

Form A

Design-Builder Information

Project & DB Contract #: I-24 Shellmound Bridges (DB2503)

Design-Builder/Name of Company: _____

Year Established: _____

Federal Tax ID No.: _____

Name of Official Representative: _____

Contact Person: _____

Address: _____

Telephone No.: _____

Fax No.: _____

E-mail address: _____

Business Organization (check one):

- Corporation (If yes, indicate the State and Year of Incorporation):
- General Partnership Joint Venture
- Other (describe):

Business Address: _____

Office Performing Work: _____

Contact Telephone Number: _____

If the entity is a Joint Venture or General Partnership, indicate the name and role of each member company in the space below. Complete a separate Design-Build Information form (Form A) for each member company and attach it to the Proposal. Also indicate the name and role of each other financially liable party and attach a separate form.

Name of Member Company	Role

Under penalty of perjury, I certify that I am the company's official representative, and that, to the best of my knowledge and belief, following reasonable inquiry, the foregoing is true and correct.

Signature:	Print Name:	
Date:	Title:	

Form AT
Attestation RE Personnel Used in Contract Performance

DESIGN-BUILD CONTRACT NUMBER:	DB2503
LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Entity, identified above, does hereby attest, certify, warrant, and assure that the Entity shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

SIGNATURE & DATE: _____

NOTICE: This attestation **MUST** be signed by an individual empowered to contractually bind the Design-Builder. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Design-Builder.

Form B

Summary of Comparable Projects

1. Design-Builder/Company Name:	2. DB Contract #: DB2503 Project: I-24 Shellmound Bridges
3. Owner Contract No./State Project No.:	4. Type (Construction, Design-Build, Design):
5. Name of Prime:	6. Company Role: (joint venture partner, subcontractor, etc.)
7. Owner (Name): Address: Phone: Contact Person:	8. Original Project Budget: \$ Final Project Cost: \$ Work Carried by Own Forces (%):
9. Original Project Schedule Milestones: Project Completion Schedule Milestones:	
10. Project Description and Nature of Work Performed by Your Company:	

Form C

Receipt of Addenda/Clarifications

Project & DB Contract #: I-24 Shellmound Bridges (DB2503)
Proposer Name: _____
Date: _____

The undersigned acknowledges receipt of the addenda to the RFP as indicated below.

ADDENDA

Addendum/Clarification No.	_____	Dated	_____
Addendum/Clarification No.	_____	Dated	_____
Addendum/Clarification No.	_____	Dated	_____
Addendum/Clarification No.	_____	Dated	_____
Addendum/Clarification No.	_____	Dated	_____

Failure to acknowledge receipt of all addenda may cause the Proposal package to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with response to this RFP.

Signature:	_____	Print Name:	_____
Date:	_____	Title:	_____

Form COI

Conflict of Interest Disclosure Statement

Project & DB Contract #: I-24 Shellmound Bridges (DB2503)

Background

The integrated nature of Design-Build creates the potential for conflicts of interest. Disclosure, evaluation, and management of these conflicts and of the appearance of conflicts, require attention to State and federal Laws in the contracting process. The Tennessee Department of Transportation ("TDOT") has developed Conflict of Interest Disclosure Guidelines ("COI Disclosure Guidelines"). The COI Disclosure Guidelines are intended to summarize the key governing standards of State and Federal Laws, include definitions of key terms, and describe the COI Disclosure Process.

Federal Standards

Pursuant to 23 USC 112(b)(3), the Federal Highway Administration (FHWA) has promulgated administrative rules that affect federally funded Design Build procurements and related procurements. These rules, which are in 23 Code of Federal Regulations (CFR) Parts 635 and 636, are used as the basis for TDOT's guidelines on the subject. The main rule on Organizational Conflicts of Interest in Design Build transactions is 23 CFR § 636.116. This rule affects not only Design Build procurements, but also "any contract for engineering services, inspection or technical support in the administration of the Design Build contract."

