("FTA") and the Colorado Department of Transportation ("CDOT"). As such, all work shall comply with FTA, CDOT and Federal Highway Administration (FHWA) requirements.

Bid documents and all associated plans/reports will be available by 12:00 PM (MT) on **Monday, February 4, 2013**. Please go to the following link on the ShareFile site to download the necessary documents: <https://rfta.sharefile.com/d/s9a72011bf9b46fb9>. You must create your own user ID and password to access the site. A valid email address must be input in order to receive further communications.

A Pre-Bid Conference will be held **Tuesday, February 12, 10:00 AM via WebEx**. Bidders must register by submitting a Vendor Registration Form, available at <http://www.rfta.com/rfps.html> to obtain connection details.

Sealed Bids will be due by **no later than 2:00 PM (MT) on February 27, 2013**. Bids should be submitted via upload to <https://rfta.sharefile.com/r/r18eecf0f15946809> in PDF format. Please use "**YOUR COMPANY NAME Response to IFB #13-008**" as the title of the uploaded document to clearly indicate the contents. To be considered, bids must be uploaded on or before the date and time specified. Any bid received after the time to which reference is made will be rejected. A Public Bid Opening will be held at 2:30 PM (MT).

Published in/on the following media outlets: www.rfta.com, Denver Daily Journal, Transit Talent at (http://www.transittalent.com/search_solicitations_all.cfm), Aspen Times, Glenwood Post-Independent, Vail Daily, and the Grand Junction Daily Sentinel

Disseminated to the following partner organizations: The U.S. Small Business Administration, U.S. Minority Business Development Center, CDOT Small Business Development Centers, Colorado Conference of Minority Transit Officials, Denver Council of Chambers, Colorado Contractors Association, Western Colorado Contractors Association, Procurement Technical Assistance Council, and the Small Business Technical Resource Centers

PART 1: INSTRUCTIONS TO CONTRACTORS

SECTION 1: GENERAL INSTRUCTIONS

- 1.1 **Purpose of Procurement.** The Roaring Fork Transportation Authority (“RFTA”) is soliciting sealed bids from qualified contractors for the construction of a pedestrian underpass and BRT stations at the Aspen Airport Business Center (“AABC”). Submittals must be responsive to this solicitation and criteria defined within this document and the Technical Plans and Specifications.
- 1.2 **Project Funding.** This project will be financed with a combination of grant funds from the Federal Transit Administration (“FTA”), the Colorado Department of Transportation (“CDOT”) and local matching funds. Therefore, this solicitation and the resulting Contract contain clauses and certifications required by the United States Department of Transportation (“USDOT”), as well as CDOT. The successful Bidder agrees to comply with any and all provisions and regulations required by the grant agreement between RFTA, the USDOT and CDOT. This solicitation does not commit RFTA to award a contract, or pay any cost incurred in preparation of bids, or to produce or contract for the solicited services.
- 1.3 **Procurement Schedule.**²

DATE	EVENT
February 4, 2013	Invitation for Bids (“IFB”) Released; Technical Specifications and Bid Plans available https://rfta.sharefile.com/d/s9a72011bf9b46fb9
February 12, 10:00 AM	Pre-Bid Meeting via WebEx
February 15, 5:00 PM	Written inquiries, requests for clarifications and/or approved equals must be directed to Collina Washington, RFTA Procurement Manager, at procurement@rfta.com .
February 20, 5:00 PM	RFTA's responses to written inquiries, requests for clarifications and/or approved equals posted on RFTA websites (www.rfta.com and www.rftabrt.com)
February 27, 2:00 PM	Sealed bids must be received by RFTA Procurement Department via Sharefile (https://rfta.sharefile.com/r/r18eecf0f15946809)
February 27, 2:30 PM	Public Bid Opening: 1340 Main Street, Carbondale, Colorado, 81623
*March 8, 2013	Anticipated Notice of Intent to Award
*March 29, 2013	Anticipated Notice to Proceed

*indicates that these dates are subject to change.

² Time Zone = Mountain Time (Daylight Savings when applicable).

