

**TECHNICAL PROPOSAL SIGNATURE PAGE AND
PROPOSAL FIRM OFFER
FORM TPSP&PFO**

DESIGN-BUILDER: _____ TELEPHONE No. _____

ADDRESS: _____

CONTRACTOR'S LICENSE No. _____

LICENSE CLASSIFICATION _____

PROJECT: **Interstate 40 West Exit Ramp At Stewarts Ferry Pike - Davidson County** (the "Project")

DB CONTRACT No.: **DB0801**

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 _____, as amended by Addenda ___ through ___ 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 Form SI, "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.

ADDENDA. Design-Builder acknowledges receipt of the following Addenda:

Addenda No. DATE

Addenda No. DATE

Addenda No. DATE

Addenda No. DATE

Addenda No. DATE

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.

COMPLETION OF ON-SITE WORK. The Design-Builder, if awarded the Contract, will complete all On-Site work by: with Interim Completion Dates as follows:

Interim Completion Date #1:

Interim Completion Date #2:

DBE PROJECT UTILIZATION GOAL is 0%.

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 (Instruction to Design-Builders – ITBD), Contract Book 2 (Design-Build Contract), Contract Book 3 (Project Specific Information)** and all referenced documents, the **DB Standard Guidance**, ;has carefully examined any Plans provided by the Department, the Standard Specifications for Road and Bridge Construction (March 1, 2006) 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 the Form of Contract Payment and Performance Bond; 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) The Design-Builder has the power and authority to make and be bound by the terms of this it's FIRM OFFER for the FIRM OFFER period.
- (9) 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.
- (10) 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.
- (11) 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.
- (12) If the Design-Builder is a joint venture or partnership, each joint venturor or partner has signed this Technical Proposal Signature Page and Proposal Firm Offer on behalf of both itself and the Design-Builder, and each joint venturor 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.
- (13) 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 included in the Firm Offer, as set forth under "FIRM OFFER, SCOPE OF FIRM OFFER," modified, if so, as may be authorized under applicable statutes and rules.
- (14) 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 in accordance with the criteria and requirements referenced in section entitled, FIRM OFFER, SCOPE OF FIRM OFFER.

- (15) The Design-Builder agrees to be bound by and will comply in all respects with the terms of the resulting Contract upon award.
- (16) 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.
- (17) 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, withdraws its FIRM OFFER or any aspect of it prior to expiration of the FIRM OFFER period, 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 Security and be disqualified from further consideration for Contract award and eligibility for receipt of a Proposal stipend.

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 Proposal Firm Offer and the Price Proposal Cover Sheet and Signature Page on behalf of the Design-Builder, and (c) by my signatures to bind the Design-Builder to the terms of its FIRM OFFER

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.

Design-Builder: _____

By: _____ **

Signature

Printed Name and Title

Design-Builder (1) being a _____ composed of officers, partners, or

(Type of business entity)

owners as follows:

[Redacted]

Name/Title

[Redacted]

Name/Title

[Redacted]

Name/Title

[Redacted]

Name/Title

[Redacted]

Name/Title

[Redacted]

Name/Title

The Design-Builder FEIN ID# or SSN# (required):

[Redacted]

The Design-Builder Single Point of Contact (Type or Print):

[Redacted]

Title: [Redacted]

Telephone Number: [Redacted]

Fax Number: [Redacted]

Cell Phone Number and Pager:

[Redacted]

Company: [Redacted]

Address: [Redacted]

[Redacted]

SUBSCRIBED AND SWORN TO ME ON THIS THE [Redacted] OF [Redacted], [Redacted]

NOTARY PUBLIC

My Commission Expires: _____

*****THIS TECHNICAL PROPOSAL SIGNATURE PAGE AND PROPOSAL FIRM OFFER 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.***