



COLORADO DEPARTMENT OF TRANSPORTATION

REQUEST FOR PROPOSAL # HAA RFP 11-027-TW

SUBMISSION DEADLINE:

Proposals are to be submitted to: Colorado Department of Transportation (CDOT) Procurement Office; 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.

STATEWIDE FREIGHT AND PASSENGER RAIL PLAN PROJECT

Colorado Department of Transportation (CDOT) requests proposals for the services of a qualified and experienced transportation consultant or consultant team to assist CDOT in preparing a comprehensive freight and passenger rail plan (State Rail Plan) for the State of Colorado as required by 2008 Federal legislation. CDOT's intent is to acquire the services of knowledgeable and experienced transportation professionals in formulating a State Rail Plan that is compliant with State and Federal guidelines, and takes into consideration issues and needs identified by Colorado stakeholders.

Vendor must be a subscriber to the State of Colorado (State) BIDS system at the time of the RFP/bid opening for its bid to be considered.

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

CDOT reserve 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 and/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 RFP 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.
- 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 State for 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.

- 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 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
- ***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 _____	Signature _____
Vendor Address _____	Name (Print) _____
City, State, Zip _____	Title _____ Date _____
Vendor Phone _____ Fax _____	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
COLORADO DEPARTMENT OF TRANSPORTATION**

**SECTION 1
ADMINISTRATIVE INFORMATION**

1.1 ISSUING OFFICE:

This Request for Proposal (RFP) is issued for the State of Colorado (State), Colorado Department of Transportation (CDOT), by the CDOT Center for Procurement and Contract Services. All contacts regarding this RFP are to be directed to:

Detrica "Trish" Wilson, Purchasing Agent
Colorado Department of Transportation
Center for Procurement and Contract Services
4201 East Arkansas Avenue, Room 150
Denver, CO 80222
trish.wilson@dot.state.co.us
Phone: 303-757-9782 Fax: 303-757-9669

1.2 PURPOSE:

The purpose of this RFP is to obtain competitive bid proposals from qualified firms interested in providing State Rail Plan to the State of Colorado.

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:	TARGET DATE:	TIME (MST)
1. RFP published on BIDS	Aug. 19, 2010	N/A
2. Prospective proposers inquiry deadline (No questions accepted after this date)	Sept. 3, 2010	5:00 P.M.
3. Response to proposer questions	Sept. 10, 2010	5:00 P.M.
4. Proposal submission deadline	Sept. 24, 2010	2:00PM
5. Top State Rail Plan Consultant(s) selected and notified of interview, if required		TBD
6. Oral interviews with a short list of State Rail Plan Consultants, if required		TBD
7. Consultant selection (<u>estimate</u>)		TBD
8. Anticipated date of award		TBD
9. Anticipated date of executed contract		TBD

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 original (identified as such) and 5 copies** of the proposer's complete proposal. It is the responsibility of the proposer to ensure that its proposal is received in the Procurement 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 the **CDOT RFP # 11-027-TW**, and shall show such information on the **outside** of the proposal packet. Proposals will not be accepted by facsimile transmittal.

Proposals from teams or consortiums formed to respond to the RFP will be accepted. It is anticipated that teams or consortiums will be organized as a prime consultant/sub-consultant structure.

Proposers are advised that CDOT *desires* that proposals prepared in response to this RFP be submitted on recycled 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. Two-sided copying is required. In addition, it is requested that proposals be in flat bound form to facilitate filing. **Submittals will not be accepted if provided in loose-leaf binders.**

Disadvantaged Business Enterprises DBE PARTICIPATION:

The State encourages its agencies to utilize disadvantaged businesses to the greatest extent possible without sacrificing adequate competition. Proposers are reminded of the illegality of discrimination, and the provisions of Procurement Code Section 24-111-102.

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

CERTIFICATION FOR FEDERAL-AID CONTRACTS REGARDING LOBBYING AGENTS

The Consultant will be required to certify, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Consultant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

1.5 INQUIRIES:

Prospective proposers may make written inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time specified in the Schedule of Activities, Prospective proposer's inquiry deadline. Questions must be submitted, in writing, via e-mail to:

Detrica "Trish" Wilson, Purchasing Agent
Colorado Department of Transportation
Center for Procurement Services
4201 East Arkansas Avenue, Room 150
Denver, CO 80222
trish.wilson@dot.state.co.us

Subject line of the e-mail shall clearly state "questions for RFP #11-027-TW" to facilitate handling and distribution. Inquiries sent by fax or email will be accepted (fax number (303) 757-9669). An addendum responding to questions submitted regarding the RFP will be published on BIDS.

1.6 AMENDMENTS TO RFP:

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

1.7 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.

1.8 PROPRIETARY INFORMATION:

All material submitted in response to this RFP will become public record and open to inspection after 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 NOR PRICING INFORMATION NOR A TOTAL PROPOSAL WILL BE CONSIDERED PROPRIETARY. Refer to Section 1.31 of this RFP for submission of Confidential/Proprietary information.

1.9 REJECTION OF PROPOSALS:

The State 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 in the proposal. Inclusion of exceptions does not guarantee acceptance by the State of such variation, and may instead lead to rejection of the proposal as non-responsive. (See further Section 1.12 of this RFP.)

1.10 INCURRING COSTS:

The State is not liable for any cost incurred by proposers prior to issuance of a legally executed contract or procurement document. All costs to prepare and submit a response to this solicitation shall be borne solely by the proposer.

1.11 EVALUATION PROCESS:

An evaluation will be made by a committee selected to evaluate the merits of all proposals received according to the evaluation criteria defined herein (Section 3). The recommendations of this group will be forwarded to the CDOT Procurement Director for approval.

1.11.1 Failure of the proposer to provide in his/her proposal any information requested in this RFP may result in disqualification of the proposal. It is the sole responsibility of the proposing individual or firm to ensure all information requested in the RFP is included.

- 1.11.2 During the evaluation process, discussions/interviews may be scheduled with proposers who submit proposals determined to be reasonably competitive for selection for award. It will be upon the recommendation of the evaluation committee if discussions/interviews for clarification are needed.
- 1.11.3 The sole objective of the evaluation committee will be to recommend the proposer whose proposal is most responsive to the State's needs at the most affordable cost. The specifications within this RFP represent the minimum performance necessary for response. Innovative approaches that improve the quality of the study or reduce the cost of the services or accelerate the schedule for the State Rail Plan Consulting Services will be favorably regarded.
- 1.11.4 In addition, innovative concepts that that increase the financial feasibility of the Project will be favorably regarded.
- 1.11.5 Specific evaluation criteria are outlined in Section 3 of this RFP, entitled Evaluation Criteria.

1.12 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. Any exceptions and/or variations to the terms and conditions presented in the RFP may be submitted as part of the proposal, with each such exception and/or variation identified clearly and thoroughly. Failure to identify any exceptions and/or variations in the submitted proposal shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP, and may result in cancellation of the award and such vendor may be removed from future solicitations. Submission of a proposal containing exceptions and/or variations does not guarantee of acceptance of such variations by CDOT, and may instead lead to the rejection of the proposal as non-responsive if the requested variations are determined to be extensive or unreasonable, by the evaluation committee assigned to this RFP solicitation.

1.13 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 5.41 of the sample contract, if applicable.

1.14 CONSULTANT CERTIFICATION:

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

1.15 CONFLICT OF INTEREST:

By submission of a proposal, proposer agrees that, at the time of contracting, the proposer has no interest, direct or indirect, that would conflict in any manner or degree with the performance of the required services. The proposer shall further covenant that, in the performance of the contract, it shall not employ any person having any such known interest. Furthermore, CDOT will be prohibited from providing consulting services to third parties that may have an interest in the Project.

1.16 REQUEST FOR PROPOSAL:

The Request for Proposal Form - the cover page for this RFP - must be signed, in ink, by a person authorized to bind the proposer, and returned with the proposal.

1.17 AUDIT OF THE SELECTED VENDOR:

Prior to final contract award, an audit may be conducted by the CDOT External Audit Branch of the selected proposer. This audit will be for the purpose of ensuring that the selected firm is financially capable of performing the contract, that the cost information and prices quoted are reasonable, and that the selected proposer has adequate accounting practices to assure accurate tracking of contract costs.

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

1.18 BUDGETED FUNDS:

The funds available for this solicitation are not being disclosed at this time

1.19 INTENT TO AWARD:

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

Detrica "Trish" Wilson, Purchasing Agent
Colorado Department of Transportation
Center for Procurement Services
4201 East Arkansas Avenue, Room 150
Denver, CO 80222
trishl.wilson@dot.state.co.us
Phone: (303) 757-9782 Fax: (303) 757-9669

1.20 PROTESTED SOLICITATIONS AND AWARDS:

Any actual or prospective proposer or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the CDOT's 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. 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.

