



PUBLIC WORKS  
308-A Weaverville Road  
P.O. Box 805  
Divide, CO 80814  
(719)687-8812 Fax (719)686-5454

**REQUEST FOR BID**  
**RFB NO.: 02-0110-3285-900-01-2011-01**  
**CDOT - STE C430-015 (17628)**

**DESCRIPTION: Pikes Peak Historical Society Museum Parking Lot**  
**OPENING DATE: Thursday, March 14, 2012**  
**CLOSING DATE: Thursday, March 29, 2012 at 2:00pm MDT**

Teller County Public Works will be receiving sealed bids at **Teller County Public Works 308-A Weaverville Road, P.O. Box 805, Divide, Colorado 80814** up until 2:00 p.m. local time Tuesday, March 29, 2012, at which time the sealed bids will be publicly opened and read aloud considering Pikes Peak Historical Society Museum Parking Lot for Teller County Public Works.

The project is to be bid as outlined. Bidders should bid the project according to the bid schedule. The right is reserved to reject any and all bids. Prices and terms shall remain in effect throughout the project until project completion.

Respondent must submit five (5) bound copies of bid. The five (5) bound copies constitute the submittal. Each submittal must be sealed to provide confidentiality of the information prior to the submission date and time. The bid proposal shall be firmly wrapped, securely sealed, and addressed to the Teller County Public Works, clearly marked "**Bid For Pikes Peak Historical Society Museum Parking Lot**". Teller County will not be responsible for premature opening of bid proposals not properly labeled.

**Responses shall be addressed as follows:**

**Bid For Pikes Peak Historical Society Museum Parking Lot**  
**Teller County Public Works**  
**308-A Weaverville Road**  
**P.O. Box 805**  
**Divide, Colorado 80814**

**Attn: Mr. Bryan Kincaid, ROW Supervisor**

A MANDATORY PRE-BID CONFERENCE will be held at 9:00 a.m., local time, Tuesday March 13, 2012. All interested firms should meet: 805-A Weaverville Road, Divide, CO 80814 at the time and date stated above. Only firms attending this conference will be considered for award of contract.

All questions regarding this Request for Bids should be directed to Bryan Kincaid, Right-of-way Supervisor at (719) 687-8812.

## **GENERAL INSTRUCTIONS**

The terms Bidder, Contractor, Vendor, Supplier and Respondent are used interchangeably in this RFB and mean the person or entity submitting the bid proposal.

Bidder shall not stipulate in his bid proposal any conditions not contained in the specifications, unless specifically requested in the special instructions. Any bid proposals that fail to comply with the literal letter of these instructions and the specifications may be rejected forthwith.

The person signing the bid proposal shall initial all corrections or erasures made on the bid proposal.

Any charges for freight, delivery, containers, packaging, etc., will be included in the bid proposal price.

Award of any contract ensuing from this RFB requires concurrence from the Colorado Department of Transportation. Bid proposals should, therefore, be submitted initially on the most favorable terms, from both price and technical standpoints. Teller County reserves the right to reject any or all bid proposals.

It is understood that the Teller County Public Works reserves the right, notwithstanding anything herein to the contrary; to reject any and/or all bid proposals and to waive informalities in bid proposals, to reject nonconforming, non-responsive, or conditional bid proposals.

All information submitted in response to this bid proposal is public record after the bid proposal opening. The bidder should not include, as a part of the response to the Request for Bid Proposal(s), any information, which the bidder believes to be a trade secret or other privileged or confidential data. If the bidder wishes to include such material with a bid proposal, then the material should be supplied under separate cover and identified as confidential. Statements that the entire bid proposal is confidential will not be honored. Teller County will endeavor to keep that information confidential, separate and apart from the bid proposal, subject to the provisions of the Colorado Open Records Act or order of court.

If a bid proposal contains information that the Bidder does not want disclosed to the public, or used for any purpose other than the evaluation of this offer, all such information must be indicated with the following or similar statement:

"The information contained on page(s) \_\_\_\_\_, shall not be duplicated, used in whole or in part for any purpose other than to evaluate the bid proposal provided; that if a contract is awarded to this company, as a result of the submission of such information, Teller County shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit Teller County's right to use the information contained herein if obtained from another source."