These rules specifically regulate both organizational and individual conflicts of interest. The federal rules define "organizational conflict of interest" as follows:

"Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage." (23 CFR § 636.103)

Organizational Conflict of Interest Policy

TDOT may disqualify the Design-Builder if any of its Major Participants belong to more than one Design-Builder organization. If any Major Participants of different Design-Builder organizations belong to the same parent company, each Design-Builder must describe how the participants have avoided conflicts of interest during the procurement phase of the Project.

The Design-Builder agrees that, if after award, an Organizational Conflict of Interest is discovered, an immediate and full disclosure in writing must be made to TDOT that must include a description of the action that the Design-Builder has taken or proposes to take to avoid or mitigate such conflicts. If an Organizational Conflict of Interest is determined to exist, TDOT may, at its discretion, cancel the Contract. If the Design-Builder was aware of an Organizational Conflict of Interest prior to the award of the Contract and did not disclose the conflict to TDOT, TDOT may terminate the Contract for default.

Disclosure Pursuant to 23 CFR Section 636.116(a)(2)(v)

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of Design-Builder which may result, or could be viewed as, an Organizational Conflict of Interest in connection with the RFP.

The Design-Builder shall disclose:

- a. Any current contractual relationships with TDOT (by identifying TDOT contract number and project manager);
- b. Any present or planned contractual or employment relationships with any current TDOT employee;
- c. Any current relationships between the Major Participants, Key Personnel, Design Professionals, or Subcontractors of the Design-Builder on other TDOT projects; and
- d. Any other circumstances that might be considered to create a financial interest in the contract for the Project by any current TDOT employee if the Design-Builder is awarded the contract.

The foregoing is provided by way of example and shall not constitute a limitation on the disclosure obligations.

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____

Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Signature

Name

Title

Company Name

Form CP&PB
Department of Transportation
Contract Payment and Performance Bond

Project & DB Contract #: I-24 Shellmound Bridges (DB2503)

Be it known that _____, as Design-Builder, and _____, as Surety(ies), all authorized to do business in the State of Tennessee, hereby bind themselves to the State of Tennessee, Department of Transportation, and other potential claimants, for all obligations incurred by the Design-Builder under its contract with the State of Tennessee, Department of Transportation, for the construction of the above identified contract; in the full contract amount of _____ (\$_____).

The obligations of the Design-Builder and Surety(ies) under these payment and performance bonds shall continue in full force and effect until all materials, equipment and labor have been provided AND all requirements contained in the Contract Documents, plans and specifications have been completed in a timely, thorough and workmanlike manner. The parties agree that these bonds are statutory in nature and are governed by the provisions contained in Title 54, chapter 5 of the Tennessee Code Annotated relating to bonds required of contractors and that those provisions constitute a part of this bond.

By this instrument, the Design-Builder and Surety(ies) specifically bind themselves, their heirs, successors, and assigns, *in solido*, under the following bonds:

Payment Bond. To the Tennessee Department of Transportation and all "Claimants," as contemplated by T.C.A. Title 54, chapter 5, in the full contract amount of _____

_____ (\$_____), in order to secure the payment in full of all timely claims under the Project.

Performance Bond. To the Tennessee Department of Transportation in the full contract amount of _____

_____ (\$_____), in order to secure the full and faithful performance and timely completion of the project according to its scope, plans and specifications, inclusive of overpayments to the contractor and liquidated damages as assessed.

Upon receipt of notice that the Design-Builder is in default under the contract, the Surety(ies) shall undertake to complete performance, without regard to cost. If the Surety(ies) fail or refuse to complete performance of the contract, the Department may then proceed with the work in any lawful manner that it may elect until it is finally completed. When the work is thus finally completed, the total cost of the same will be computed. All costs and charges incurred by the Department in completing the work will be deducted from any monies due or which may become due to the Design-Builder. If the total costs of completion exceeds the sum which would have been payable under the Contract, then the Principal and the Surety(ies), in solido, shall be liable for and shall pay to the Department the amount of such excess.

In witness whereof we have signed this instrument as dated.

