**FORM A: PROPOSAL LETTER**

OFFEROR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Proposal Date: , 2024

Ohio Department of Transportation 1980 W. Broad Street

Columbus, Ohio 43223

Attn: Chase Wells, Alternative Project Delivery

The undersigned (“**Offeror**”) submits this proposal (this “**Proposal**”) in response to that certain Request for Proposals (**RFP**) issued by the Ohio Department of Transportation (the Department), dated March 1, 2024, as amended, to develop, design, and potentially construct the JEF-7-25.67 Mine Reclamation (the Project), as more specifically described in the RFP Documents. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP and the RFP Documents.

In consideration for the Department supplying us, at our request, with the RFP Documents and agreeing to examine and consider this Proposal, the undersigned undertakes [jointly and severally] *[if Offeror is a joint venture or association other than a corporation, limited liability company or a partnership, leave in words “jointly and severally” and delete the brackets; otherwise delete the entire phrase]:*

In submitting this Proposal, the Offeror understands and agrees that, if selected as the best value Offeror by the Department, the Department and Offeror will enter into limited, good faith negotiations, as described in Section 8.1.1 (Limited, Good Faith Negotiations) of the ITO within the parameters set forth in 23 CFR 636.513 with respect to (i) scope, schedule and any other information provided by the best value Offeror in its Proposal, and (ii) pricing compensation structure and allocation of risk as contemplated and as set forth in the PDBC. The Offeror understands and agrees that any such resulting modifications of the PDBC following such limited good faith negotiations shall be mutually acceptable to the Department and the Offeror prior to execution of the PDBC by the Offeror and the Department.

If selected by the Department as the best value Offeror, Offeror agrees to do the following or, if not the Contractor, to cause the Contractor to do the following: (a) agree to attend and actively participate in limited, good faith negotiations and meetings with the Department in an effort to agree upon and execute the PDBC, as such PDBC may be modified within the parameters set forth in Section 8.1.1 (Limited, Good Faith Negotiations) of the ITO and mutually agreed upon by the Department and Offeror; (b) satisfy all other conditions to award of the PDBC that do not expressly conflict with this Proposal Letter; and (c) perform its obligations as set forth in the Instructions to Offerors (ITO), as amended, that do not expressly conflict with this Proposal Letter, including compliance with all commitments contained in this Proposal.

The following individual is designated as the Offeror Point of Contact in accordance with Section 4.2 (Authorized Representatives and Offeror Registration):

Enclosed, and by this reference incorporated herein and made a part of this Proposal, are the following:

* Administrative Proposal;
* Technical Proposal; and
* Financial Proposal.

Offeror acknowledges receipt of the following Addenda and sets of questions and responses:

*[List all Addenda by number and date issued.*

Responses issued *[list dates on which the Department responded to Offerors’ questions regarding the RFP Documents or this procurement.]*

Subject to good faith negotiations referenced in Section 8.1.1 (Limited, Good Faith Negotiations) of the ITO, this Letter and the potential modifications of certain terms and conditions of the PDBC within the parameters described therein and Section 8.1.1 of the ITO, Offeror certifies that its Proposal is submitted without reservation, qualification, assumptions, or conditions except as otherwise expressly stated in this Proposal.

Offeror acknowledges the requirements of Section 3.4 (OJT Requirements) and hereby certifies that it will meet such requirements.

Offeror represents that all statements made in the Proposal are true, correct, and accurate as of the date hereof, except as otherwise specified in the enclosed Proposal and Proposal forms.

Offeror understands that the Department is not bound to accept any Proposal that the Department may receive.

Offeror further understands that all costs and expenses incurred by it in preparing this Proposal and participating in the RFP process will be borne solely by the Offeror.

Offeror consents to the Department’s disclosure of its Proposal pursuant the applicable provisions of law to any Persons in the Department’s sole discretion after award of the PDBC by the Department. Offeror acknowledges and agrees to the disclosure terms described in ITO Section 4.6 (Improper Conduct and Non-Collusion). Offeror expressly waives any right to contest such disclosures as may exist under applicable law.

Offeror agrees that the Department will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this Proposal.

This Proposal shall be governed by and construed in all respects according to the laws of the State of Ohio.

With respect to authorization of execution and delivery of the Proposal and validity thereof, if the Offeror is a corporation, it shall provide evidence in the form of a resolution of its governing body certified by an appropriate and authorized officer of the corporation. If the Offeror is a partnership, such evidence shall be in the form of a partnership resolution and a general partner resolution (as to each general partner) providing such authorization, in each case, certified by an appropriate and authorized officer of each general partner. If the Offeror is a limited liability company, such evidence shall be in the form of a limited liability company resolution and, if required by its operating agreement, a manager/managing member(s) resolution providing such authorization, certified by an appropriate and authorized officer of the managing member(s). If there is no managing member, each member shall provide the foregoing information. If the Offeror is a joint venture, such evidence shall be in the form of a resolution of each joint venture member, certified by an appropriate and authorized officer of such joint venture member. If the Offeror is a joint venture or a partnership, the Proposal must be executed by all joint venture members or all general partners, as applicable.

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| --- | --- | --- | --- |
| Offeror’s business address: | | | |
| (No.) | (Street) |  | (Floor or Suite) |
| (City) | (State or Province) | (ZIP or Postal Code) | (Country) |

State or Country of Incorporation/Formation/Organization:

*[Insert appropriate signature block from following pages; note: signatures should be in* ***blue*** *ink.]*

1. Sample signature block for corporation or limited liability company:

*[Insert the Offeror’s name]*

By: Print Name: Title:

1. Sample signature block for partnership or joint venture:

*[Insert the Offeror’s name]*

By: *[Insert general partner’s or member’s name]*

By:

Print Name:

Title:

*[Add signatures of additional general partners or members as appropriate]*

1. Sample signature block for attorney in fact:

*[Insert the Offeror’s name]*

By: Print Name:

Attorney in Fact