1.21 STANDARD CONTRACT:

The State of Colorado has provided a Sample Contract that it expects to enter into with the successful proposer.

1.22 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(s), the CDOT Procurement Office on behalf of CDOT will issue a "Notice of Intent to Make an Award" letter to the apparent successful proposer(s). 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. A contract must then be completed and signed by all parties and the State Controller, before any such right exists. Therefore, the apparent successful proposer(s) that receive 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(s) shall not take any actions(s) to prepare for or start the performance of the RFP work/services until a contract is so negotiated and executed. In addition, a contract must be completed and signed by all parties concerned on or before the date indicated in the Schedule of Activities. If the parties are unable to agree on negotiated terms, for the contract, or if this schedule date is not met through no fault of CDOT, the CDOT may elect to cancel "Notice of Intent to Make an Award" letter and make the award to the next most advantageous proposer.

1.23 AWARD OF CONTRACT:

The award will be made to that proposer(s) whose proposal conforms to the RFP, and is/are judged to be the most advantageous to the State of Colorado and CDOT, price and other factors considered, subject to negotiation and execution of an acceptable contract as described above.

1.24 DURATION OF CONTRACT It is the intent of CDOT to select a vendor(s) within 30 days of the deadline for receipt of proposals. However, bid proposals must be firm and valid for award for at least 120 days after the deadline for receipt of proposals. It is the intent of CDOT to award a contract for a one year period.

1.25 NEWS RELEASES:

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

1.26 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1.26.1. By submission of this proposal each proposer 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.

1.26.2 Each person signing the Invitation for Bid form of this RFP certifies that:

He/she is the person in the proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 1.26.1 (a) through (c) above.

or

He/she is not the person in the proposer's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to 1.26.1 (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 1.26.1 (a) through (c) above.

1.26.3 A proposal will not be considered for award where 1.26.1 (a) and (c), and 1.26.2 above, have been deleted or modified. Where 1.26.1 (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's Procurement Office, or designee, determines that such disclosure was not made for the purpose of restricting competition.

1.27 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.

1.28 FUNDS AND COMPENSATION:

The amounts payable by CDOT are contingent upon the availability of funds for that purpose. It is anticipated that the contract will be awarded subject to receipt by CDOT of sufficient funds from the Federal Railroad Administration. In the event funds are not available, any resulting contract will become null and void, without penalty to the State of Colorado.

1.29 BACKGROUND, OVERVIEW, GOALS OF THE PROJECT:

The State Rail Plan will be consistent with and contain all elements required under Chapter 227 of Title 49 of United States Code, as enacted in the Passenger Rail Investment and Improvement Act of 2008 (PRIIA). The primary purpose of the state Rail Plan is to serve as a planning document and to provide comprehensive rail data. The State Rail Plan will enable CDOT to implement a more efficient and effective approach that will integrate the passenger and freight rail elements into the larger multi-modal and intermodal framework. The Colorado State Rail Plan will cover a period of 30 years and must, at a minimum, address the twelve content requirements described below:

Chapter 227 of Title 49 of United States Code, Section 22705 "Content" states:

a. In General – Each State rail plan shall, at a minimum, contain the following:

1. An inventory of the existing overall rail transportation system and rail services and facilities within the State and an analysis of the role of rail transportation within the State's surface transportation system.
2. A review of all rail lines within the State, including proposed high-speed rail corridors and significant rail line segments not currently in service.
3. A statement of the State's passenger rail service objectives, including minimum service levels, for rail transportation routes in the State.
4. A general analysis of rail's transportation, economic, and environmental impacts in the State, including congestion mitigation, trade and economic development, air quality, land use, energy use, and community impacts.
5. A long-range rail investment program for current and future freight and passenger infrastructure in the State that meets the requirements identified in subsection (b).
6. A statement of public financing issues for rail projects and service in the State, including a list of current and prospective public capital and operating funding resources, public subsidies, State taxation, and other financial policies relating to rail infrastructure development.
7. An identification of rail infrastructure issues within the State that reflects consultation with all relevant stakeholders.
8. A review of major passenger and freight intermodal rail connections and facilities within the State and prioritized options to maximize service integration and efficiency between rail and other modes of transportation within the State.
9. A review of publicly funded projects within the State to improve rail transportation safety and security, including all major projects funded under section 130 of title 23.
10. A performance evaluation of passenger rail services operating in the State, including possible improvements in those services, and a description of strategies to achieve those improvements.
11. A compilation of studies and reports on high-speed rail corridor development within the State not included in a previous plan under this subchapter, and a plan for funding any recommended development of such corridors in the State.
12. A statement that the State is in compliance with the requirements of section 22102.

b. Long Range Service Investment Program:

1. PROGRAM CONTENT—Develop a long-range rail investment program that includes, at a minimum the following matters under subsection (a)(5) of the 2008 Rail Safety Act:
 - A. A list of any rail capital projects expected to be undertaken or supported in whole or in part by the State.
 - B. A detailed funding plan for those projects.
2. PROJECT LIST CONTENT—The list of rail capital projects shall contain:
 - A. A description of the anticipated public and private benefits of each such project; and
 - B. A statement of the correlation between:
 - i. public funding contributions for the projects; and
 - ii. the public benefits.
3. CONSIDERATIONS FOR PROJECT LIST—In preparing the list of freight and intercity passenger rail capital projects, the following matters should be taken into consideration:
 - A. Contributions made by non-Federal and non-State sources through user fees, matching funds, or other private capital involvement.
 - B. Rail capacity and congestion effects.
 - C. Effects on highway and aviation capacity, congestion, or safety.
 - D. Regional balance.
 - E. Environmental impacts.

- F. Economic and employment impacts.
- G. Projected ridership and other service measures for passenger rail projects.

In addition to the federal requirements above, the selected consultant will report on:

- Current condition, capacity and characteristics of the State rail system;
- Synthesize past, as well as current, rail planning efforts in the state;
- A comparison of other states rail planning efforts;
- Assess freight and passenger rail needs, including evaluation of current public and private programs;
- Quantify future or potential growth and identify constraints or chokepoints;
- Develop draft policies and implementation strategies detailing major objectives and milestones;
- Draft investment plan and project components; and
- Identify possible funding sources and strategies, including public-private partnerships.

The State Rail Plan shall set forth State policy involving freight and passenger rail transportation in Colorado, including:

- Passenger rail operations in the state;
- Present priorities and strategies to enhance rail service in Colorado that benefits the public; and
- Serve as the basis for Federal and State rail investments within Colorado.

The State Rail Plan will enable CDOT to implement a more efficient and effective approach that will integrate the passenger and freight rail elements into the larger multi-modal and intermodal framework to relieve congestion on the highways, expand economic development opportunities and improve network safety and efficiency.

The selected consultant, in cooperation with the State Rail Plan Steering Committee (SRPSC), will develop and conduct public input and stakeholder participation activities associated with development of the State Rail Plan, as required by Section 22704 of United States Code Title 49.

The State Rail Plan represents a modal segment of the Statewide Transportation Plan and will be incorporated into the Statewide Transportation Plan. The Statewide Transportation Plan is in the process of being amended and will be updated to 2040 beginning in 2012.

The State Rail Plan is expected to consist of seven chapters, as summarized below including an Executive Summary and Appendices. The selected consultant will utilize the American Association of State Highway and Transportation Officials (AASHTO) November 2009 publication "State Rail Planning Best Practices" for additional information regarding the content of these chapters. The requirement items listed above are to be included in the following chapters as noted below. Some of the items will be addressed in more than one chapter.