All such non-disclosure items specified in the bid proposal, and in this section, shall be subject to The Colorado Public Records Act or as otherwise provided by law or regulation.

All material provided to Teller County during the RFB process and administration would be expected to be used without restriction by Teller County in the future. Please be specific about any exceptions the Bidder may have to this provision.

In the event that a Bid proposal is rejected, Teller County reserves the right to use any of the concepts or ideas contained therein without incurring any liability.

All Respondent marketing and promotional documentation supplied as part of the bid proposal may be included as addenda to any final contract that may result.

No work shall commence nor shall any invoices be paid until the contractor has: 1. Received a Contract which has been fully executed by the parties, 2. Received Notice to Proceed (NTP), 3. Provided adequate proof of insurance for the risks and in the amounts as specified in the "Insurance Requirements for Contractors" and until such proof is accepted by the Teller County Public Works and has furnished all documents required by the contract

Any discount allowed by the vendor for prompt payment, etc., must be reflected and described in the bid proposal as available discount, and not assumed and included in the pricing on the bid proposal.

No telephone, telegraph, or facsimile bid proposals will be accepted.

Bid proposals must be clearly identified on the front of the envelope by bid proposal title. Responsibility for timely submittal and routing of bid proposals, prior to opening, lies solely with the bidder. Bid proposals received after the opening time specified will not be considered.

Minority Business Enterprises will be afforded full opportunity to submit bid proposals in response to this invitation and will not be discriminated against on grounds of race, color or national origin.

Bid proposals must be furnished exclusive of any Federal, State or Local taxes.

No Bid proposal may be withdrawn by the bidder for a period of one hundred twenty (120) days after the date established as the bid proposal due date.

## **AWARD OF BID:**

Teller County will make the bid award selection based upon the requested information received from the responsive bidders.

### **I. INTENT**

Teller County intends to make an award for the Pikes Peak Historical Society Museum Parking Lot contained herein to the lowest responsive, responsible bidder. All information obtained from the bids will be evaluated in selecting a bid.

Bidders are responsible to carefully examine the specifications prior to preparation and submittal of a bid proposal. Failure to complete any portion of the Request for Bids may be deemed just cause for rejection of your bid.

## **II. TERM**

Bidders are advised that bids shall be binding upon the Bidder throughout the project until project completion, estimated to be during the 2011 calendar year. A Bidder may withdraw or modify their bid any time prior to the bid due date by a written request, signed in the same manner and by the same person who signed the bid proposal.

## **III. ADDENDA TO THE REQUEST FOR BID PROPOSAL(S)**

If it becomes necessary to revise any part of this RFB, an addendum will be provided to all Respondents who have been placed on the official plan holders list with Teller County Public Works.

## **IV. BIDDER RESPONSIBILITY FOR BID PROPOSAL COSTS**

Teller County is not liable for any cost incurred by any Bidder associated with the preparation of a bid or the negotiation of a contract for services prior to the issuing of the contract.

## **V. NON-COLLUSION**

The Bidders shall certify, by completing ATTACHMENT B – Bidder Affidavit, and submitting with bid proposal package: (a) that the Bid proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that the Bidder has not directly or indirectly induced or solicited any other Bidders to put in a false or sham bid proposal; (c) that the Bidder has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing a bid proposal; (d) that the Bidder has not sought by collusion to obtain for themselves any advantage over any other Bidders or over Teller County; and (e) the Bidder shall not violate or cause any person to violate, the Colorado Code of Ethics (C.R.S. 24-18-101 et. seq.).

## **VI. NOTIFICATION**

Each Bidder submitting a bid proposal in response to this RFB will be notified in writing as to acceptance or rejection of their bid proposal. Teller County plans to release such letters within one hundred twenty (120) days of the bid proposal submission date. ``

## **VII. RIGHT TO REJECT BID PROPOSALS AND NEGOTIATION**

Teller County reserves the right to reject any and all bids if it is deemed in the County's best interest, and to resolicit bids if deemed to be in Teller County's best interest.