- 1.4 **Award of Contract.** Award of a Contract resulting from this solicitation will be based upon the review of sealed bids to determine the lowest responsive and responsible bidder.

The execution of a Contract pursuant to this solicitation is dependent upon negotiation of a mutually acceptable Contract with the successful Bidder. The successful Bidder must be prepared to execute a Contract that includes all of the General Terms and Conditions attached as Part 4 of this solicitation, as may be amended by Addenda to the solicitation. RFTA has no obligation to approve requested changes to the General Terms and Conditions beyond the Inquiry Period for this solicitation and no changes (other than corrections to typographical errors) will be made to the General Terms and Conditions after award to the successful Bidder, other than in respect to typographical errors.

- 1.4.1 **Period of Performance.** Subject to the Termination provision, performance shall commence as of the date specified in the Notice to Proceed for the Contractor. Subject to any options to extend the term of the Contract, the selected Contractor will be required to perform until the Work has been accepted by RFTA.

- 1.4.2 **Disadvantaged Business Enterprises (DBE) Requirement.** RFTA has specified a DBE goal of 12% for the Work to be performed under the resulting Contract. RFTA encourages and expects Bidders to pursue subcontracting, mentoring, joint venturing, teaming and partnering opportunities with DBE firms in the ordinary course of its business/teaming strategies. Bidders are encouraged and expected to create a level playing field to the maximum practical extent, consistent with the objectives and requirements of the RFTA DBE Program, which is based on federal regulations codified at 49 CFR Part 26. Therefore, Bidders are requested to document their efforts to include DBE firms in this contracting opportunity.

Bidders shall fully complete and submit the DBE-related submittal forms specified in Part 2 of this IFB. RFTA is interested in your creative strategies and approach to include DBEs in all phases of subcontracting. RFTA is interested in the diversity of the Bidder team that demonstrates the inclusion of minorities and women in the workforce associated with the resulting contract. RFTA is an equal opportunity employer; therefore, RFTA expects Bidders to demonstrate the same meaningful level of commitment to diversity from businesses that participate in RFTA's procurement process.

The DBE participation goal applies to the total value of the contract including the results of all pre-award negotiations and post-award change orders/modifications.

- 1.4.3 **Insurance.** The selected Contractor shall procure and maintain insurance, in the amounts and types of coverage specified in Article 11 of the General Terms and Conditions attached as Part 4 of this solicitation. The required

insurance policies shall remain in full force and effect throughout the term of the Contract.

1.4.4 Performance Bonds. The selected Contractor shall be required to acquire a Performance Bond equal to 100% of the total value of the services and product of the Contract resulting from this solicitation and as required by applicable state or federal law regulating the particular field or profession. Specific requirements for the Performance Bond for the Contract resulting from this solicitation are set forth in Article 13.5 of the General Terms and Conditions attached as Part 4 of this solicitation.

1.4.5 Payment Bond. The selected Contractor shall be required to acquire a Payment Bond equal to 40% of the total value of the services and product of the Contract resulting from this solicitation and as required by applicable state or federal law regulating the particular field or profession. Specific requirements for the Payment Bond for the Contract resulting from this solicitation are set forth in Article 13.5 of the General Terms and Conditions attached as Part 4 of this solicitation.

1.4.6 Bid Bond. The selected Contractor shall be required to acquire a Bid Bond equal to 5% of the total value of the services and product of the Contract resulting from this solicitation and as required by applicable state or federal law regulating the particular field or profession. Specific requirements for the Performance and Payment Bonds for the Contract resulting from this solicitation are set forth in Article 13.5 of the General Terms and Conditions attached as Part 4 of this solicitation.

1.4.7 Prohibition on Employment of Illegal Aliens. Bidders are hereby notified that any Contract resulting from this solicitation is a "Public Contract for Services" under the State of Colorado Statute (C.R.S. § 8-17.5-101) regarding Illegal Aliens – Public Contracts for Services.

1.4.8 Competition in Subcontracting. Contractors shall select subcontractors, including suppliers, on a competitive basis to the maximum practical extent consistent with the objectives and requirements of any Contract awarded as a result of this solicitation.