- I. **Introduction and Vision (What is the future role of rail in Colorado?)** – This chapter will include a Vision Statement, Goals, Objectives, policies, implementation strategies, and the statement of compliance with Section 22102. (Includes a3 and a12)
- II. **History (What has been the role of rail in Colorado?)** – This chapter will describe Colorado's rail history and the importance of a State Rail Plan now.
- III. **Rail System Inventory and Review (Where are we now?)** – This chapter will include a system description of facilities, statewide rail service statistics, freight and passenger operations, abandonments, capacity, system use and demand, identification of facility and property ownership and intermodal connections. (Includes a1, a2, a3 and a8)
- IV. **Rail Issues and Opportunities (What are the challenges?)** – This chapter will include a discussion of Rail's transportation, economic and environmental impacts and safety and security assessments in Colorado. It will also include specific Colorado legal, socio-economic, financial and other issues and opportunities that assist or hinder rail projects, service and operations. This chapter should address each of the goals identified in Chapter One. (Includes a4, a6, a7 and a9)
- V. **Rail System Analysis, Evaluation and Needs Identification (What are the improvement needs?)** – This chapter will include:
 - A. A performance assessment of current system;
 - B. An identification of current and future needs;

- C. A review of publicly funded projects to improve rail transportation safety and security; and
 - D. Recommended service metrics and performance guidelines for passenger and freight rail service.
- It will also describe proposed new passenger and freight rail service. Capital and operating expenses will be addressed for current and proposed passenger and freight rail services. (Includes a2, a7, a8, a9, a10 and a11)

VI. **Rail System Investments (What are the funding needs?)** – This chapter will include a discussion of current and future funding needs and existing and potential future funding sources. This chapter will also include challenges such as conflicts between passenger rail and freight rail; topography and design standards. (Includes a6, a8, a9, a10 and a11)

VII. **Long-range Service and Investment Program (What are our next steps?)** – This chapter will include project evaluation approach, a prioritization of investments, and an implementation plan that addresses funding and scheduling of investments. (Includes a5, a6, a8, a9, a10, a11, b1, b2 and b3)

Project Parameters

The following is a list of preferences and guidance to inform responders of the suggested format of the State Rail Plan development. Responders are encouraged to present specific suggestions on development of the State Rail Plan and implementation of project components, as well as any value added components, that responder's experience with State Rail Plan development in other states has shown to be useful in delivering an acceptable and adaptable State Rail Plan.

Timeline: The State Rail Plan will be completed and approved no later than 12 months after the Notice to Proceed is delivered to the selected consultant.

Project Structure and Management: Overall management of the project will be provided by the CDOT Project Manager who will be supported by the Project Management Team (PMT) and the SRPSC. The selected consultant's Project Manager will report to CDOT's Project Manager. The PMT will be comprised of CDOT staff representing Multi Modal, Long Range Planning, Freight, Safety, Rail, and Transit. The SRPSC will advise the selected consultant's Project Manager and the CDOT Project Manager. The list of SRPSC members will be provided to the selected consultant. The PMT as well as the SRPSC will be supported by a separate Stakeholder group, consisting of appropriate public sector participants, private sector representatives and other affected stakeholders.

Final draft of the State Rail Plan will be presented to the, PMT, SRPSC, Stakeholders Group and CDOT's Executive Management Team prior to adoption by the Transportation Commission.

The selected consultant shall:

- Develop a Project Management Plan (PMP) using MS Project at the beginning of the project to define the tasks, schedules and resource requirements needed to complete the State Rail Plan. The PMP will include:
 - The Consultant team organization, responsibilities and contact information;
 - Identification of the level of CDOT's participation in the project, as well as any other services to be provided by CDOT;
 - Project scope of services and related timeline;
 - Project budget by task;
 - Tentative project management meetings and deliverable dates; and
 - Other important related management items.
- Develop and review with CDOT Project Manager an outline for the chapters, Executive Summary and appendices to be included in the final document;
- Continuously coordinate the project with CDOT's Project Manager;
- Prepare monthly progress reports;
- Submit monthly invoices;
- Establish and facilitate monthly project meetings with CDOT's PMT;
- Ensure quality assurance and quality control; and
- Manage activities deemed necessary to ensure efficient and timely project completion.

Any additional items proposed by the selected consultant will require prior written approval by the CDOT Project Manager.

Public Outreach: The selected consultant will be expected to prepare a public outreach plan that will allow public comment and input as well as ongoing review of State Rail Plan progress. The intention of public outreach is to address the vision, the needs assessment and the draft rail policy review. Efforts could be made to hold group interviews that bring together persons and organizations with common interests. Group interviews are valuable because they foster interaction between parties that results in particularly revealing discussions and insights. However, some stakeholder groups will represent diverse groups who may not wish to voice their opinions publicly. Some stakeholders may prefer to discuss sensitive issues in a private, individual interview setting rather than in a group interview. Individual interviews should be offered to stakeholders as the need arises to ensure open and candid discussion. Meetings or other contact strategies should provide for geographic coverage of the State. Outreach may be done for the freight and passenger study separately, or jointly, based on the recommendations and rationale of the selected consultant, but keeping in mind the goal of providing adequate forums for disparate freight and passenger interests. Outreach will be consistent with CDOT's Context Sensitive Solutions (CSS) guidelines and invoke the principals of active listening, constructive integration of public input and transparency of the process. A description of CDOT's CSS can be found at:

<http://www.coloradodot.info/programs/environmental/planning-env-link-program/related-information/context-sensitive-solutions.html>.

All web focused public outreach efforts will be build on CDOT's external web environment using CDOT standards and will be coordinated and approved through CDOT's Public Information and Government Relation Offices.

Plan Outline: The State Rail Plan will address all identified issues as noted in the scope of work, below, and be compliant with the Federal Legislation requirements.

Data Support: CDOT will provide any available and relevant production databases and GIS mapping information, such as the statewide rail system, ownership and class information, rail inventory and abandoned lines.

All geographic information collected will be submitted in CDOT's standard GIS format which will be provided by CDOT. All documents must be compatible with Microsoft Office Suite software.

Scope of Work and Deliverables

The tasks for this scope of work have been compiled in cooperation with the SRPSC and PMT in order to inform the thought, coverage and strategies proposed by responders to this RFP. The issues and deliverables included in this scope of work do not necessarily constitute a full and complete listing, and are subject to change both during the State Rail Plan process and at the suggestion of others and concurrence of CDOT PMT. The following Tasks describe the scope of work and deliverables for this project.

Task 1 - Identify and Review Best Practices

The objective of this task is to identify and review best practices in state rail plans in order to better define the contents of the Colorado State Rail Plan. The primary documents to be reviewed will be existing state rail plans, AASHTO 's State Rail Planning Best Practices, and FRA's Preliminary National Rail Plan.

Deliverable:

- Summary of best practices delivered to CDOT's Project Manager

Task 2 - State and Local Rail Programs

- Provide a short history of railroads in Colorado.
- Provide a short history of State efforts in Rail Programs since 1990.
- Provide a summary of significant State Rail Legislation and policy initiatives since 1990.
- Provide a summary of the following programs and efforts managed by CDOT.
 - Section 130 Program;
 - Operation Life Savers;
 - Rail Crossing Inventory;
 - Rail Crossing Improvement Program (HQ and Regions);
 - Rail Line Abandonment Review;
 - Rail Line Acquisition Program;
 - Transit and Rail Division;
 - Rocky Mountain Rail Authority Studies;
 - Denver Union Station Redevelopment Study;

- Front Range Rail Relocation Study/Public Benefits and Costs Study; and
- Rail Governance Study.
- Summary of Programs Managed by Other State and Local Agencies.
 - Highway Rail Crossing Program (Public Utilities Commission);
 - Safety Oversight for Rail Fixed Guide-way (Public Utilities Commission);
 - Grant of Operating Authority for Limited Rail Operations (Public Utilities Commission);
 - Moffat Tunnel Improvement District (Department of Local Affairs); and
 - Rail Severance Tax (Department of Local Affairs).
- Financial Support Programs for Rail Activities.
 - State Rail Bank;
 - Senate Bill 1 (Strategic Transit Program Funding);
 - Highway Rail Signalization Fund;
 - FASTER; and
 - TIFIA.

Deliverables:

- Draft Chapter Two (What has been the role of rail in Colorado?)
- Final Chapter Two (What has been the role of rail in Colorado?)

Task 3 - System Description and Inventory of Existing Rail Infrastructure

The system description portion of the rail inventory should document, in GIS mapping format, and describe the physical assets—existing rail lines, major yards, intermodal terminals, passenger rail stations, and other important facilities and infrastructure that support the movement of people and goods by rail. The description as a minimum should address the following:

- Update CDOT's geographic location and attributes of rail lines in the state for both passenger and freight rail including:
 - Owners and operators of the rail lines and what trackage rights granted to other operators. This should include out of service lines;
 - Identification of any shared passenger, commuter, and freight rail lines;
 - Identification of any state owned or operated rail lines; and
 - Condition of the rail lines.
- As part of the system descriptions develop a rail carrier profile for each operator that succinctly describes their key characteristics including:
 - Track miles;
 - Short history of company/organization;
 - Interchanges with other railroads;
 - Capacity (i.e. weight limits); and
 - With close coordination with CDOT GIS staff, GPS inventory of locations of rail related facilities such as intermodal terminals, switching facilities, maintenance yards, passenger rail stations and other important facilities and infrastructure and their functions.
- For - passenger rail:
 - Locate and map potential intercity corridors, both intrastate and interstate;
 - Lines or geographic locations that are potential high-speed intercity routes;
 - Develop and map intercity passenger rail system plan with emphasis on connecting major Regional Trade Centers, preferably with integrated, run-through services. Cities to be linked and/or paired may include Pueblo, Colorado Springs, Denver, Fort Collins, Vail, Grand Junction, Albuquerque, NM, Cheyenne, WY and other serviceable population centers; and
 - Identify and integrate potential high speed elements of the network.