## **VIII. TAXES**

Teller County, as a governmental unit, is exempt from any and all taxes. Unless otherwise indicated, the prices shown in the bid proposals shall not include taxes of any kind.

## **IX. NON-COLORADO BUSINESS**

Unless waived by Teller County before or at the time that a contract is awarded to a business domiciled outside the State of Colorado, such business shall obtain authorization to do business in the State of Colorado, designate a place of business in Colorado, and appoint an

agent for service of process. Filing requirements may be available at [www.sos.state.co.us/chap5.html](http://www.sos.state.co.us/chap5.html).

Such business must furnish Teller County with a certificate from the Secretary of the State of Colorado to the effect that a certificate of authority to do business in the State of Colorado has been issued and is valid. There shall also be procured from the Colorado Secretary of State a certified copy of the designation of place of business and appointment of agent for service of process, or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process has been made.

The laws of the State of Colorado shall govern any contract (herein referred to as the Contract) executed between the successful bidder and Teller County and any interpretations or constructions thereof. Further, the place of performance and transaction of business shall be deemed to be in the County of Teller, State of Colorado, and in the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado, and more specifically, Teller County, Colorado.

## **X. APPROPRIATION OF FUNDS**

Performance of Teller County's obligations under this RFB, and any contract entered into are expressly subject to appropriation of funds by Teller County and any other Federal, State and/or Local funding sources. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the County's obligations under any contract, or appropriated funds may not be expended due to Teller County's spending limitations, then any contract entered into shall thereafter become null and void by operation of law, and Teller County shall thereafter have no liability for compensation or damages in excess of the County's authorized appropriation for any contract entered into or the applicable spending limit, whichever is less. Teller County shall notify the Bidder as soon as reasonably possible in the event of non-appropriation or in the event a spending limitation becomes applicable.

The funds appropriated for any contract entered into are equal to or exceed the contract amount for the year in which this contract is awarded. For work to be completed in subsequent fiscal years, if any, Teller County will notify the Bidder of the appropriation of funds for such work after the adoption of Teller County's annual appropriation resolution for those years.

The Bidder and Teller County agree and acknowledge as a part of any contract entered into, that no change order or other form or order or directive may be issued by Teller County which requires additional compensable work to be performed, which work causes the aggregate amount payable under the contract to exceed the amount appropriated for any contract entered into as listed above, unless the Bidder has been given a written assurance by the County that lawful appropriations to cover the cost of the additional work have been made or unless such work is covered under a remedy-granting provision in any contract entered into.

## **XI. SPECIFICATIONS**

All prices shall be F.O.B. delivered to the place(s) designated by the Teller County Department of Transportation and shall include all loading, weighing, set up, installation, and incidental charges.

Bidders shall submit proof, meeting all specifications in the Request for Bid Proposal(s), by submittal of test results performed by a third party, arms length, laboratory independent of the manufacturer, processor, supplier or vendor.

**RESULTS OF LABORATORY TESTING DOCUMENTING COMPLIANCE WITH THE SPECIFICATIONS OF THIS BID PROPOSAL MUST BE SUBMITTED WITH THE**

**RESPONSE TO THIS SOLICITATION. BID PROPOSALS NOT CONTAINING THE INFORMATION REQUESTED WILL BE REJECTED.** The successful bidder is required to provide Teller County with test results as requested. Teller County may periodically sample the material for compliance with the specifications.

**XII. REQUIREMENTS**

All prices shall be complete, in place at the specific project for the Teller County Department of Transportation for which these bids are solicited and shall include any/all installation and incidental charges.

**The funding for this project is provided through a Federal Transportation Enhancement (TE) Grant. These funds will be encumbered by a contract between Teller County and Colorado Department of Transportation (CDOT), project STE C430-015 (17628) and as such, there are certain requirements that must be complied with. Please pay special attention to: 1. FHWA Form 1273. 2. Attachment LO. 3. Disadvantaged Business Enterprise. 4. Federal Requirements. All as contained in the Project Manual.**

**Davis Bacon and Buy America are required on this project.**

Prices and terms shall remain in effect for the period throughout project completion, estimated to be during the 2012 calendar year.