Design-Builder (1) _____

By: _____ Date: _____

Printed Name and Title

Design-Builder (2)* _____

By: _____ Date: _____

Printed Name and Title

Surety 1 _____ Surety 2* _____

By: _____

Attorney-in-Fact

Printed Name and Title

Agency Name

Street Address

City/State/Zip

(Seal)

By: _____

Attorney-in-Fact

Printed Name and Title

Agency Name

Street Address

City/State/Zip

(Seal)

Subsequent correspondence/communication from TDOT with respect to monthly progress reports and/or the contract bonds should be directed to:

Surety 1 _____

Surety 2* _____

By: _____

By: _____

Attorney-in-Fact

Attorney-in-Fact

Printed Name and Title

Printed Name and Title

Agency Name

Agency Name

Street Address

Street Address

City/State/Zip

City/State/Zip

*NOTE: The signature and information for Design-Builder (2) and Surety (2) is to be provided when there is a joint venture.

Form LC

Lobbying Certificate

Project & DB Contract #: I-24 Shellmound Bridges (DB2503)

The undersigned certifies, to the best of his or her knowledge and belief, that CHECK ONE:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of ANY Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Design-Builder _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Design-Builder understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Date

Company Name

Signature

Name and Title

NOTE: DESIGN-BUILDER IS REQUIRED PURSUANT TO FEDERAL LAW TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

Form TPSP

Technical Proposal Signature Page

DESIGN-BUILDER: _____ TELEPHONE No.: _____

ADDRESS: _____

CONTRACTOR LICENSE No.: _____

LICENSE CLASSIFICATION: _____

PROJECT: I-24 Shellmound Bridges, Marion County

DB CONTRACT No.: DB2503

TO THE TENNESSEE DEPARTMENT OF TRANSPORTATION:

FIRM OFFER, SCOPE OF FIRM OFFER. The Design-Builder hereby submits this its Firm Offer in response to that Request for Proposals (RFP) issued _____, ____20____, as amended by addenda.

Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____

to execute the Contract, consisting of the Contract Documents, as those terms are defined in the **DB Standard Guidance**, within the time period stipulated in the Contract Documents if awarded the Contract, and upon Contract execution to perform the Contract in accordance with its terms. Such Firm Offer shall remain open for a minimum of 180 Calendar Days from the original Proposal Due Date, or for such longer period to which the Design-Builder may consent. Notwithstanding the foregoing, the Design-Builder's execution of the Contract shall constitute evidence that its Firm Offer was held open to date of Contract execution.

The following portions of the Design-Builder's Technical Proposal and Price Proposal (collectively, its "Proposal") are included in this Firm Offer in accordance with the criteria established in the Design-Build Contract and all associated Contract Documents:

Technical Proposal: Those portions of the Proposal that meet or exceed TDOT's minimum Contract requirements, as determined by TDOT in its sole discretion, shall be incorporated into the resulting Contract as if fully set forth therein, and shall constitute additional minimum Contract requirements. Upon incorporation, such portions of the Proposal shall amend the minimum Contract requirements they exceed. Those portions of the Technical Proposal that do not meet or exceed the minimum Contract requirements established by TDOT shall **not** be incorporated into the contract.

Price Proposal: The total of prices proposed in the Price Proposal "Schedule of Items" (the "Proposal Price"), shall be incorporated into the resulting Contract as if fully set forth therein.

EQUAL OPPORTUNITY CLAUSE. The Design-Builder, hereby certifies that **(CHECK ONE)** it has has not , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 11246, 10925 and 11114 as amended, and that **(CHECK ONE)** it has has not , filed with the Office of Federal Contract Compliance Program all reports due under the applicable filing requirements.

PROPOSAL SECURITY. By submitting this Proposal, the undersigned Design-Builder hereby agrees to be bound by the award of the Contract and, if awarded the Contract on this Proposal, to execute the required Contract and the required Contract Payment and Performance Bond within ten (10) days after receipt of notice of the award. The undersigned Design-Builder submits herewith the required Proposal guaranty in an amount of not less than five (5%) percent of the total amount of the Price Proposal drawn to the order of the Tennessee Department of Transportation offered and agrees and consents that the Proposal guaranty shall immediately be at the disposal of the Department, not as a penalty, but as an agreed liquidated damage if the required Contract and Contract Payment and Performance Bond are not executed within ten (10) days from receipt of the notice of award.