In addition, evaluate and map system coverage, location of interchanges, intermodal, and freight generating facilities, including interstate connections and include and map current train frequencies and line capacities. Document branch and short line network in state, with specific emphasis on role in local economic development, viability as private enterprises, and investment needs. Provide summary trends in abandonments of freight-rail lines to document the loss of capacity and connectivity—and in some cases to support rail preservation efforts.

Identify major commodity types and flows, including economic and geographic rationale for current and future traffic patterns, and local and long-range domestic markets access and services. Discuss modal issues, availability, costs, and capacities of competitive modes, as well as interdependence or independence of modes based on market and commodity characteristics.

Evaluate spacing of facilities, including intermodal terminals for bulk and containerized shipments, and the condition and capacity of their highway connections.

The second part of the inventory should describe the way freight and passenger carriers utilize the system. The system usage as a minimum should address the following:

- Approximate number of trains moved per day/week/month or year on the lines by subdivision;
- Types and quantities of major traffic that the freight rail lines carry ;
- The top commodities transported by rail;
- Directional freight flows (inbound, outbound, through, or internally;
- Types of industries in the state that ship their products by rail from spur or drayed to the intermodal facility;
- Location of the rail shipping industries; and
- Passenger volumes on each rail line and by station.

Deliverables:

- 4 color plots of Colorado Rail Assets map
- GIS layers, in CDOT approve format
- PDF of Colorado Rail Assets map for web posting
- Draft Chapter Three (Where are we now?)
- Final Chapter Three (Where are we now?)

Task 4 – Prepare Internal and External Stakeholder Coordination and Outreach Plan

Develop a comprehensive coordination and outreach plan for obtaining information and input from rail carriers, transit providers, local governments and other rail stakeholders for the State Rail Plan. A collaborative, interdisciplinary approach will be used to develop processes for issue identification and resolution. The selected consultant will devise methods, processes and a schedule for stakeholder outreach and coordination that will be tailored to the different groups of stakeholders identified for the State Rail Plan. Develop a list of internal and external stakeholders and a schedule for the plan. Information gathered through stakeholder outreach and coordination will be used in addressing the remaining tasks in the State Rail Plan. These methods could include the use of written surveys, telephone interviews, online/website surveys or comments or other methodologies to be developed. Once developed and approved by CDOT Project Manager, the selected consultant will conduct the outreach and coordination as Task Four of this scope of work. The plan will be based on the basic principles outlined in the CDOT Context Sensitive Solution (CSS) process.

CDOT has identified rail stakeholder groups in Colorado that include, but not limited to, the following:

Freight Railroads

Union Pacific
BNSF
Victorian Southern Towner
Omni Trax

AMTRAK

Federal Railroad Administration

Recreational Railroads

Freight Stakeholders (including shippers)

Local and Regional Governments

MPO's

Public Utilities Commission

Regional Transportation District

State Transportation Advisory Committee

Rocky Mountain Rail Authority

Colorado Passenger Rail Association

Citizens Against Rail Relocation

Rail Relocation Citizens Advisory Committee

Internal CDOT Offices

Deliverable:

- Stakeholder coordination and outreach plan including methods, processes and schedule

Task 5 – Conduct Stakeholder Outreach

The selected consultant shall conduct a collaborative and comprehensive coordination and outreach effort to rail stakeholders. This outreach effort should obtain information that will enable the selected consultant to complete the remaining tasks of this scope of work.

CDOT will assist the selected consultant in getting contact information for each of the stakeholder groups identified in Task Three.

Compile a list of needs from the stakeholders outreach and reconcile to omit repetitions and within this list, flag high-speed rail needs and projects to highlight their importance and funding potential. At a minimum, this list should include:

- A description of each identified need or issue;
- Physical location, where applicable;
- Railroad owner, where applicable;
- The stakeholder or stakeholders that identified the issue;
- Expected benefits and impacts from addressing the need, including public benefits, if provided;
- Estimated cost to address the need, if available;
- Dedicated funding sources applicable to addressing the issue, if known; and
- Identify if the issue impacts freight rail, passenger rail, or rail safety and security.

Copies of all completed outreach methods shall be provided to CDOT.

Deliverables:

- Completed stakeholder coordination and outreach methods and surveys
- Summary of stakeholder coordination and outreach results

Task 6 - Rail Transportation, Economic, Environmental and Safety Assessment and Evaluation

- Conduct a safety assessment of rail related accidents with an analysis/evaluation and recommendations for cost effective improvements.
- Relying on a combination of existing studies, available data and outreach from stakeholders conduct a general analysis that quantifies the impacts in broad terms of the following areas:
 - Congestion Mitigation;
 - Safety;
 - Traffic Operations;
 - Trade and Economic Development;
 - Air Quality;
 - Noise;
 - Land Use;
 - Energy Use; and
 - Community Impacts.
- In consultation with CDOT Project Manager, collect available data, studies, and reports to independently identify short and long-term needs and determine the impact and range of possible commuter and intercity rail, including passenger station needs, connections to local transportation modes including transit, auto, and air and system integration or overlays with intercity and high speed services.

Deliverables:

- Map(s) showing the locations and types of accidents for the past 5 years
- Map(s) showing the locations of passenger rail needs
- Draft Chapter Four (What are the challenges?)
- Final Chapter Four (What are the challenges?)

Task 7 – Needs Assessment and Evaluation

Identify and determine transportation related needs that could be mitigated or solved by rail improvements or additions based on the following criteria:

- **Carrier** ☐ **Identified Needs** ☐ As part of the outreach effort to rail carriers, conduct a needs assessment to discover the short and long ☐ term physical, operational, or policy (institutional) needs.

- **Rail User-Identified Needs** – Conduct rail shippers and passenger interviews since they provide first-hand perspective on rail needs, potentially relating performance, capacity, and market issues not mentioned by the rail carriers.
- **Community-Identified Needs** – Along with the rail users, another group with valuable needs, input consists of local communities, especially host communities of rail facilities and communities desiring future rail service. Contact these groups to gather information with regard to their need.

Deliverables:

- Draft Chapter Five (What are the improvement needs?)
- Final Chapter Five (What are the improvement needs?)

Task 8 - Create a Vision for Rail in Colorado

Describe the role of both freight and passenger rail in the future, recognizing the challenges and opportunities that exists or will arise in the future. The horizon year should match the update year of the Statewide Planning efforts. The created vision should provide high-level strategic guidance to goals and objectives that are developed as part of this State Rail Plan. A “Vision Statement” should be developed for use in coordination and outreach efforts. The vision should:

- Reflect the desires of rail stakeholders and constituents;
- Set forth a proposed State policy and system performance measures involving freight and passenger rail;
- Identify a coordinated role for rail as part of the complete transportation network;
- Define and describe freight rail, including its importance, demand and growth, capacity and preservation;
- Define and describe existing and anticipated passenger rail, including intercity service and corridors, commuter rail, and high speed rail, including multi-state efforts;
- Integrate state priorities for environment, energy, development, and land use;
- Recommend infrastructure improvements to meet capacity, safety, efficiency, reliability, environmental and mobility goals;
- Quantify scope, relevance, and economic impact of rail for diverse stakeholders, such as agribusiness, cooperatives, passengers and commuters, international trade, tourism/hospitality energy, forestry, and other Colorado-specific rail transport; and
- Identify and describe interstate and international connections and potentials and opportunities.

Responders are encouraged to propose additional tasks or activities if they will substantially improve the results of the project. These items should be separated from the required items on the cost proposal.

Deliverables:

- Proposed Vision for Passenger and Freight Rail in Colorado (accepted based on approval by CDOT’s State Rail Transportation Authority and Rail Advisory Body)
- Draft Chapter One (What is the future role of rail in Colorado?)
- Final Chapter One (What is the future role of rail in Colorado?)

Task 9 - Identify Potential Investment Opportunities

- Assign industry-validated costs, timeframes, and priorities to potential investments, including:
 - Freight system bottlenecks and capacity constraints;
 - Structural upgrades for car weight, train speed, and signal/communications upgrades for train control and data;
 - Safety upgrades and programs including grade crossing improvements and grade separations;
 - Incremental costs of transition to shared uses (re: added passenger traffic);
 - Facilities expansion, terminal equipment, rolling stock, and other operations that support investments for freight and passenger access;
 - State interest in existing branch and short lines to support transportation and development needs, as well as preserving future abandoned lines for trail, transit, or other alternative future uses such as high speed rail;
 - I-70 Corridor; and
 - I-25 Corridor.