**XIII. PENALTIES**

**GENERAL PENALTIES**

Products, which fail to meet any of the other specification requirements (outside of acceptable range), will result in total rejection of the material. The supplier/vendor, at its sole expense, will be required to replace any rejected material plus any material that is contaminated. Any product that is rejected shall be removed by the supplier and replaced with product that meets the material specifications, including handling and transportation charges at no additional cost to Teller County. Removal includes the removal of all-material contaminated by the non-specification material, if any. Teller County at its sole discretion will determine and establish the amount of material contaminated.

**XIV. FAILURE TO COMPLETE WORK ON TIME**

Should, at Teller County's sole discretion, any operations be adversely affected by insufficient availability of the materials/services quoted herein, liquidated damages will be assessed according to Section 108.08 of the latest edition of Colorado Department of Transportation Standard Specifications for Road And Bridge Construction, for each day that any work remains uncompleted after the elapse of contract time. This daily charge will be deducted from any money due the Contractor. This deduction will not be considered a penalty, but as liquidated damages.

**XV. INSURANCE REQUIREMENTS**

Prior to commencement of any work, contractor shall deliver Certificates of Insurance to Teller County Public Works, P.O. Box 805, 308-A Weaverville Road, Divide, CO 80814. The insurance required shall be procured and maintained in full force and effect for the

duration of the Contract and shall be written for not less than the following amounts, or greater if required by law. Certificate Holder shall be Teller County at the above address.

I. Workers' Compensation and Employers' Liability

- A. State of Colorado: Statutory
- B. Applicable Federal: Statutory
- C. Employer's Liability: \$ 100,000 Each Accident  
\$ 500,000 Disease-Policy Limit  
\$ 100,000 Disease-Each Employee
- D. Waiver of Subrogation
- E. Payment and Performance Bonds

Contractor shall furnish a penal bond with good and sufficient surety to be approved by the Board of County Commissioners conditioned that such contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing such person or such person's subcontractors with labor, laborers, materials, rental machinery, tools, or equipment used or performed in the prosecution of the work provided for in such contract and that such contractor will indemnify and save harmless the county to the extent of any payments in connection with the carrying out of any such contract which the county may be required to make under the law.

Contractor shall furnish a performance bond with good and sufficient surety to be approved by the Board of County Commissioners conditioned that such contractor shall perform all of its obligations provided for in the contract.

II. Commercial General Liability on an Occurrence Form including the following coverages: Premises Operations; Products and Completed Operations; Personal and Advertising Injury; Medical Payments; Contractual Liability; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001. Minimum limits to be as follows:

- A. Bodily Injury & Property Damage General Aggregate Limit \$ 1,000,000
- B. Products & Completed Operations Aggregate Limit \$ 1,000,000
- C. Personal & Advertising Injury Limit \$ 500,000
- D. Each Occurrence Limit \$ 500,000

Other General Liability Conditions:

- 1.) Products and Completed Operations coverage to be maintained for one year after final payment. Contractor shall continue to provide evidence of such coverage to the County on an annual basis during the aforementioned period (as appropriate).
- 2.) **Contractor agrees that the insurance provided to the County by and for the Contractor is primary, and any County insurance is secondary.**
- 3.) If coverage is to be provided on Claims Made forms, contractor must refer policy to Risk Management Department for approval and additional requirements.

4.) Colorado Department of Transportation (CDOT) must also be named as “additional Insured” on contractor’s general liability and automobile liability policies.

III. Commercial Automobile Liability coverage to be provided on Business Auto, Garage, or Truckers form. Coverage provided should be at least as broad as found in ISO form CA0001 (BAP), CA0005 (Garage) or CA0012 (Trucker) including coverage for owned, non-owned, & hired autos. Limits to be as follows:

- A. Bodily Injury & Property Damage Combined Single Limit \$1,000,000
- B. Personal Injury Protection Colorado Statutory Limit
- C. Uninsured/Underinsured Motorist Colorado Statutory Limit

IV. Umbrella Liability: \$1,000,000

V. **All Insurance policies** (except Workers Compensation and Professional Liability) **shall include Teller County and its elected officials and employees as additional insured as their interests may appear.** The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for Commercial Auto and Umbrella Liability.