1.5 **Restrictions on Communications during Solicitation, Offer & Award Period.** All official correspondence from RFTA regarding this solicitation shall be transmitted in writing (defined as being sent or received on official vendor letterhead via U.S. Mail or by electronic mail) to and from RFTA's Procurement Manager, Collina Washington. All inquiries and/or other correspondence regarding this solicitation, excluding protests, must be directed, in writing, to the Procurement Manager at either 1340 Main Street, Carbondale, Colorado, 81623 (for U.S. Mail) or procurement@rfta.com. Facsimile transmissions will not be considered official correspondence.

From the date of issuance of this solicitation through the date of contract award by RFTA, all official communications to and from RFTA will be transmitted in writing and shall only be with RFTA's Procurement Department. Oral communications regarding this solicitation shall not be considered official communications. RFTA is not responsible for any oral statements made by its employees, consultants, or other representative regarding this solicitation.

Please see Part 1, Section 1.31 below for instructions regarding the submittal of protests.

- 1.6 **Deadline for Submission of Bids.** Bids submitted in response to this solicitation must be received by RFTA, via Sharefile, no later than **2:00 p.m. (MT) on Wednesday, February 27, 2013.**

Please see Part 1, Section 1.8 below for instructions regarding the submittal of your bid.

- 1.7 **Late Bids.** Bids received after the submission deadline will not be considered and will be returned unopened to the vendor. **NO EXCEPTIONS.**
- 1.8 **Format of Bids.** One (1) signed, electronic copy of each bid must be submitted to RFTA by the submission deadline for the bid to be eligible for evaluation and consideration.

Bids may also be delivered in person. Bids delivered in person must be submitted on a readable CD or flash drive and shall contain complete, signed electronic files of all Offer Documents. The electronic files shall be presented in Adobe (.pdf) formats only.

All bids must be prepared and submitted in accordance with the bid document format and content requirements specified in Part 2 of this solicitation. Bids must be typed and in English. As a condition of bid responsiveness, all Offer Documents specified in Part 2 of this solicitation that require the signature of Bidder must be signed.

Any contract award made as a result of this solicitation shall bind the Bidder to all of the terms, conditions and specifications set forth in this solicitation.

- 1.9 **Method of Delivery/Location for Submission of Bids.** Sealed Bids submitted in response to this solicitation must be uploaded to Sharefile (<https://rfta.sharefile.com/r/r7141d20a4414489b>) by the date and time specified in Part 1, Section 1.6 above or they may be hand-delivered to the RFTA Procurement Department, c/o Collina Washington, Procurement Manager, 1340 Main Street, Carbondale, Colorado, 81623.

It is the sole responsibility of the Bidder to ensure that its bid is successfully delivered to RFTA by the specified date and time. RFTA is not responsible for late or lost deliveries by the U.S. Postal Service or private courier/delivery services and has no obligation to accept or consider such bids if they are delivered after the deadline for submission of bids specified in Part 1, Section 1.6 above. Bids submitted via facsimile/e-mail are not acceptable and will not be considered.

If hand delivering a bid, all envelopes, packages and/or boxes (including all envelopes, packages and/or boxes submitted within a larger envelope, package or box) containing bid documents must be sealed and clearly marked with the following identifier on the outside of the envelope, package or box:

Bid in Response to **RFTA Solicitation No. 13-008**
Construction of the AABC Underpass and Stations
Submission Deadline – 2:00 p.m. (MT), February 27, 2013
ATTN: Collina Washington, Procurement Manager
TO BE OPENED BY ADDRESSEE ONLY

Failure to clearly mark all envelopes, packages and/or boxes as specified may result in the bid being discovered and/or opened late. RFTA will not open or consider bids that are discovered late due to Bidder's failure to mark the bid as specified.

- 1.10 **Inquiries and/or Requests for Clarifications or Approved Equals.** Inquiries and/or Requests for Clarifications or Approved Equals regarding this solicitation must be submitted to RFTA in writing via e-mail to procurement@rfta.com by **5:00 p.m. (MT) on February 15, 2013**. Written inquiries and/or requests for clarifications or approved equals received after the submission deadline will not be responded to by RFTA. **NO EXCEPTIONS.**

Written inquiries and/or requests for clarifications or approved equals must be submitted to the attention of the RFTA Procurement Manager, in accordance with Part 1, Section 1.5 above, and must be in the form of questions. There is no prescribed format for the submission of written inquiries and/or requests for clarifications or approved equals.