Deliverables:

- Draft Chapter Six (What are the funding needs?)
- Final Chapter Six (What are the funding needs?)

Task 10 - Long Range Service and Investment Program

The selected consultant shall prepare a draft investment program listing of potential projects as identified in the stakeholders outreach and:

- Identify amount, timing and possible funding sources for project implementation;
- Describe and quantify anticipated private and public benefits from each project;
- Develop a statement of public financing issues for capital and operations; and
- Develop a draft statement of State objectives and commitment to the selected projects

In order to help guide CDOT with future efforts the selected consultant shall:

- Propose and review policy direction for future leadership and planning through public outreach, policy committee and legislative process;
- Consider current and future roles of rail stakeholders including railroads, shipping groups, CDOT, Metropolitan Planning Organizations, Regional Railroads, Transit Agencies, etc.; and
- Based in part on existing models and data, discuss and suggest structures for ongoing interaction with industry, the public, neighboring states, and national agencies.

Deliverables:

- Summary of potential rail projects and prospective funding sources
- Draft Chapter Seven (What are our next steps?)
- Final Chapter Seven (What are our next steps?)

Task 11 – Integration of State Rail Plan into the Long Range Transportation Plan

Develop a procedure for integrating the content of the Rail Plan into the Long Range Transportation Plan, including the relationship between the two Plans.

Task 12 – State Rail Plan Preparation and Printing

The selected consultant shall be responsible for preparing both the Draft State Rail Plan and the Final State Rail Plan. The Draft and Final State Rail Plans shall each be delivered in PDF format on compact disc or DVD, and the selected consultant shall also print and deliver to CDOT Project Manager 20 paper copies of the Draft State Rail Plan and 50 paper copies of the Executive Summary and Final State Rail Plan.

Once the Draft State Rail Plan is accepted by CDOT it will be made available to rail stakeholders and the public for review and comment. The selected consultant and CDOT Project Manager shall jointly review and evaluate comments received on the Draft State Rail Plan. CDOT Project Manager shall determine changes to be made to the Draft State Rail Plan to create the Final State Rail Plan based on stakeholder and public comment. The selected consultant shall make those changes to produce the Final State Rail Plan.

Deliverables:

- Draft State Rail Plan in PDF format, submitted on CD or DVD
- 20 paper copies of Draft State Rail Plan
- Final State Rail Plan in PDF format, submitted on CD or DVD
- 50 paper copies of Final State Rail Plan
- 20 paper copies of the Executive Summary

Proposal Content:

Responders are encouraged to propose additional tasks or activities if they will substantially improve the results of the project. These items should be separated from the required items on the cost proposal.

The proposal must not exceed 20 double-sided pages, no fancy covers and stapled not bound. An electronic version of the proposal should also be submitted. The page limit does not include the required documents, resumes or cost proposal. The following will be considered minimum contents of the proposal and must be submitted in the order listed:

1. Responder's company name, business address, the contact person's name, telephone number, fax number and email address.
2. A statement of the objectives, goals and tasks to show or demonstrate the responder's view of the nature of the project.
3. A description of the deliverables to be provided by the responder.

4. An outline of the responder's background and experience with examples of similar work completed and a list of personnel who will conduct the project, detailing their training and work experience. No change in personnel assigned to the project will be permitted without the written approval of CDOT's Project Manager.
5. A detailed work plan that will identify the major tasks to be accomplished and be used as a scheduling and management tool, as well as the basis for invoicing. The work plan must present the responder's approach, task breakdown, deliverable due dates and personnel working on the project and the hours assigned to each individual to reach the project results.
6. Identification of the level of CDOT's participation in the project, as well as any other services to be provided by CDOT and details of cost allowances for this participation.
7. The forms and documents required under any of the sections of this RFP.
8. The responder must include a total project cost along with the following:
 - A breakout of the hours by task for each employee;
 - Identification of anticipated direct expenses;
 - Identification of any assumption made while developing the cost proposal; and
 - Identification of any cost information related to additional services or tasks, include this in the cost proposal but identify it as additional cost and do not make it part of the total project cost.

1.30 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. The submission of information in strict accordance with such procedures shall be the SOLE RESPONSIBILITY of the offeror.

PROCEDURE FOR SUBMISSION:

- A. 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/HPTE 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 Director will make a written determination as to the apparent validity of any request for confidentiality. The written determination of the Purchasing Director 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 Director, and not given further consideration.

1.31 ORAL PRESENTATION/SITE VISITS:

Offerors may be asked to make oral presentations in Denver. Such presentations will be at the offeror's expense and for the total evaluation committee and the Purchasing Agent.

1.32 PROPOSAL PRICES:

Estimated proposal prices/amounts are not acceptable. Best and final offers may be considered in determining the apparent successful offeror, if requested, by the evaluation committee after oral presentations. Pricing approaches that emphasize an efficient approach to the consulting services will be favorably considered.

1.33 RFP CANCELLATION:

The State reserves the right to cancel this Request for Proposal at any time, without penalty.

1.34 PARENT COMPANY:

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

1.35 ASSIGNMENT AND DELEGATION:

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

1.36 VENUE:

The laws of the State of Colorado shall govern in connection with the formation, performance and the legal enforcement of any resulting contract.

SECTION 2.0
INFORMATION REQUIRED FROM PROPOSERS
General Offeror Response Format

2.1 BACKGROUND:

This section of the proposal, should demonstrate that the proposer understands the approach to the Freight and Passenger rail plan (State Rail Plan) as described. Please specifically address in detail how *each element* of the Scope of Work will be accomplished.

2.2 CONFLICT IDENTIFICATION:

Identify all current and former contract activity with any existing State agency or transportation authority related to this Project. Indicate when involvement occurred and length of activity, type of activity with such transportation authority, and indicate extent of involvement with such entities.

2.3 WORK EXPERIENCE:

Proposal should list and describe all relevant work experience and qualifications related to the proposed project, including but not limited to:

1. Experience with State Rail Plan development in other states, including examples of similar work done.
2. Experience in other States (best practices/national perspective).
3. Freight, passenger rail and intermodal policy planning experience.
4. Understanding of freight and passenger rail industry dynamics and issues.
5. Experience in railroad operations and strategic planning.
6. Understanding of statewide planning process, key stakeholders, and resources.
7. Knowledge of the political and economic context of rail investments, including economic analysis and funding opportunities.
8. Experience with public outreach plan that will allow public comment and input.
9. Specialized technical or policy expertise (e.g. benefit-cost analysis).
10. Geographic information system (GIS) experience.
11. Ability to quickly deploy staff and resources in short time frame.
12. Strong communication skills.
13. Extensive experience with government transportation agencies.
14. Qualified key staff
15. Competent
16. Creative
17. Past performance
18. Good Quality Control Assurance

2.4 FORMAT FOR PROPOSALS

Firms responding to this RFP should address the following items in no more than 20 pages (excluding appendices).

- A. Overview
- B. Characteristics of the Firm/Relevant Experience
- C. Staffing
- D. Discussion of Freight and Passenger Rail Plan
- E. Proposed schedule
- F. Fees

2.5 SCHEDULE

Within the body of the RFP response the proposer must provide a proposed schedule for completion of the State Rail Plan. Please explain how your firm intends to achieve the schedule it proposes.

2.6 FEES AND EXPENSES

The fees and expenses portion of the RFP response should be provided as a separate appendix to the response and will not count against the page limit.

2.7 VETERANS PREFERENCE:

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

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

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

SECTION 3

EVALUATION CRITERIA

3.1 AWARD OF BID:

This section will outline the evaluation criteria to be used by the evaluation committee in the review, rating, and selection of submitted proposals. After evaluation of the written proposals, CDOT *may* request oral presentations from top-ranked proposers. The highest ranked proposals will be given fair and equal treatment during the second (optional) phase of the evaluation. Oral presentations will not be scored separately as part of this solicitation. Oral presentations will only be used to adjust the proposal scores accordingly (per the same evaluation criteria), based upon the information discussed at the presentation. The top-ranked proposal(s) (following conclusion of all phases of the evaluation) shall be recommended, by the evaluation committee, to enter into contract negotiations. The contract will be awarded to the consultant whose proposal (conforming to the RFP) is deemed to be the most advantageous to the State of Colorado, price and other factors considered. Failure to cooperate with the financial advisor, legal advisors, engineers or other team members or CDOT can constitute reason for termination of a contract for cause.