VI. The County reserves the right to reject any insurer it deems not financially acceptable by insurance industry standards. All Insurance Companies shall be licensed to do business in Colorado and shall have an AM Best rating of not less than B+ and/or VII.

VII. Certificates of insurance on all policies shall give the County written notice of not less than thirty (30) days prior to cancellation or change in coverage.

VIII. Contractor shall furnish Teller County separate certificates of insurance for all contractors and sub-contractors. Such certificate must meet all requirements listed above.

IX. Colorado Department of Transportation (CDOT) must also be named as “additional Insured” on contractor’s general liability and automobile liability policies.

**ANY DEVIATIONS FROM THE STANDARDS GIVEN ABOVE MUST BE APPROVED PRIOR TO BID PROPOSAL OPENING BY Teller County Public Works.**

## **XVI. BID SCHEDULE**

Teller County will make the bid award selection based upon the requested information received from bid proposal information from the bidders.

Bidders are required to bid DELIVERED PRICES on Goods or Services.

**RESULTS OF LABORATORY TESTING, DOCUMENTING COMPLIANCE WITH THE SPECIFICATIONS CONTAINED IN THIS REQUEST FOR BID PROPOSAL(S) SHALL BE SUBMITTED WITH THE RESPONSE TO THIS SOLICITATION FOR EACH MATERIAL BID. BID PROPOSALS NOT CONTAINING THE INFORMATION REQUESTED WILL BE REJECTED.**

By submitting a bid, you present that you have (1) thoroughly examined and become familiar with the specifications as outlined in this Request for Bid, and (2) attended the mandatory pre-bid conference, and (3) are capable of performing quality work to achieve the County's objectives.

**CONTRACTOR MUST SUBMIT THE ATTACHED BID SCHEDULE WITH COSTS FOR THE PROJECT.**

### **Bid Schedule**

CLIENT: PIKES PEAK HISTORICAL SOCIETY MUSEUM

PROJECT: Parking Lot Rehabilitation

<b>Item</b>	<b>Qty</b>	<b>Unit</b>	<b>Total</b>	<b>Unit Price</b>	<b>Tot. Price</b>
<i>Quantity Takeoff</i>					
1. Relocate wood fence on S side of property	<b>47</b>	<b>LF</b>	<b>47</b>		
2. Relocate chainlink fence on S side of property	<b>37</b>	<b>LF</b>	<b>37</b>		
3. Grade parking lot area	<b>1</b>	<b>LS</b>	<b>1</b>		
4. Install 3" depth Hot Mix Asphalt (HMA)	<b>1016</b>	<b>SY</b>	<b>1016</b>		
5. Place stamped concrete	<b>3616</b>	<b>SF</b>	<b>3616</b>		
6. Relocate split rail fence on N side of property	<b>20</b>	<b>LF</b>	<b>20</b>		
7. Furnish and plant pine trees	<b>16</b>	<b>EA</b>	<b>16</b>		
8. Seeding	<b>1050</b>	<b>SF</b>	<b>1050</b>		
9. Striping (252 LF plus handicap parking)	<b>1</b>	<b>LS</b>	<b>1</b>		
10. Final site grading and cleanup	<b>1</b>	<b>LS</b>	<b>1</b>		
11. Mobilization and Demobilization	<b>1</b>	<b>LS</b>	<b>1</b>		
12. Site Stormwater Management	<b>1</b>	<b>LS</b>	<b>1</b>		

Placement of BMP's					
<i>Total Cost of Parking Lot Rehabilitation</i>					

## **APPENDIX A**

### **BID PROPOSAL CONTENT & MINIMUM SUBMITTAL REQUIREMENTS**

Respondents are encouraged to submit clear responses to the RFB. Responses of excessive length or ornateness are discouraged. Due to the need for any expedited review of bid proposals, Respondents are cautioned against submitting excessive and extraneous material not directly responsive to the issues raised in the RFB. Instructions regarding scope and content are given in this section.