RFTA staff will review and evaluate all written inquiries and/or requests for clarifications or approved equals that are received by the submission deadline and will post RFTA's responses to Sharefile and www.rfta.com by not later than **5:00 p.m. (MT) on February 20, 2013**. If applicable, an addendum to the solicitation that incorporates the changes necessitated by RFTA's responses to written inquiries and/or requests for clarifications or approved equals will be issued in accordance with Part 1, Section 1.11 below on or after **February 20, 2013**. It is the sole responsibility of the Bidder to make itself aware of RFTA's responses to written inquiries/clarifications and their impact on the solicitation.

- 1.11 **Amendments to Solicitation (Addenda)/Postponement of Bid Submission Deadline.** RFTA reserves the right to revise or amend the solicitation up to the time set for the submission of bids. Such revisions and amendments, if any, shall be announced by written addenda. If an addendum significantly changes the solicitation, the date set for the submission of bids may be postponed by such number of days as in the opinion of RFTA shall enable potential Bidders to revise their submittals. In any case, the bid submission deadline shall be at least five (5) business days after the last addendum, and the addendum shall include an announcement of the new date, if applicable, for the submission of bids.

Upon issuance, addenda will be considered part of the solicitation and will prevail over inconsistent or conflicting provisions contained in the original solicitation. Copies of all addenda will be made available on the RFTA web site at www.rfta.com. All potential Bidders that have previously downloaded a copy of the solicitation document will be notified via e-mail that an addendum is available. This process will be repeated each time an addendum is made available by RFTA.

Please note that a valid e-mail address must be input into Sharefile in order to receive further communications. RFTA will not be responsible for a potential Bidder failing to receive notification of the availability of addenda if an invalid e-mail address is provided. RFTA will only be responsible for providing notification of the availability of addenda to potential Bidders who directly request and receive copies of the original IFB document from RFTA. Please note, however, that ultimately, it is the responsibility of the Bidder to regularly check for addenda and/or updates that may be issued relative to this solicitation.

Bidders shall acknowledge receipt of all addenda by completing and submitting the Acknowledgement of Addenda, included in Part 2 of this solicitation, as part of its bid. As with other required documentation, bids that fail to reference receipt of addenda may be excluded from consideration for a contract award.

- 1.12 **Pre-Bid Meeting.** A Pre-Bid meeting will be held at **10:00 AM (MT) on Tuesday, February 12, 2013** via WebEx. Bidders must register by submitting a Vendor Registration Form, available at <http://www.rfta.com/rfps.html> to obtain connection details. RFTA will not reimburse potential Bidders for expenses incurred related to attendance at the Pre-Bid Meeting.

Small, minority and woman-owned businesses are encouraged to attend the Pre-Bid Meeting to learn about the procurement and to network with potential Prime Contractors and subcontractors.

- 1.13 **Modification of Bids.** Except at the written request of RFTA, no bid may be modified after the deadline for bid submission identified in Part I, Section 1.5 above.
- 1.14 **Conditional Bids.** Conditional bids and/or any bid taking exception to these instructions, the General Terms and Conditions, the Scope of Services or to other RFTA requirements will be considered non-responsive and shall be rejected.
- 1.15 **Withdrawal of Bids.** Bids previously submitted to RFTA may be withdrawn upon written request by the Bidder prior to the time fixed for the receipt of bids. No bid may be withdrawn for a period of 120 days after the time set herein for the receipt of bids.
- 1.16 **Single Response to Solicitation.** If only one bid is received in response to this solicitation, a detailed cost analysis of the single bid may be requested of the single Bidder. A cost analysis, evaluation, and/or audit of the bid may also be performed by RFTA in order to determine if the bid price is fair and reasonable. If RFTA determines that a cost analysis is required, the single Bidder must be prepared to provide, upon

request, detailed summaries of estimated costs (i.e., labor, equipment, supplies, overhead costs, profit, etc.) and documentation supporting all cost elements.