DBE PROJECT UTILIZATION GOAL is N/A.

GOOD FAITH EFFORTS. The Design-Builder will either meet the DBE utilization goals identified herein or will make good-faith efforts to meet such goals. **(CHECK ONE)** YES NO or N/A .

DESIGN-BUILDER DBE STATUS. The Design-Builder affirms that the Design-Builder is certified as a DBE under Tennessee Law: **(CHECK ONE)** YES NO or N/A . The Design-Builder affirms that one or more joint-venture partners of the Design-Builder is certified as a DBE under Tennessee Law: **(CHECK ONE)** YES NO or N/A .

If the Design-Builder or a joint-venture partner of the Design-Builder is a DBE, answer the following:

Indicate both type of work to be performed by the DBE Design-Builder and **percent** of total Proposal Price represented by such work

Identify by name each joint venture partner certified as a DBE under Tennessee Law and include both type of work to be performed by each such joint venture partner and percent of total Proposal Price represented by such work

DESIGN-BUILDER AFFIRMATIONS.

The undersigned Design-Builder, its authorized representative, acknowledges, represents, attests, warrants and certifies that:

- (1) By submitting this Proposal, the Design-Builder represents that it has carefully examined the Contract, which includes **Contract Book 1 (ITP - Instruction to Proposer)**, **Contract Book 2 (Design-Build Contract)**, **Contract Book 3 (Project-Specific Information)** and all referenced documents, including the **Design-Build Standard Guidance**, and that it has carefully examined any Plans provided by the Department, the Standard Specifications for Road and Bridge Construction adopted by the State of Tennessee, Department of Transportation, with subsequent revisions which are acknowledged to be a part of this Proposal, the Special Provisions, the Standard Drawings, the Proposal Form, the Form of Contract, all Contract Documents and Addenda, and thoroughly understands their stipulations, requirements, and provisions. The Design-Builder, acting through its authorized representatives, has read and understands, and agrees to be bound by and comply with all RFP instructions, terms and conditions, together with all Addenda, if any, issued.
- (2) The Design-Builder, acting through its authorized representatives, has made a proper examination of the Project Site work described herein and all work locations and has become familiar with local conditions and the character and extent of the work.
- (3) The Design-Builder, acting through its authorized representatives, has read and understands, and agrees to be bound by and comply with the terms of the Contract identified, included, or incorporated by reference into the RFP before submitting its Proposal.
- (4) The Design-Builder has determined the quality and quantity of materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and has arranged for the continuous prosecution of the work herein described.
- (5) By submitting this Proposal, the Design-Builder agrees to provide all necessary equipment, tools, labor, incidentals, and other means of construction, to do all the work, and furnish all the materials of the specified requirements which are necessary to complete the work in accordance with the Plans, the Specifications and all Contract Documents, and agrees to accept as payment in full therefor described in the Contract that are set forth in this Proposal. Compensation for "Extra Work" which may be required by the Department in connection with the construction and completion of the work, but which was not reflected in the Proposal scope at the time of bidding, will be made in the following manner: work will be compensated in accordance with the applicable Contract Documents.
- (6) The Proposal was prepared independently from all other Design-Builders, and without collusion, fraud, or other dishonesty.
- (7) Neither the Design-Builder nor anyone representing the Design-Builder offered or gave any advantage, gratuity, bonus, discount, bribe or loan of any sort to TDOT or its agents, employees, or anyone representing TDOT, or engaged in any other type of anti-competitive conduct at any time during this procurement.
- (8) If awarded the Contract, the Design-Builder shall utilize in performance of the Contract all resources indicated in its Proposal, including Major Participants, Key Personnel, and Design Professionals, to the extent within the Design-Builder's control and through application of the Design-Builder's best efforts.

- (9) If awarded the Contract, the Design-Builder shall make all Personnel, including Design Professionals, identified in its Proposal available at all times and places required under the terms of the Contract, and shall ensure that such Personnel devote all efforts necessary for all periods of time necessary or required under the terms of the Contract, to timely fulfill all Contract obligations.
- (10) The Design-Builder has the power and authority to enter into and perform the Contract to be awarded, and the Contract, when executed and delivered, shall be a valid and binding obligation enforceable according to its terms.
- (11) If the Design-Builder is a joint venture or partnership, each joint venturer or partner has signed this Technical Proposal Signature Page on behalf of both itself and the Design-Builder, and each joint venturer or partner and the Design-Builder shall be jointly and severally liable for performing all of the duties and meeting all of the obligations of the Design-Builder under the terms of the RFP, Proposal and Contract to be entered into.
- (12) The Design-Builder acknowledges that TDOT has the right to modify the Contract prior to execution to (a) correct typographical errors, (b) reconcile inconsistencies within and among the Contract Documents, (c) conform terminology used throughout the Contract, (d) include omitted terms clearly contemplated by the language in the Contract, (e) add terms required under State or federal law, and (f) incorporate those portions of the Technical Proposal and Price Proposal, as set forth under, if so, as may be authorized under applicable statutes and rules.
- (13) The Design-Builder intends its Proposal Price to constitute full compensation for performance of all Contract obligations, including those additional minimum Contract requirements proposed in the Technical Proposal and incorporated in the Design-Build Contract.
- (14) The Design-Builder agrees to be bound by and will comply in all respects with the terms of the resulting Contract upon award.
- (15) TDOT will not be liable for any expenses incurred by the Design-Builder in preparing and submitting its Proposal or in participating in the Proposal evaluation/selection process.
- (16) In the event the Design-Builder has engaged in unlawful anti-competitive conduct or behavior prohibited under the terms of the RFP during this procurement or lacks power or authority or fails for any reason to execute the Contract if awarded to it within the time period specified in the RFP or agreed to by the Parties, the Design-Builder shall forfeit its Proposal Bond and be disqualified from further consideration for Contract award and eligibility for receipt of a Proposal stipend.
- (17) The Design-Builder certifies that it is not under the control of any person, firm, partnership, or corporation, which has or exercises any control of any other person, firm, partnership, or corporation, that is submitting a Proposal on this Contract.

BEFORE ME APPEARING THE UNDERSIGNED AND BEING BY ME DULY SWORN, UPON HIS/HER OATH INDIVIDUALLY AND IN HIS/HER REPRESENTATIVE CAPACITY ON BEHALF OF THE DESIGN-BUILDER, DEPOSES AND STATES:

I, the undersigned, am a duly-authorized representative of the Design-Builder and have been authorized by the Design-Builder (a) to make in the name of and on behalf of the Design-Builder all acknowledgments, representations, attestations, warranties, and certifications contained herein and elsewhere in the Proposal, (b) to execute this Technical Proposal Signature Page and (c) by my signatures to bind the Design-Builder to the terms of its Proposal.

And further, that (a) the acknowledgments, representations, attestations, warranties, and certifications contained herein and elsewhere in the Proposal are true and correct, and (b) all copies of the Technical Proposal and Price Proposal submitted with the originals are true and correct copies of the originals. This is an official document that is required or authorized by law to be made under oath and is presented in an official proceeding. A person who makes a false statement in this certification is subject to the penalties of perjury.

_____ Sworn to and subscribed before me
Design-Builder (1) this _____ day of _____,

By: _____

_____ Notary Public
Printed Name and Title My commission expires _____

(Seal)

_____ Sworn to and subscribed before me
Design-Builder (2)* this _____ day of _____,

By: _____

_____ Notary Public
Printed Name and Title My commission expires _____

(Seal)

*NOTE: The signature and information for Design-Builder (2) is to be provided when there is a joint venture.

**THIS TECHNICAL PROPOSAL SIGNATURE PAGE MUST BE SIGNED IN BLUE INK. ANY ALTERATIONS, INTERLINEATIONS, OR ERASURES TO THE PROPOSAL MUST BE INITIALED ON THE ORIGINAL COPY IN INK BY THE SIGNATORY TO THIS TECHNICAL PROPOSAL COVER SHEET AND SIGNATURE PAGE.