**The bid proposal and all required submittal forms must contain the signature of a duly authorized officer or agent of the Respondent's company empowered with the right to bind the Respondent.**

To be considered responsive, all bid proposals MUST include the following information for informational purposes only. In order to expedite the evaluation of bid proposals, Respondents shall organize their bid proposals in the sequence, using the same lettering/numbering system, specified below. **Bid proposals not addressing the following informational items (items A-F) may be considered non-responsive:**

A. Staff Resumes Assigned to Project

Identify and provide resumes of the account representative and technical staff that may be assigned to the project. Realizing multiple technical support staff may support such a network; identify the primary contact to be used by Teller County.

B. Experience

Summarize experience and relate its relevance to the proposed project.

C. Project Narrative

Will the Bidder use third party vendors or resellers for any of the services required under the RFB? When would they be used and in what way? How will they be compensated?

Be prepared to give an oral presentation to Teller County representatives.

D. Project Schedule

Indicate a proposed project schedule, showing a completion date no later than December 31, 2012.

Identify any projects constraints.

E. Costs

Provide costs by completing and attaching the bid tab sheet.

## F. References

Bidders shall provide a list of past and present clients for past and present contracts for work of similar size and scope.

## G. Other Requirements

The bidder is required to submit the following Colorado Department of Transportation (CDOT) forms with the Bid Proposal \*:

- CDOT Form 605 – Contractors Performance Capability Statement
- CDOT Form 606 – Anti-Collusion Affidavit
- CDOT Form 621 – Assignment of Anti-Trust Claims
- CDOT Form 714 – Underutilized DBE Bid Conditions Assurance

*\* = Submittals not including these forms will be declared non-responsive*

“The CDOT Form 347, Certification of EEO Compliance, is no longer required to be submitted in the bid package. This form certified that the contractor/proposed subcontractors were in compliance with the Joint Reporting Committee EEO-1 form requirements. The EEO-1 Report must still be submitted to the Joint Reporting Committee if the contractors and subcontractors meet the eligibility requirements (29CFR 1602.7); we will, however, no longer require certification. For additional information regarding these federal requirements, please refer to: <http://www.eeoc.gov/stats/jobpat/e1instruct.html>”

## **ATTACHMENTS**

**ATTACHMENT A** – *PROJECT MANUAL*

**ATTACHMENT B** – *BIDDER AFFIDAVIT*

**ATTACHMENT C** – *DRAFT CONTRACT*

**ATTACHMENT D** – *CDOT FORMS 605, 605, 621, AND 714*

**ATTACHMENT A**  
**PROJECT MANUAL and DRAWINGS**

**Please see electronic files**

**ATTACHMENT B - BIDDER AFFIDAVIT**  
**(Pikes Peak Historical Society Museum Parking Lot)**

A. \_\_\_\_\_, being first duly sworn, deposes and says that:  
Representative is the \_\_\_\_\_ (Owner, partner, officer, representative or agent) of  
(name of firm) \_\_\_\_\_ who is submitting the attached bid proposal.

The Representative certifies that he/she has submitted a bid proposal in full compliance with this RFB and without collusion with any other person, individual or corporation and is fully informed respecting the preparation and contents of the bid proposal and of all pertinent circumstance respecting such bid proposal; Such information provided as a response to this RFB is genuine and not collusive; No representative(s) or any of the officer(s), partner(s), owner(s), agent(s), employee(s) or party(s) in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other company, firm or person replying to this RFB to submit information that is collusive or a sham in connection with such contract or has any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other company, firm or person to fix any overhead, profit or cost element of the submitted proposed price or the proposed price of any other company/firm submitting a bid proposal, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Teller County or any person interested in the proposed contract; and The price(s) quoted in the attached bid proposal is fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the company or firm submitting a bid proposal or any of its agent(s), owner(s), representative(s), employee(s), or party(s) in interest, including this affiant.