3.2 EVALUATION PROCESS:

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

3.3 EVALUATION CRITERIA:

The complete proposal package will include, *but not be limited to*, evaluation using the factors listed below. These factors are designed to incorporate specific evaluation of the items presented in Section 1.31 and Section 2 of this RFP.

As stated in Section 2.1, proposals should not simply repeat what is written in Section 1.29 of this RFP – the Scope of Work, but rather evidence the proposer's understanding of the State's requirements and its ability to provide the services needed within a clearly defined and cost-effective budget. (Refer to Section 2 of this RFP).

The overall process will be to evaluate the technical components of all the proposals with the cost component included. The proposals will be evaluated and scored on a 100 point total basis using the following criteria:

1. Qualifications/experience of personnel working on the project and in developing recent State rail plans. (20%)
2. Demonstration of technical experience to successfully complete the project. (15%)
3. Qualifications/experience of company. (15%)
4. Understanding of project scope of work, project intent and objectives. (10%)
5. Knowledge of Federal and state requirements/regulations. (10%)
6. Knowledge of policy, rail infrastructure and finance issues. (10%)
7. Demonstration of project management expertise to successfully complete the project.(10%)
8. Quality and content of the proposal. (5%)
9. Cost detail. (5%)

ATTACHMENT A

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

COLORADO DEPARTMENT OF TRANSPORTATION CONSULTANT CERTIFICATION

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

Independent contractor information:

Please circle **Yes** or **No** and answer each question.

- Is the State the only client the contractor works with? **Y/N**
- Is the contractor registered with the Secretary of State's Office and/or the IRS to conduct business as an independent contractor? **Y/N**
- Does the contractor hire retired state employees to perform the work? **Y/N**
- Does the contractor have their own place of business? **Y/N**
- Does the contractor offer services to the general public and have other clients? **Y/N**
- Does the contractor have unemployment and workers' compensation insurance? **Y/N**

EXHIBIT IC-INDEPENDENT CONTRACTOR STATUS-Part of PO or Contract #

DIRECTION AND CONTROL-REPRESENTATION

Vendor (the term "Vendor" includes Contractors and Grantees) shall perform all of its services and other obligations under the Purchase Order (PO) or Contract (the term "Contract" includes Agreements and Grants) to which this Exhibit is attached, free from the direction and control of the State. Vendor represents that it is customarily engaged in an independent trade, occupation, profession, or business related to the services performed. The latter is a material representation made by Vendor to the State, upon which the State relied in issuing this PO or Contract, and without which, this PO or Contract would not have been issued. In accordance with the foregoing, the State does not and shall not:

Require Vendor to work exclusively for the State; except to the extent Vendor chooses to work exclusively for the State for a finite period of time specified in the PO or Contract;

Establish a quality standard for Vendor; except that the State can provide plans and specifications regarding the work but cannot oversee the actual work or instruct Vendor as to how the work will be performed;

Pay a salary or hourly rate but rather a fixed or contract rate;

Terminate the work during the PO or Contract period unless Vendor violates the terms of the PO or fails to produce a result that meets the specifications of the PO or Contract;

Provide more than minimal training for Vendor;

Provide tools or benefits to Vendor; except that materials and equipment may be supplied;

Dictate the time of performance; except that a completion schedule and a range of mutually agreeable work hours may be established;

Combine the State's business operations in any way with Vendor's business, but instead maintain the State's and Vendor's operations as separate and distinct.

DISCLOSURE

Vendor is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Vendor or some other entity, and Vendor is obligated to pay federal and state income tax on any moneys paid pursuant to the independent contractor relationship created by this PO or Contract. The State shall issue and, Vendor shall accept as proper for tax reporting purposes, a Form 1099 to Vendor for all payments made to Vendor pursuant to this PO or Contract if this payment is 1099 reportable.

VENDOR _____ Vendor's Business Name By: _____ Name of Authorized Individual Title: _____ Official Title of Authorized Individual _____ *Signature Date: _____ * Persons signing for Vendor hereby swear and affirm that they are authorized to act on Vendor's behalf and acknowledge that the State is relying on their representations to that effect.
--

If you do not sign this form you will be deemed non responsive on this solicitation.

Attachment B

Sample Contract

Routing No. _____

STATE OF COLORADO
COLORADO DEPARTMENT OF TRANSPORTATION

STATE CONTRACT

with
[Firm]

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PARTIES

This Contract (hereinafter called "Contract") is entered into by and between [Firm], a [XXXXXX] organized and existing under the laws of the state of [XXXXX] hereinafter called "Contractor", and the STATE OF COLORADO, for the use and benefit of the Colorado Department of Transportation (hereinafter called the "State"). Contractor and the State hereby agree to the following terms and conditions.

EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Contract shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder, including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

RECITALS

5.1 Authority, Appropriation, and Approval

Authority to enter into this Contract exists in the law and funds have been budgeted, appropriated, and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance, and coordination have been accomplished from and with appropriate agencies. The Contractor was selected by the State

through a Request for Proposals dated in August 2010. Through review of capabilities, interviews, and hourly rates, the State selected Contractor as the law firm most advantageous to the State to provide services to the State.

5.2 Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.

5.3 Purpose

The State requires development of State Rail Plan Consulting Services.

5.4 References

All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

5.5 Budget

"Budget" means the budget for the Work described in **Exhibit A**.

5.6 Contract

"Contract" means this Contract, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Contract, and any future modifying agreements, exhibits, attachments, or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

5.7 Contract Funds

"Contract Funds" means funds available for payment by the State to Contractor pursuant to this Contract.

5.8 Evaluation

"Evaluation" means the process of examining Contractor's Work and rating it based on criteria established in **§6** and **Exhibit A**.

5.9 Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Statement of Work).

5.10 Goods

"Goods" means tangible material acquired, produced, or delivered by Contractor either separately or in conjunction with the Services Contractor renders hereunder.

5.11 Party or Parties

"Party" means the State or Contractor and "Parties" means both the State and Contractor.

5.12 Review

"Review" means examining Contractor's Work to ensure that it is adequate, accurate, correct, and in accordance with the criteria established in **§6** and **Exhibit A**.

5.13 Services

"Services" means the required services to be performed by Contractor pursuant to this Contract.

5.14 Subcontractor

"Subcontractor" means third parties, if any, engaged by Contractor to aid in the performance of its obligations.

5.15 Work

"Work" means the tasks and activities Contractor is required to perform to fulfill its obligations under this Contract and **Exhibit A**, including the performance of the Services and delivery of the Goods.

5.16 Work Product

"Work Product" means the tangible or intangible results of Contractor's Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

TERM and EARLY TERMINATION

5.17 Initial Term-Work Commencement

The Parties' respective performances under this Contract shall commence on the later of either the Effective Date or [_____]. This Contract shall terminate on _____, 2015, unless sooner terminated.

5.18 Two-Month Extension

The State, at its sole discretion upon written notice to Contractor as provided in **§16**, may unilaterally extend the term of this Contract for a period not to exceed two months if the Parties are negotiating a replacement Contract (and not merely seeking a term extension) at or near the end of any initial term or renewal term. The provisions of this Contract in effect when such notice is given, including, but not limited to, prices, rates, and delivery requirements, shall remain in effect

during the two-month extension. The two-month extension shall immediately terminate when and if a replacement Contract is approved and signed by the Colorado State Controller.

STATEMENT OF WORK

5.19 Completion

Contractor shall complete the Work and its other obligations as described herein and in **Exhibit A** on or before _____. The State and Contractor may agree on additional Work for future projects by executing an amendment to this Contract and Exhibit A. The State shall not be liable to compensate Contractor for any Work performed prior to the Effective Date or after the termination of this Contract.

5.20 Goods and Services

Contractor shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Contract Funds and shall not increase the maximum amount payable hereunder by the State.

5.21 Employees

All persons employed by Contractor or Subcontractors to perform Work under this Contract shall be Contractor's or Subcontractors' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Contract.

PAYMENTS TO CONTRACTOR

The State shall, in accordance with the provisions of this **§7**, pay Contractor in the amounts and using the methods set forth below:

5.22 Maximum Amount

The maximum amount payable under this Contract to Contractor by the State is \$[XX,XXX] as determined by the State from available funds. Payments to Contractor are limited to the unpaid obligated balance of the Contract set forth in **Exhibit A**.

5.23 Payment

Advance, Interim, and Final Payments

Any advance payment allowed under this Contract or in **Exhibit A** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Contract or such Exhibit. Contractor shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

Interest

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Contractor previously accepted by the State. Uncontested amounts not paid by the State within 45 days shall bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Contractor shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of days' interest to be paid, and the interest rate.

Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the State's current fiscal year. Therefore, Contractor's compensation beyond the State's current Fiscal Year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions. If State or federal funds are used to fund this Contract, in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Contract shall be made only from available funds encumbered for this Contract and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may terminate this Contract immediately, in whole or in part, without further liability in accordance with the provisions hereof.

Erroneous Payments

At the State's sole discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor, may be recovered from Contractor by deduction from subsequent payments under this Contract or other contracts, grants, or agreements between the State and Contractor or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any party other than the State.

5.24 Use of Funds

Contract Funds shall be used only for eligible costs identified herein and/or in the Budget.

REPORTING-NOTIFICATION

Reports, Evaluations, and Reviews required under this **§8** shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with **§19**, if applicable.

5.25 Performance, Progress, Personnel, and Funds

Contractor shall submit a report to the State upon expiration or sooner termination of this Contract containing an Evaluation and Review of Contractor's performance and the final status of Contractor's obligations hereunder. In addition, Contractor shall comply with all reporting requirements, if any, set forth in **Exhibit A**.

5.26 Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency related to this Contract or which may affect Contractor's ability to perform its obligations hereunder, Contractor shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director.

5.27 Noncompliance

Contractor's failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Contract.

5.28 Subcontracts

Copies of any and all subcontracts entered into by Contractor to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subcontracts entered into by Contractor related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subcontracts be governed by the laws of the State of Colorado.

CONTRACTOR RECORDS

5.29 Maintenance

Contractor shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications pertaining in any manner to the Work or the delivery of Services or Goods hereunder. Contractor shall maintain such records until the last to occur of: (i) a period of three years after the date this Contract expires or is sooner terminated, or (ii) final payment is made hereunder, or (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, until such audit has been completed and its findings have been resolved (collectively, the "Record Retention Period").

5.30 Inspection

Contractor shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy, and/or transcribe Contractor's records related to this Contract during the Record Retention Period for a period of three years following termination of this Contract or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Contract, including any extensions or renewals. If the Work fails to conform to the requirements of this Contract, the State may require Contractor to promptly bring the Work into conformity with Contract requirements, at Contractor's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Contractor to take necessary action to ensure that future performance conforms to Contract requirements and exercise the remedies available under this Contract, at law or in equity, in lieu of or in conjunction with such corrective measures.

5.31 Monitoring

Contractor shall permit the State, the federal government, and governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Contractor pursuant to the terms of this Contract using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, onsite checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Contractor's performance hereunder.

5.32 Final Audit Report

If an audit is performed on Contractor's records for any fiscal year covering a portion of the term of this Contract, Contractor shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

CONFIDENTIAL INFORMATION-STATE RECORDS

Contractor shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information includes, but is not necessarily limited to, any state records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, C.R.S. § 24-72-101, *et seq.*

5.33 Confidentiality

Contractor shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Contractor shall be immediately forwarded to the State's principal representative.

5.34 Notification

Contractor shall notify its agents, employees, Subcontractors, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before permitting them to access such records and information.

5.35 Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Contractor or its agents in any way except as authorized by this Contract or approved in writing by the State. Contractor shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Contractor or its agents, except as permitted in this Contract or approved in writing by the State.

5.36 Disclosure-Liability

Disclosure of State records or other confidential information by Contractor for any reason may be cause for legal action by third parties against Contractor, the State, or their respective agents. 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 this **§10**.

CONFLICTS OF INTEREST

Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Contractor's obligations hereunder. Contractor acknowledges that with respect to this Contract, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities, or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations to the State hereunder. If a conflict or appearance of a conflict exists, or if Contractor is uncertain whether a conflict or the appearance of a conflict of interest exists, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Contract.

REPRESENTATIONS AND WARRANTIES

Contractor makes the following specific representations and warranties, each of which was relied on by the State in entering into this Contract.

5.37 Standard and Manner of Performance

Contractor shall perform its obligations hereunder in accordance with the highest standards of care, skill, and diligence in Contractor's industry, trade, or profession and in the sequence and manner set forth in this Contract.

5.38 Legal Authority-Contractor Signatory

Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, and by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms. If requested by the State, Contractor shall provide the State with proof of Contractor's authority to enter into this Contract within 15 days of receiving such request.

5.39 Licenses, Permits, Etc.

Contractor represents and warrants that as of the Effective Date it has and that at all times during the term hereof it shall have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. Contractor warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Contract, without reimbursement by the State or other adjustment in Contract Funds. Additionally, all employees, agents, and Subcontractors of Contractor performing Services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities. Contractor, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal, or non-renewal of licenses, certifications, approvals, insurance, permits, or any such similar requirements necessary for Contractor to properly perform the terms of this Contract is a material breach by Contractor and constitutes grounds for termination of this Contract.

INSURANCE

Contractor and its Subcontractors shall obtain and maintain insurance as specified in this section at all times during the term of this Contract. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Contractor and the State.

5.40 Contractor

Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended (the "GIA"), then Contractor shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Contractor shall show proof of such insurance satisfactory to the State, if requested by the State. Contractor shall require each contract with a Subcontractor that is a public entity to include the insurance requirements necessary to meet such Subcontractor's liabilities under the GIA.

Non-Public Entities

If Contractor is not a "public entity" within the meaning of the GIA, Contractor shall obtain and maintain during the term of this Contract insurance coverage and policies meeting the requirements set forth in **§13(B)**.

5.41 Contractors-Subcontractors

Contractor shall maintain and require each sub-contract with Subcontractors, other than those that are public entities, providing Goods or Services in connection with this Contract, to maintain insurance requirements substantially similar to the following:

Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: **(a)** [\$1,000,000] each occurrence; **(b)** [\$2,000,000] general aggregate; **(c)** \$1,000,000 products and completed operations aggregate; and **(d)** \$50,000 any one fire. If any aggregate limit of Contractor is reduced below \$2,000,000 because of claims made or paid, Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision. If any aggregate limit of Subcontractor is reduced below \$2,000,000 because of claims made or paid, Subcontractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Contractor a certificate or other document satisfactory to Contractor showing compliance with this provision.

Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired, and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

Lawyers' Professional Liability

During the term of this Contract the Contractor shall maintain, in full force and effect, lawyers' professional liability insurance covering services rendered under this Contract in the minimum aggregate amount of \$[50,000,000] per claim and \$[100,000,000] for the aggregate sum insured, or such greater coverages as may be required from time to time of professional services corporations. Contractor's obligations pursuant to this paragraph 13(B)(iv) shall continue during the entire period that any liability may arise and these obligations shall not terminate on the expiration of the other terms of this Contract. Nothing in this paragraph 13(B)(iv) shall limit any greater obligation imposed upon Contractor by law for professional liability insurance.

Additional Insured

The State shall be named as an additional insured on all Commercial General Liability Insurance policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of Contractor and any Subcontractors hereunder.

Primacy of Coverage

Coverage required of Contractor and Subcontractor shall be primary over any insurance or self-insurance program carried by the State.

Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days' prior notice to Contractor and the State by certified mail and in accordance with **§16**.

Subrogation Waiver

All insurance policies in any way related to this Contract and secured and maintained by Contractor or its Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Contractor (in the case of Subcontractors) or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers (in the case of Contractor).

5.42 Certificates

Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the State within 7 business days of the Effective Date of this Contract. No later than 15 days prior to the expiration date of any such coverage, Contractor and each Subcontractor shall deliver to the State or Contractor certificates of insurance evidencing

renewals thereof. In addition, upon request by the State at any other time during the term of this Contract or any subcontract, Contractor and each Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

BREACH

5.43 Defined

In addition to any breaches specified in other sections of this Contract, the failure of either Party to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

5.44 Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if a cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Contract, in whole or in part, if reasonably necessary to preserve public safety or to prevent immediate public crisis.

REMEDIES

If Contractor is in breach under any provision of this Contract, the State shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Contract following the notice and cure period set forth in §14(B). The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

5.45 Termination for Cause and/or Breach

The State may terminate this entire Contract or any part of this Contract. Exercise by the State of this right shall not be a breach of its obligations hereunder. Contractor shall continue performance of this Contract to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work, Services, and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Contract's terms. At the sole discretion of the State, Contractor shall assign to the State all of Contractor's right, title, and interest under such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest. All materials owned by the State in the possession of Contractor shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Contractor to the State and shall become the State's property.

ii. Payments

The State shall reimburse Contractor only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Contract had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Contract by Contractor and the State may withhold any payment to Contractor for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss, including loss as a result of outstanding liens, claims of former lien holders, or for the excess costs incurred in procuring similar goods or services. Contractor shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services, or substitute Goods as cover.

5.46 Early Termination in the Public Interest

The State is entering into this Contract for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or courts. If this Contract ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Contract in whole or in part. Exercise by the State of this right

shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Contract by the State for cause or breach by Contractor, which shall be governed by **§15(A)** or as otherwise specifically provided for herein.

Method and Content

The State shall notify Contractor of such termination in accordance with **§16**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract.

Obligations and Rights

Upon receipt of a termination notice, Contractor shall be subject to and comply with the same obligations and rights set forth in **§15(A)(i)**.

Payments

If this Contract is terminated by the State pursuant to this **§15(B)**, the State shall reimburse Contractor only for accepted performance up to the date of termination.

5.47 Remedies Not Involving Termination

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

Suspend Performance

Suspend Contractor's performance with respect to all or any portion of this Contract pending necessary corrective action as specified by the State without entitling Contractor to an adjustment in price/cost or performance schedule. Contractor shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Contractor after the suspension of performance under this provision.

Withhold Payment

Withhold payment to Contractor until corrections in Contractor's performance are satisfactorily made and completed.

Deny Payment

Deny payment for those obligations not performed that due to Contractor's actions or inactions cannot be performed or, if performed, would be of no value to the State; provided that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

Removal

Notwithstanding any other provision herein, the State may demand immediate removal of any of Contractor's employees, agents, or Subcontractors whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Contract is deemed to be contrary to the public interest or the State's best interest.

Intellectual Property

If Contractor infringes on a patent, copyright, trademark, trade secret, or other intellectual property right while performing its obligations under this Contract, Contractor shall, at the State's option **(a)** obtain for the State or Contractor the right to use such products and services; **(b)** replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or **(c)** if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

NOTICES AND REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by email to the email addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

5.48 State:

5.49 Contractor:

RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any and all software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Contractor in the performance of its obligations under this Contract shall be the property of the State and all Work Product shall be delivered to the State by Contractor upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works.

GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its enterprises, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, and the risk management statutes, C.R.S. § 24-30-1501, *et seq.*, as amended.

STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §19 applies.

Contractor agrees to be governed and to abide by the provisions of C.R.S. § 24-102-205, § 24 102-206, § 24-103-601, § 24-103.5-101, and § 24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Contract, State law, including C.R.S. § 24-103.5-101, and State Fiscal Rules, Policies, and Guidance. Evaluation and Review of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to, quality, cost, and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Contractor's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review, and Rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Contractor demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by CDOT/HPTE, and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final Evaluation, Review, and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (C.R.S. § 24-105-102(6)), or (b) under C.R.S. § 24-105-102(6), exercising the debarment protest and appeal rights provided in C.R.S. §§ 24-109-106, 107, 201, or 202, which may result in the reversal of the debarment and reinstatement of Contractor by the Executive Director upon showing of good cause.

GENERAL PROVISIONS

5.50 Assignment and Subcontracts

Contractor's rights and obligations hereunder are personal and may not be transferred, assigned, or subcontracted without the prior, written consent of the State. Any attempt at assignment, transfer, or subcontracting without such consent shall be void. All assignments, subcontracts, or Subcontractors approved by Contractor or the State are subject to all of the provisions hereof. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance.

5.51 Binding Effect

Except as otherwise provided in §20(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

5.52 Captions

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

5.53 Counterparts

This Contract may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

5.54 Entire Understanding

This Contract represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.

5.55 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; however, the provisions hereof shall not 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, C.R.S. § 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.

5.56 Jurisdiction and Venue

All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

5.57 Modification

1.57.1 By the Parties

Except as specifically provided in this Contract, modifications of this Contract shall not be effective unless agreed to in writing by both Parties in an amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the Policies of the Office of the State Controller, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

By Operation of Law

This Contract is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Contract on the effective date of such change, as if fully set forth herein.

5.58 Order of Precedence

The provisions of this Contract shall govern the relationship of the State and Contractor. In the event of conflicts or inconsistencies between this Contract and its exhibits and attachments, including, but not limited to, those provided by Contractor, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

**Colorado Special Provisions,
The provisions of the main body of this Contract,
Exhibit A.**

5.59 Severability

Provided this Contract can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided the Parties can continue to perform their obligations under this Contract in accordance with its intent.

5.60 Survival of Certain Contract Terms

Notwithstanding anything herein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Contractor fails to perform or comply as required.

5.61 Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under C.R.S. §§ 39-26-101 and 201, *et seq.* Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided, however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Contractor shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Contractor for such taxes.

5.62 Third-Party Beneficiaries

Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract and do not create any rights for such third parties.

5.63 Waiver

Waiver of any breach under a term, provision, or requirement of this Contract, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement.

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COLORADO SPECIAL PROVISIONS

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

5.64 CONTROLLER'S APPROVAL. *CRS §24-30-202 (1).*

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.

5.65 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.

5.66 GOVERNMENTAL IMMUNITY.

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, protections, 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. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

5.67 INDEPENDENT CONTRACTOR

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 deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall not have authorization, express or implied, to bind the State to any contract, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

5.68 COMPLIANCE WITH LAW.

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

5.69 CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not 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 shall not invalidate the remainder of this Contract, to the extent capable of execution.

5.70 BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

5.71 SOFTWARE PIRACY PROHIBITION. *Governor's Executive Order D 002 00.*

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain 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 provision, the State may exercise any remedy available at law or in 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.

5.72 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. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

5.73 VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[*Not Applicable to intergovernmental agreements*] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies 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 owing to the State as a result of final agency determination or judicial action.

5.74 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 shall perform work under this Contract and shall 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 State 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 State 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 State 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 shall comply with all of the other requirements of the State 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.

5.75 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.

SPs Effective 1/1/09

SIGNATURE PAGE

Contract Routing No. _____

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

***Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

[FIRM] By: _____ Title: _____ _____ *Signature Date: _____	STATE OF COLORADO Bill Ritter, Jr. GOVERNOR Colorado Department of Transportation _____ By: Date: _____
	LEGAL REVIEW John W. Suthers, Attorney General By: _____ Assistant Attorney General Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

C.R.S. § 24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER David J. McDermott, CPA By: _____ ☐ Robert Jaros or ☐ Kevin Edwards or ☐ Dennis Diaz Date: _____
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EXHIBIT A – STATEMENT OF WORK

Use material from Section 1.31 as Statement of Work

EXHIBIT B: SAMPLE OPTION FORM LETTER

Date: _____ State Fiscal Year: _____ Option Letter No. _____

SUBJ: (Option for Extending Services); (Option for Increased Quantities); or (Option to Increase/Decrease Total Contract Price)

In accordance with Paragraph(s) _____ of contract routing number __ HAA _____ between the State of Colorado Department of Transportation and _____ covering the period of _____ through _____ the State hereby exercises the option for[an additional one year's performance period (_____ through _____) at the (cost)(price) specified in Paragraph _____]. and/or [increase/decrease the amount of goods/services at the same rate(s) as specified in Paragraph/Schedule/Exhibit _____].

The amount of funds available and encumbered in this contract is increased/decreased by \$ _____ to a new total funds available of \$ _____ to satisfy services/goods ordered under the contract for the current fiscal year (FY 0__). The first sentence in Paragraph _____ is hereby modified accordingly. The total contract value to include all previous amendments, option letters, etc. is \$ _____.

The effective date of this Option Letter is _____.

APPROVALS:

STATE OF COLORADO:

, Governor

By: _____ Date: _____

For the Executive Director

Colorado Department of Transportation

Title _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for goods and/or services provided.

State Controller

BY: _____

Date: _____

Below for CDOT/HPTE internal accounting purposes only:

Fund	Orgn	Appr	Prgm	Func	Obj/Sub obj	Rpt Cat	Project/Phase	Amount
								\$
								\$

ATTACHMENT C: SAMPLE PROJECT EXPERIENCE TEMPLATE

1. Proposer/Team Name:	2. Name of Project:
3. Project Owner Contract No. or State Project No.	4. Type of Services (i.e. T&R Investment Grade Study)
5. Name of Prime Consultant:	6. Company Role: (prime/sub/joint venture partner etc.)
7. Owner (Name): _____ Address: _____ Phone: _____ Project Manager: _____	8. Original Project Budget: \$ _____ Final Project Cost: \$ _____ Work Carried by Own Forces (%): _____
9. Original Project Schedule Milestones: _____ Project Completion Schedule Milestones Achieved: _____	
10. Project Description and Nature of Work Performed by Your Company:	
11. Personnel Included on this RFP Proposal, his/her role, and percent of his/her time proposed for this project.	
12. Briefly describe project challenges, innovative approaches provided by your company, conclusions of study and results, if any, of bond rating and/or loan application.	

[Please make additional copies of this form as needed.]