- 1.17 **Confidential/Proprietary Information.** All bids that are received by RFTA in response to this IFB will be considered public records subject to the Colorado Open Records Act (C.R.S. 24-72-201 to 24-72-309) and shall be fully open to public inspection following award of a contract. If a Bidder believes a portion of the information submitted in its bid constitutes a trade secret or proprietary information as provided by Colorado state law, the Bidder may request that RFTA consider keeping confidential the trade secrets or proprietary information which the Bidder believes should be legally protected from disclosure. For such information to be so considered, the Bidder must mark in boldface as "PROPRIETARY TRADE SECRET INFORMATION" the top and bottom of each page of its bid that contains such information. Notwithstanding the Bidder's claim of or designation of information as a trade secret or proprietary information, the determination whether it is or not will be determined by RFTA under Colorado state law.

1.18 **Reserved Rights.**

- 1.18.1 RFTA reserves the right to reject any and all bids or any portion of a specific bid for any reason. RFTA also reserves the right to award a single or multiple contracts as a result of this solicitation; however, issuance of this IFB and receipt of bids does not commit RFTA to award a contract or contracts.
- 1.18.2 RFTA has the sole right to select the successful bid(s) for contract award; to reject any bid as unsatisfactory or non-responsive due to non-conformance with the requirements of this IFB; to cancel the solicitation and to advertise for new bids; to award a contract or contracts to other than the Bidder submitting the lowest price bid; or not to award a contract as a result of this IFB.
- 1.18.3 RFTA reserves the right to enter into a contract with any Contractor based upon the initial bid or on the basis of the Invitation for Bids without conducting oral discussions.
- 1.18.4 RFTA reserves the right to accept any bid deemed to be in the best interest of RFTA and to waive any irregularities in any bid that does not prejudice other Bidders. RFTA further reserves the right to negotiate with any source whatsoever. A contract will be negotiated with the Bidder(s) whose bid(s) is considered by RFTA in its sole discretion to be most advantageous to RFTA.
- 1.18.5 RFTA further reserves the rights to retain all bids submitted and to use any ideas or concepts in any bid for any purpose regardless of whether that bid is selected for contract award.
- 1.18.6 Bids shall be submitted to RFTA on the most favorable of terms possible from the standpoint of cost, quality, and technical capability. No Bidder shall have

any cause of action against RFTA arising out of the methods by which bids are reviewed.

- 1.19 **Equipment.** The Contractor shall at its own expense furnish all labor, supplies, equipment and machinery necessary to provide the goods and services required by the contract.
- 1.20 **Personnel.** The Contractor represents that he/she has, or will secure at his/her own expense, all personnel required in providing the goods and services under the contract. Such personnel shall not be employees of or have any contractual relationship with RFTA. All the services required hereunder will be performed by the Contractor or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or licensed, if applicable, under state and local law to perform such services. None of the work or services covered by the contract shall be sub-contracted without prior written approval by RFTA.
- 1.21 **Knowledge of Conditions.** Each Bidder shall thoroughly examine and be familiar with the General Terms and Conditions, Scope of Services and all conditions and requirements that may in any manner affect the work to be performed under the contract. The submission of a bid shall constitute an acknowledgement that the Bidder has thoroughly examined and is familiar with the General Terms and Conditions, Scope of Services, conditions and requirements in every detail.
- 1.22 **Tax Exempt.** RFTA is exempt from payment of Federal, State and local taxes, and such taxes must not be included in the bid price. RFTA will furnish the Contractor with the necessary tax-exempt certificates.
- 1.23 **Prime Contractor Responsibilities.** The Contractor will be required to assume responsibility for all services offered in its bid regardless of who provides them. Further, RFTA will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
- 1.24 **No Geographic Preference.** This procurement will be conducted in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographic preferences in evaluation of bids or award of contracts, except where Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws.
- 1.25 **Conflicts of Interest.** RFTA employees and directors are bound by the RFTA Code of Ethics and Standards of Conduct, which were adopted by the RFTA Board of Directors on April 13, 2006. The RFTA Code of Ethics and Standards of Conduct prohibits RFTA employees and directors engaged in the award and administration of contracts, or any person acting on their behalf, from accepting, directly or indirectly, any gift with a value of more than a nominal amount, including meals or tickets to sporting events, from any person with whom the employee interacts on official RFTA business. Therefore, the Contractor, or its subcontractors or suppliers, may not make gifts or favors to any RFTA

employee or director. It is a violation of the RFTA Code of Ethics and Standards of Conduct for any RFTA employee to accept any such gift or favor.

By submitting a bid for award of Contract under this IFB, Bidder certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest, as defined in the Federal Acquisition Regulation (FAR) Subpart 9.5. If the Bidder cannot so certify, it shall provide a disclosure statement with its bid that describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any consultant or subcontractor) may have a potential organizational conflict of interest. If RFTA determines that a potential conflict exists, the Bidder shall be excluded from award unless the conflict can be avoided or otherwise resolved through the inclusion of a special Contract provision or other appropriate means.

- 1.26 **Contractual Relationships.** RFTA intends to execute a Contract for the provision of the required services with the Contractor. The Contractor's contractual responsibility must solely rest with one firm or legal entity, which shall not be a subsidiary or affiliate with limited resources.

RFTA will not be a party to agreements between the Contractor and/or any subcontractors it may choose to employ during fulfillment of the contract; however, the Contractor shall execute fair and reasonable agreements with its subcontractors (if any) and shall provide RFTA with copies of said agreements not later than five (5) business days prior to their execution.

- 1.27 **Contractual Provisions.** The contract to be executed between RFTA and the Contractor as a result of this solicitation shall include all of the General Terms and Conditions that are attached as Part 4 to this IFB. RFTA has no obligation to consider and/or approve exceptions or changes to the General Terms and Conditions. RFTA reserves the right to modify the General Terms and Conditions and/or include additional contractual provisions in the contract at its sole discretion.

- 1.28 **Contract Subject to Appropriation.** RFTA's financial obligation under the Contract shall be contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of RFTA for any payment may arise until funds are made available for the Contract by RFTA's Board of Directors.

- 1.29 **Responsibility for Compliance with Legal Requirements.** Contractor's products, services, and facilities shall be in full compliance with any and all applicable federal, state, and local laws, regulations, ordinances, and standards and any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in this IFB.

- 1.30 **Notices to Unsuccessful Bidders.** The RFTA Procurement Manager shall notify unsuccessful Bidders in writing of the results of the bid process. Requests for a debriefing must be submitted to the Procurement Manager within three days of receipt

of such notice. Debriefings shall only address the bid submitted by the Bidder requesting a debriefing.

- 1.31 **Protests.** Protests related to this solicitation or resulting contract award must be submitted in writing to the RFTA Procurement Manager. RFTA's protest procedures, as included in the 2010 RFTA Procurement Manual, are as follows:

1.31.1 **Authority To Resolve Protested Solicitations And Awards**

1.31.1.1 Right to Protest. Any actual or prospective Bidder or contractor who is aggrieved in connection with the solicitation or award of a contract shall first try to resolve the grievance/protest with the RFTA Procurement Manager. If the grievance is not satisfied, the prospective Bidder or contractor shall then protest to the RFTA CEO. The protest shall be submitted in writing within 5 days after such aggrieved person knows or should have known of the facts giving rise thereto.

1.31.1.2 Authority to Resolve Protests. The RFTA CEO shall have the authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved Bidder or contractor, actual or prospective, concerning the solicitation or award of a contract.

1.31.1.3 Decision. If the protest is not resolved by mutual agreement, the RFTA CEO shall promptly issue a decision in writing. The decision shall:

1.31.1.3.1 state the reason for the action taken; and

1.31.1.3.2 inform the protestant of its right to administrative review as provided in this Article.

1.31.1.4 Notice of Decision. A copy of the decision under Subsection 3.13.1.3 of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

1.31.1.5 Finality of Decision. A decision under Subsection 31.31.1.3 of this Section shall be final and conclusive, unless the protestant appeals administratively to the RFTA Board acting as the Procurement Appeals Board.

In all instances involving FTA funds RFTA will disclose information regarding the protest to the FTA Region VIII office, and keep them informed about the status of the protest. A protester must exhaust all administrative remedies with RFTA before pursuing a protest with FTA.

- 1.32 **News Releases.** RFTA's written approval is required prior to any communication with the press or any public disclosure relating to this solicitation or any subsequent awards.

- 1.33 **Materials Submitted.** All materials submitted shall become the property of RFTA and will not be returned to the Contractor.

SECTION 2: BID REQUIREMENTS

- 2.1 **Bid Contents Checklist.** The Bid Contents Checklist, contained in Part 2 of this IFB, is included for the Bidder's convenience. Each Bidder is solely responsible for submitting all bid documents, including forms and certifications that are required by this IFB.
- 2.2 **Submission Requirements.** Your bid must be received no later than the deadline for the submission of bids set forth in Section 1.6 above. Bids received by RFTA after the time and date specified shall be considered non-responsive and shall be returned unopened. NO EXCEPTIONS.
- 2.2.1 Any alteration, interlineations, or erasure by Bidders in the form of the IFB documents as originally prepared by RFTA shall render the accompanying bid non-responsive and may constitute cause for rejection. Conditional bids or those that take exception to the solicitation documents or Scope of Work/Services will be treated as non-responsive.
- 2.2.2 RFTA's Procurement Manager must receive a complete, signed bid as described below:
- 2.2.2.1 One (1) electronic signed copy of the Bid in PDF format
- 2.2.2.2 One (1) electronic signed copy of all RFTA-required forms (specified in Part 2 of this solicitation document)
- 2.2.2.3 One (1) copy of Bidder's Financial Information
- 2.2.2.4 All bids must include the signed Acknowledgment of Addenda form included in Part 2 of this IFB, which should list all addenda received. Failure to provide this acknowledgement form or list all addenda received may cause the bid to be rejected as non-responsive.
- 2.2.2.5 Bids must be signed by a duly authorized official of the firm who is legally able to financially and contractually obligate the Bidder to a contract. Bids submitted by consortiums, joint ventures, or teams, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one Contractor or one legal entity which shall not be a subsidiary or affiliate with limited resources. Each submittal should indicate the entity responsible for execution on behalf of the consortium, joint venture, or team.
- 2.2.3 **Bid Format.** One "page" is defined as one standard 8½ x 11 inch sheet of paper in no less than twelve-point Arial font. All charts, graphic displays, etc., must be of readable size. Foldouts, such as an 11 x 17, to illustrate particular items are permitted.

Submission of standard promotional material and corporate literature not specifically requested by RFTA is discouraged. Any such information may not be fully considered in the evaluation.

2.2.4 Content Requirements. As a condition of bid responsiveness, each bid must contain the following documents:

2.2.4.1 Completed Forms and Certifications. Bidders shall include the Forms and Certifications as required by the IFB and specified in Part 2 – Bid Content Checklist (submit one original copy of each document).

2.2.4.1.1 Bid Content Checklist

2.2.4.1.2 Bid Submission Form

2.2.4.1.3 Bidder Questionnaire. This document summarizes key information about the Bidder for RFTA's reference during evaluation of bids. This document must be fully completed, signed and submitted with the bid.

2.2.4.1.4 Acknowledgement of Addenda. Required by Part 1, Section 1.11 of this solicitation. This document must be fully completed, signed and submitted with the bid. If no addenda were issued, Bidder is still required to complete the form and include it in its bid.

2.2.4.1.5 Certification Regarding Buy America Requirements. This document required by Part 4, 15.8 of this solicitation. The Buy America requirements apply to Construction Contracts valued at more than \$100,000. Bids that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

2.2.4.1.6 Certification Regarding Lobbying. This document is required by Part 4, Article 15.17 of this solicitation. As a condition of bid responsiveness, this document must be fully completed, signed and submitted with the bid package.

2.2.4.1.7 Affidavit of Non-Collusion. As a condition of bid responsiveness, this document required by Part 4, 15.29 of this solicitation, must be fully completed, signed and submitted with the bid package.

2.2.4.1.8 Debarment & Suspension. Required for compliance with Part 4, Article 15.15 of this solicitation. As a condition of bid responsiveness, this document must be fully completed, signed and submitted with the bid package.

- 2.2.4.1.9 Conflict of Interest Statement. This document required for compliance with Part 4, Article 15.1 of this solicitation, shall serve as a list of all entities and/or individuals with which the Bidder has relationships that may create or appear to create conflicts of interest with the work to be performed as a result of the contract. As a condition of bid responsiveness, this document must be fully completed, signed and submitted with the bid.
- 2.2.4.1.10 DBE. These documents are required for compliance with Part 4, Article 15.3 of this solicitation and shall serve as proof of the Bidder's "good faith efforts" to, where practicable; include certified disadvantaged enterprises on this project. As a condition of bid responsiveness, these documents must be fully completed, signed and submitted with the bid package.
- 2.2.4.1.11 Corporate Certification of Illegal Aliens. This document is required by C.R.S. § 8-17.5-101, et. seq. (Colorado State House of Representatives Bill No. 06-1343).
- 2.2.4.1.12 Form W-9 Taxpayer Identification Number Request
- 2.2.4.1.13 Financial & Exception Statement. This document is required to assist RFTA in determining the Bidder's ability to perform and complete the work as outlined in this solicitation.
- 2.2.4.1.14 Bidder's Representation Regarding Contingent Fee. This document is required to certify that the Bidder has not paid any single person or entity to assist in securing the resulting contract from this solicitation other than a bona fide employee of said company.

2.2.5 **Firm Financial Information**. For the contracting entity, provide a single copy of:

- 2.2.5.1 Financial statements for the last year. The most recent financial statement must include either an Auditor's Report Letter or an Accountant's Review Letter and Firm Balance sheet. Prior to contract award, the selected Contractor may be required provide Balance Sheets for the previous three years (or since the entity commenced operations, if less than three years), Statements of Income and Stockholder's Equity, and a Statement of Change in Financial Position. If the selected Contractor is a parent or subsidiary of another entity, consolidated financial statements may also be required.
- 2.2.5.2 Un-audited balance sheets of the Contractors and un-audited balance sheets of Contractors and its subsidiaries, if any, for interim quarterly periods since the close of its last fiscal year.

- 2.2.5.3 If acting as a unique contracting entity for this project, provided the organizations whose financial statement will act as guarantor of the contract for Construction.

SECTION 3: STANDARDS FOR AWARD

This is an Invitation for Bid (IFB), so the successful Bidder will be the lowest, responsive and responsible bid. In order to be eligible for contract award a bid must meet all of the following criteria:

- 3.1 The bid submitted is **responsive** to the solicitation.
 - 3.1.1 A bid shall be considered responsive if it conforms in all material aspects to the requirements of the solicitation at the scheduled time of submission and does not require further discussions with the Bidder.
 - 3.1.2 It shall be at the sole discretion of RFTA to determine if a bid “conforms in all material aspects to the requirements of the solicitation.”
- 3.2 The Bidder who submitted the bid is a **responsible** Bidder.
 - 3.2.1 A Bidder shall be considered responsible if the Bidder possesses, at the time of contract award, the ability to perform successfully and a willingness to comply with the General Terms and Conditions, attached as Part 4 of this IFB, to be included in the contract.
 - 3.2.2 Bidders shall be further reviewed to determine if they meet the below conditions for award:
 - 3.2.2.1 **CDOT Prequalified Contractor.** Compliance with project requirements will be assessed as either conforming or non-attainment.
 - 3.2.2.2 **Firm Financial Information.** Compliance with project financial requirements will be assessed as either conforming or non-attainment.
 - 3.2.2.3 **DBE attainment.** Compliance with project DBE requirements will be assessed as either conforming or non-attainment.
 - 3.2.2.4 **Bonding.** Compliance with project bonding requirements will be assessed as either conforming or non-attainment.
 - 3.2.2.5 **Insurance.** Compliance with project insurance requirements will be assessed as either conforming or non-attainment.