In addition, the Representative certifies that he/she has examined the specifications and instructions of this RFB and certifies that he/she must provide proof of insurance if awarded this bid proposal, with the understanding that the award may go to the next lowest responsive bidder if he/she does not provide proof of insurance within the required ten (10) days after Notice of Award.

SIGNED \_\_\_\_\_ TITLE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

DATE: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

STATE OF COLORADO            )  
  )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008

by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

Witness my hand and official seal.

Notary Public \_\_\_\_\_

My commission expires: \_\_\_\_\_

## **ATTACHMENT C – DRAFT CONTRACT**

**Please see electronic file**

**ATTACHMENT D – CDOT FORMS**  
605, 606, 621 and 714  
(must be submitted with bid)

COLORADO DEPARTMENT OF TRANSPORTATION  
**CONTRACTORS PERFORMANCE CAPABILITY STATEMENT**

Project#

1. List names of partnerships or joint ventures  none

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2. List decreases in the contractors fiscal or workmanship qualifications compared to the last prequalification statement submitted to CDOT. (Attach additional sheets if necessary.)

a. Key personnel changes  none

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b. Key equipment changes  none

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c. Fiscal capability changes (legal actions, etc.)  none

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d. Other changes that may effect the contractors ability to perform work.  none

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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 CORRECT TO THE BEST OF MY KNOWLEDGE

Contractor's firm or company name	By	Date
	Title	

2nd Contractor's firm or company name (if joint venture)	By	Date
	Title	

CDOT Form #605 1/92

**COLORADO DEPARTMENT OF TRANSPORTATION  
ANTI-COLLUSION AFFIDAVIT**

PROJECT NO.

LOCATION

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.
- 2A. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project, and will not be so disclosed prior to bid opening.
- 2B. Neither the prices nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
- 3A. No attempt has been made to solicit, cause or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
- 3B. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.
4. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Colorado Department of Transportation, of the true facts relating to submission of bids for this contract.

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.

Contractor's firm or company name	By	Date
	Title	
2nd contractor's firm or company name. (if joint venture.)	By	Date
	Title	

Sworn to before me this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_\_\_

Notary Public	
My commission expires	
<b>NOTE: This document must be signed in ink.</b>	

**COLORADO DEPARTMENT OF TRANSPORTATION  
ASSIGNMENT OF ANTITRUST CLAIMS**

PROJECT NO.

Contractor and Colorado Department of Transportation (CDOT) recognize that in actual economic practice antitrust violations ultimately impact on CDOT. Therefore, for good cause and as consideration for executing this contract and for receiving payments hereunder:

1. Contractor hereby irrevocably assigns to CDOT any and all claims it may now have or which may hereafter accrue to it under federal or state antitrust laws in connection with the particular project, goods or services purchased or acquired by CDOT pursuant to this contract.
2. Contractor hereby expressly agrees:
  - a. That, upon becoming aware that a third party has commenced a civil action asserting on Contractor's behalf an antitrust claim which has been assigned to CDOT hereunder, Contractor shall immediately advise in writing:
    - (1) Such third party that the antitrust claim has been assigned to CDOT, and
    - (2) CDOT that such civil action is pending and of the date on which, in accordance with subparagraph a. (1) above, Contractor notified such third party that the antitrust claim had been assigned to CDOT;
  - b. To take no action which will in any way diminish the value of the claims or rights assigned or dedicated to CDOT hereunder; and
  - c. Promptly to pay over to CDOT its proper share of any payment under an antitrust claim brought on Contractor's behalf by any third party and which claim has been assigned to CDOT hereunder.
3. Further, Contractor agrees that in the event it hires one or more subcontractors to perform any of its duties under the contract, Contractor shall require that each such subcontractor:
  - a. Irrevocably assign to CDOT (as a third party beneficiary) any and all claims that such subcontractor may have or which may thereafter accrue to the subcontractor under federal or state antitrust laws in connection with any goods or services provided by the subcontractor in carrying out the subcontractor's obligations to Contractor;
  - b. Upon becoming aware that a third party has commenced a civil action on the subcontractor's behalf asserting an antitrust claim which has been assigned to CDOT hereunder, shall immediately advise in writing:
    - (1) Such third party that the antitrust claim has been assigned to CDOT, and
    - (2) Contractor and CDOT that such civil action is pending and of the date on which, in accordance with subparagraph b. (1) above, the subcontractor notified such third party that the antitrust claim had been assigned to CDOT;
  - c. Take no action which will in any way diminish the value of the claims or rights assigned or dedicated to CDOT hereunder; and
  - d. Promptly pay over to CDOT its proper share of any payment under an antitrust claim brought on the subcontractor's behalf by any third party and which claim has been assigned or dedicated to CDOT pursuant hereto.

I, acting in my capacity as officer of a bidder (bidders if a joint venture) do agree to the above assignment of antitrust claims.

Contractor's firm or company name	By	Date
	Title	
2nd contractor's firm or company name. (if joint venture.)	By	Date
	Title	

CDOT Form #621 12/91



**COLORADO DEPARTMENT OF TRANSPORTATION  
UNDERUTILIZED DBE (UDBE) BID  
CONDITIONS ASSURANCE**

Project #:

Location:

Instructions: Contractor - Complete and submit this form with your bid. Report only Underutilized DBE (UDBE) participation percentages which qualify under the contract goal specification for this project. It is important to review CDOT Form #715 instructions BEFORE completing this form.

**POLICY**

It is the policy of the Colorado Department of Transportation that underutilized disadvantaged business enterprises have equal opportunity to participate in the performance of contracts financed with federal, state or local entity funds.

**UNDERUTILIZED DBE PARTICIPATION COMMITMENT**

- 1) Will your company's Underutilized DBE (UDBE) participation meet contract goals?       yes    no  
 2) Total intended Underutilized DBE (UDBE) percentage amount from **Box A** below:      .   %  
 3) List the UDBE firms, committed work items, and eligible UDBE percent of your bid that you are committing to each

UDBE firm name	Certification expiration date	Committed work item(s)	Subcontract category	Eligible UDBE %* <small>See Form #715</small>
1.	/ /		<input type="checkbox"/> Trucker <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Broker	.   %
2.	/ /		<input type="checkbox"/> Trucker <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Broker	.   %
3.	/ /		<input type="checkbox"/> Trucker <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Broker	.   %
4.	/ /		<input type="checkbox"/> Trucker <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Broker	.   %
5.	/ /		<input type="checkbox"/> Trucker <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Broker	.   %
<b>Box A: Total eligible UDBE percentage amount:</b> (Round percentage amounts to the nearest hundredth)				.   %

\* Additional instructions on how to calculate the actual eligible amounts and percentages for the trucker, subcontractor, supplier, and broker categories are available on the CDOT Form #715 and in the "Counting DBE Participation Toward Contract Goals and CDOT's annual DBE goal" section of the "DBE - Definitions and Requirements" In the *Standard Special Provisions*.

I understand that, if my company is determined to be the low bidder for the contract on this project, I must submit a completed CDOT Form #715 CERTIFICATION OF UNDERUTILIZED DBE PARTICIPATION for each firm listed on this form to the Transportation Department by 4:00 pm on the **third** work day after the day bids are opened. The actual amounts submitted on each CDOT Form #715 must equal or exceed the percentage commitments documented on this form. In addition, if my company does not meet the DBE/UDBE goal for this project, I must submit a completed CDOT Form #718 DBE GOOD FAITH EFFORT DOCUMENTATION before 4:00 pm on the **day after** bids are opened. CDOT Form #715s submitted for firms not included on this form, OR for amounts exceeding those listed on this form, will be accepted but NOT counted as Good Faith Efforts. Only efforts the contractor made prior to the bid opening will count as Good Faith Efforts.

I understand my obligation to abide by the policy stated above. I shall not discriminate on the basis of race, color, age, sex, national origin, or handicap in the bidding process or the performance of contracts.

**I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE IN THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.**

Company name:

Date:

/ /

Company officer signature:

Title: