



RFTA Solicitation No. 11-001

COMPREHENSIVE ORGANIZATIONAL ASSESSMENT

IMPORTANT DATES:

Date Issued:	February 7, 2011
Inquiries and/or Requests for Clarification Due to RFTA:	February 15, 2011, 5:00 PM (MT)
RFTA Response to Inquiries and/or Requests for Clarification Due:	February 18, 2011, 5:00 PM (MT)
Proposals Due:	March 1, 2011, midnight - 12:00 AM (MT)

Procurement Department
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Carbondale, CO 81623
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RFTA SOLICITATION No. 11-001
COMPREHENSIVE ORGANIZATIONAL ASSESSMENT

PART I – Solicitation, Offer & Award

- 1.1 **Purpose of Procurement.** The Roaring Fork Transportation Authority (“RFTA”) is soliciting proposals from qualified firms and/or individuals to provide services related to performing a comprehensive review of its organizational structure and staff resources. RFTA will be the sole contracting entity for the services.
- 1.2 **Type and Term of Contract.** The successful proposer (“Consultant”) will be required to execute the attached Pro Forma Contract (Part III of this RFP). The contract will be a fixed price contract. RFTA anticipates that the contract will be 100% financed with local RFTA funds; however, the contract does contain clauses required by the Federal Transit Administration (FTA) in case RFTA decides to use Federal funds to finance the contract.

The contract will require the Consultant to begin performance under the Contract on the date of contract execution, or as soon thereafter as is practical. The contract term shall be for a period of 120 days. Time is of the Essence in the performance of the contract. All extensions of the term of the contract shall be made in writing by both parties in advance of the contract expiration date.

- 1.3 **Solicitation Schedule.**¹ This solicitation will be governed by the following schedule:

Solicitation Date:	February 7, 2011
Deadline for Written Inquiries and/or Requests for Clarifications:	February 15, 2011, 5:00 p.m. (MT)
RFTA Response to Inquiries and/or Requests for Clarifications:	February 18, 2011, 5:00 p.m. (MT)
Proposals Due:	March 1, 2011, midnight - 12:00 a.m. (MT)

¹ Dates denoted with an “*” are tentative and subject to change with no formal modification to the RFP document. Changes to all other dates shall require the issuance of a formal addendum to the RFP document.

RFTA Announcement of
Recommendation for Contract
Award(s):

March 15, 2011*

RFTA Executive Director Awards
Contract(s):

March 30, 2011*

- 1.4 **Restrictions on Communications with RFTA during Solicitation, Offer & Award Period.** All official correspondence from RFTA regarding this solicitation shall be transmitted to and from RFTA's Procurement Manager, Collina Washington. All inquiries, offers, submissions and/or other correspondence regarding this solicitation, excluding protests, must be directed, in writing, to the Procurement Manager at cwashington@rfta.com.

From the date of issuance of this solicitation through the date of contract award by RFTA, all official communications to and from RFTA will be transmitted in writing (defined as being sent or received via electronic mail). Oral communications regarding this solicitation shall not be considered official communications. RFTA is not responsible for any oral statements made by its employees regarding this solicitation.

Please see Part I, Section 1.27 for instructions regarding the submittal of protests.

- 1.5 **Deadline for Submission of Proposals/Late Proposals.** Proposals submitted in response to this solicitation must be received by RFTA no later than midnight (**12:00 a.m. MT**) on **March 1, 2011**. Proposals received after the submission deadline will not be evaluated.
- 1.6 **Format of Proposals.** RFTA requires that proposals be submitted via electronic mail ("e-mail"), with the proposal documents attached in Portable Document Format (".pdf"). All proposals must be prepared and submitted in accordance with the content requirements specified in Part I, Section 1.28 of this solicitation. As a condition of proposal responsiveness, all proposal documents that require the signature of the Proposer must be signed and incorporated into the .pdf document(s). The Price Proposal should be attached as a separate .pdf document within the same e-mail as the other proposal documents.

Any contract award made as a result of this solicitation shall bind the Proposer to all of the terms, conditions, and specifications set forth in this solicitation.

- 1.7 **Method of Delivery/Location for Submission of Proposals.** Proposals must be submitted exclusively to the Procurement Manager at cwashington@rfta.com. The e-mail containing the proposal should not be sent to anyone at RFTA other than the RFTA Procurement Manager. The subject line of the e-mail containing the proposal must reference "**Proposal for RFTA Solicitation No. 11-001**" to ensure that the proposal is properly identified and evaluated by RFTA. Failure to clearly denote your email submission may result in late discovery of your proposal, which will result in your proposal being disqualified from evaluation.

Upon receipt of a proposal by e-mail, RFTA will reply to the e-mail as confirmation of receipt of the proposal. It is the sole responsibility of the Proposer to ensure that its proposal is successfully delivered to RFTA by the specified date and time. RFTA is not responsible for late or lost deliveries of proposals submitted via e-mail.

- 1.8 **Inquiries and/or Requests for Clarifications.** Inquiries and/or Requests for Clarifications regarding this solicitation must be submitted to RFTA in writing via e-mail to cwashington@rfta.com by **5:00 p.m. (MT) on February 15, 2011**. Written inquiries/clarifications must be submitted to the attention of the RFTA Procurement Manager, in accordance with Part I, Section 1.4 above. Written inquiries/clarifications must be in the form of questions. There is no prescribed format for the submission of written inquiries/clarifications. Written inquiries/clarifications received after the submission deadline will not be responded to by RFTA.

RFTA staff will review and evaluate all written inquiries and/or requests for clarifications that are received by the submission deadline and will post RFTA's responses to www.rfta.com by not later than **5:00 p.m. (MT) on February 18, 2011**. If applicable, an addendum to the RFP that incorporates the changes necessitated by RFTA's responses to written inquiries will be issued in accordance with Part I, Section 1.9 below on or after February 18, 2011. It is the sole responsibility of the Proposer to make itself aware of RFTA's responses to written inquiries/clarifications and their impact on the RFP.

- 1.9 **Amendments to Solicitation (Addenda)/Postponement of Proposal Submission Deadline.** RFTA reserves the right to revise or amend the RFP up to the time set for the submission of proposals. Such revisions and amendments, if any, shall be announced by written addenda to the RFP. If an addendum significantly changes the RFP, the date set for the submission of proposals may be postponed by such number of days as in the opinion of RFTA shall enable potential Proposers to revise their proposals. In any case, the proposal submission deadline shall be at least five (5) business days after the last addendum, and the addendum shall include an announcement of the new date, if applicable, for the submission of proposals.

Upon issuance, addenda will be considered part of the RFP and will prevail over inconsistent or conflicting provisions contained in the original RFP. Copies of all addenda will be made available on the RFTA web site at <http://www.RFTA.com>. All potential Proposers that have previously requested and received a copy of the RFP document will be notified via e-mail that an addendum is available. This process will be repeated each time an addendum is made available by RFTA.

A valid e-mail address must be provided when requesting the original RFP in order for RFTA to notify potential Proposers of the availability of addenda. RFTA will not be responsible for a potential Proposer failing to receive notification of the availability of addenda if an invalid e-mail address is provided to RFTA. RFTA will only be responsible for providing notification of the availability of addenda to potential Proposers who directly request and receive copies of the original RFP document from RFTA.

Proposers shall acknowledge receipt of all addenda by completing and submitting Offer Document #4 (Acknowledgement of Addenda), included in Part IV of this RFP as part of its proposal. As with other required documentation, proposals that fail to reference receipt of addenda by inclusion of Offer Document #4 (Acknowledgement of Addenda) may be excluded from consideration for a contract award.

- 1.10 **Proposal Price Validity.** Proposal pricing shall remain valid for a period of 90 calendar days after the deadline for proposal submission identified in Part I, Section 1.5 above.
- 1.11 **Modification of Proposals.** Except at the written request of RFTA, no proposal may be modified after the deadline for proposal submission identified in Part I, Section 1.5 above.
- 1.12 **Conditional Proposals.** Conditional proposals and any proposal taking exception to these instructions, the Pro-Forma contract, the Scope of Services or to other RFTA requirements will be considered non-responsive and shall be rejected.
- 1.13 **Withdrawal of Proposals.** Proposals previously submitted to RFTA may be withdrawn upon written request by the Proposer prior to the time fixed for the receipt of proposals. No proposal may be withdrawn for a period of 90 days after the time set herein for the receipt of proposals.
- 1.14 **Single Response to Solicitation.** If only one proposal is received in response to this solicitation, a detailed cost analysis of the single proposal may be requested of the single Proposer. A cost analysis, evaluation, and/or audit of the proposal may also be performed by RFTA in order to determine if the proposal price is fair and reasonable. If RFTA determines that a cost analysis is required, the single Proposer must be prepared to provide, upon request, detailed summaries of estimated costs (i.e., labor, equipment, supplies, overhead costs, profit, etc.) and documentation supporting all cost elements.
- 1.15 **Confidential/Proprietary Information.** All proposals that are received by RFTA in response to this RFP will be considered public records subject to the Colorado Open Records Act (C.R.S. 24-72-201 to 24-72-309) and shall be fully open to public inspection following award of a contract. If a Proposer believes a portion of the information submitted in its proposal constitutes a trade secret or proprietary information as provided by Colorado state law, the Proposer may request that RFTA consider keeping confidential the trade secrets or proprietary information which the Proposer believes should be legally protected from disclosure. For such information to be so considered, the Proposer must mark in boldface as "PROPRIETARY TRADE SECRET INFORMATION" the top and bottom of each page of its proposal that contains such information. Notwithstanding the Proposer's claim of or designation of information as a trade secret or proprietary information, the determination whether it is or not will be determined by RFTA under Colorado state law.
- 1.16 **Reserved Rights.** RFTA reserves the right to reject any and all proposals or any portion of a specific proposal for any reason. RFTA also reserves the right to award a

single or multiple contracts as a result of this solicitation; however, issuance of this RFP and receipt of proposals does not commit RFTA to award a contract or contracts.

RFTA has the sole right to select the successful proposal(s) for contract award; to reject any proposal as unsatisfactory or non-responsive due to non-conformance with the requirements of this RFP; to cancel the solicitation and to advertise for new proposals; to award a contract or contracts to other than the Proposer submitting the lowest price proposal; or not to award a contract as a result of this RFP.

RFTA reserves the right to accept any proposal deemed to be in the best interest of RFTA and to waive any irregularities in any proposal that does not prejudice other Proposers. RFTA further reserves the right to negotiate with any source whatsoever. A contract will be negotiated with the Proposer(s) whose proposal(s) is considered by RFTA in its sole discretion to be most advantageous to RFTA.

RFTA further reserves the rights to retain all proposals submitted and to use any ideas or concepts in any proposal for any purpose regardless of whether that proposal is selected for contract award.

Proposals shall be submitted to RFTA on the most favorable of terms possible from the standpoint of cost, quality, and technical capability. No Proposer shall have any cause of action against RFTA arising out of the methods by which proposals are evaluated.

- 1.17 **Equipment.** The Consultant shall at its own expense furnish all labor, supplies, equipment and machinery necessary to provide the services required by the Contract.
- 1.18 **Personnel.** The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under the contract. Such personnel shall not be employees of or have any contractual relationship with RFTA. All the services required hereunder will be performed by the Consultant or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or licensed, if applicable, under state and local law to perform such services. None of the work or services covered by this contract shall be sub-contracted without prior written approval by RFTA.
- 1.19 **Knowledge of Conditions.** Each Proposer shall thoroughly examine and be familiar with the contract documents, scope of services and all conditions and requirements that may in any manner affect the work to be performed under the contract. The submission of a proposal shall constitute an acknowledgement that the Proposer has thoroughly examined and is familiar with the contract documents, scope of services, conditions and requirements in every detail.
- 1.20 **Tax Exempt.** RFTA is exempt from payment of Federal, State and local taxes, and such taxes must not be included in the proposal price. RFTA will furnish the Consultant with the necessary tax-exempt certificates.

- 1.21 **Prime Contractor Responsibilities.** The Consultant will be required to assume responsibility for all services offered in its proposal regardless of who provides them. Further, RFTA will consider the Consultant to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
- 1.22 **No Geographic Preference.** This procurement will be conducted in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographic preferences in evaluation of proposals or award of contracts, except where Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws.
- 1.23 **Conflicts of Interest.** RFTA employees and directors are bound by the RFTA Code of Ethics and Standards of Conduct, which were adopted by the RFTA Board of Directors on April 13, 2006. The RFTA Code of Ethics and Standards of Conduct prohibits RFTA employees and directors engaged in the award and administration of contracts, or any person acting on their behalf, from accepting, directly or indirectly, any gift with a value of more than a nominal amount, including meals or tickets to sporting events, from any person with whom the employee interacts on official RFTA business. Therefore, Consultant, or its subcontractors or suppliers, may not make gifts or favors to any RFTA employee or director. It is a violation of the RFTA Code of Ethics and Standards of Conduct for any RFTA employee to accept any such gift or favor.
- 1.24 **Contractual Relationships.** RFTA intends to execute the Pro-Forma Contract, attached as Part III to this RFP, for the provision of the required services with the Consultant. The Consultant's contractual responsibility must solely rest with one firm or legal entity, which shall not be a subsidiary or affiliate with limited resources.
- RFTA will not be a party to agreements between the Consultant and/or any subcontractors it may choose to employ during fulfillment of the contract; however, the Consultant shall execute fair and reasonable agreements with its subcontractors (if any) and shall provide RFTA with copies of said agreements not later than five (5) business days prior to their execution. Additional contract requirements related to Subcontractors are specified in Article 15 of Part III (Pro-Forma Contract) to this RFP.
- 1.25 **Contractual Provisions.** The contract to be executed between RFTA and the Consultant as a result of this solicitation is attached as Part III (Pro-Forma Contract) to this RFP. RFTA has no obligation to consider and/or approve exceptions or changes to the Pro-Forma Contract. RFTA reserves the right to modify the Pro-Forma Contract and/or include additional contractual provisions in the contract at its sole discretion.
- 1.26 **Responsibility for Compliance with Legal Requirements.** Proposer's products, services, and facilities shall be in full compliance with any and all applicable federal, state, and local laws, regulations, ordinances, and standards and any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in this RFP.

- 1.27 **Protests.** Protests related to this RFP or resulting contract award must be submitted in writing to the RFTA Procurement Manager. RFTA's protest procedures, as included in the 2010 RFTA Procurement Manual, are as follows:

3.13.1 AUTHORITY TO RESOLVE PROTESTED SOLICITATIONS AND AWARDS

- (1) Right to Protest. Any actual or prospective proposer or contractor who is aggrieved in connection with the solicitation or award of a contract shall first try to resolve the grievance/protest with the RFTA Procurement Manager. If the grievance is not satisfied, the prospective proposer or contractor shall then protest to the RFTA CEO. The protest shall be submitted in writing within 5 days after such aggrieved person knows or should have known of the facts giving rise thereto.
- (2) Authority to Resolve Protests. The RFTA CEO shall have the authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved proposer or contractor, actual or prospective, concerning the solicitation or award of a contract.
- (3) Decision. If the protest is not resolved by mutual agreement, the RFTA CEO shall promptly issue a decision in writing. The decision shall:
 - a. state the reason for the action taken; and
 - b. inform the protestant of its right to administrative review as provided in this Article.
- (4) Notice of Decision. A copy of the decision under Subsection 3.13.1 (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
- (5) Finality of Decision. A decision under Subsection 3.13.1 (1) of this Section shall be final and conclusive, unless the protestant appeals administratively to the RFTA Board acting as the Procurement Appeals Board.

In all instances involving FTA funds the RFTA will disclose information regarding the protest to the FTA Region VIII office, and keep them informed about the status of the protest,

A protester must exhaust all administrative remedies with the RFTA before pursuing a protest with FTA.

The contract resulting from this solicitation will not utilize FTA funds.

1.28 **Information Required from the CONTRACTOR.** To be eligible for evaluation by RFTA as a complete, responsive proposal in response to RFTA Solicitation No. 11-001, any and all proposals submitted to RFTA must contain all eight (8) of the following documents, properly signed (as required), fully completed by the Proposer, numbered and arranged in the following order:

1. **Cover Sheet.** The cover sheet for the proposal must include all of the information listed below. There is no prescribed format for this document. The format of the document shall be at the discretion of Proposer; however, the document shall be limited to one (1) typed page. Proposer should label this document as Offer Document #1 in its proposal.
 - a. The full name and address of your organization and if applicable, the branch or office or the subordinate element that will perform or assist in performing the work.
 - b. Name and Title of person authorized to submit proposal on behalf of Proposer (This person must sign the appropriate offer documents on behalf of the Proposer.)
 - c. Telephone Number (direct line) of person authorized to submit proposal
 - d. E-mail Address of person authorized to submit proposal
 - e. Name and Title of Contact Person for the proposal (if different than the person authorized to submit proposal; please signify if they are or are not the same person)
 - f. Telephone Number (direct line) of Contact Person
 - g. E-mail Address of Contact Person
2. **Cover Letter.** The cover letter shall briefly describe the Proposer, its interest in the scope of work and commitment to the contract. State the full and correct name, address, phone number and legal status (i.e. sole proprietor, partnership, corporation, joint venture, etc.) of the Proposer. If the Proposer is a partnership or joint venture, the full names and addresses of all partners or joint venturers, and the address of the partnership or joint venture shall be given, and the legal authority of the partner, joint venturer, or other person signing on its behalf shall appear.

If the Proposer is a corporation, the cover letter shall identify the state of incorporation and the state corporation identification number. The cover letter must be signed and dated by the person authorized to submit the proposal as identified on the cover sheet. The person authorized to submit the proposal must be an authorized officer or agent of the corporation.

There is no prescribed format for this document. The format of the document shall be at the discretion of Proposer; however, the document shall be limited to two (2) typed pages. Proposer should label this document as Offer Document #2 in its proposal.

3. Proposer Questionnaire. This document summarizes key information about the Proposer for RFTA's assistance and reference during evaluation of proposals. This document must be fully completed, signed and submitted with the proposal. Blank form is attached as Offer Document #3 in Part IV of this RFP.
4. Acknowledgement of Addenda to RFP. This document is required by Part I, Section 1.9 of this RFP. This document must be fully completed, signed and submitted with the proposal. If no addenda to the RFP were issued by RFTA, Proposer must still complete the form and include it in its proposal. Blank form is attached as Offer Document #4 in Part IV of this RFP.
5. Statement of Proposer's Qualifications and Experience. This document shall include a narrative description of the Proposer that includes a brief history of the firm, number of employees, lines of business, areas of specialization, office locations, organizational structure, etc.

In addition, this document shall include a list of recent relevant work performed by the Proposer. Please include a list of at least five (5) clients for which you have performed organizational assessment consulting services within the last three (3) years. If applicable, the list should include any public transit clients for which you have performed similar work. Proposers must provide the following information for each client referenced:

- a. Name and address of client
- b. Name and Title of Contact Person for the client (i.e. the Project Manager for your engagement with the client)
- c. Telephone number and e-mail address for Contact Person for the client
- d. Start and completion dates of most recent engagement with client
- e. Services provided to client during most recent engagement
- f. Contract amount of most recent engagement with client
- g. Current status of the most recent engagement
- h. Was the most recent engagement completed on time and within budget?

There is no prescribed format for this document. The format of the document shall be at the discretion of Proposer; however, the document shall be limited to 10 typed pages. Proposer should label this document as Offer Document #5 in its proposal.

6. Proposer's Approach to Provision of Services. This document shall be a narrative description of the Proposer's approach to and understanding of the requirements described in the Scope of Services (Part II of this RFP). This document must include the following elements:
 - a. Statement of the Problem: State in precise terms your understanding of the Scope of Services for the engagement and the problem that is to be addressed.

- b. Management Summary: Include a detailed, narrative description of the proposed effort to complete the Scope of Services and the product that will be delivered.
- c. Personnel:
 - i. Identification and description of personnel, resources and technical skills to be committed to the engagement (including labor hours by each identified project personnel).
 - ii. A brief description of subcontractors that may be utilized during the performance of the contract, if applicable, their areas of specialization and their role in the engagement.

There is no prescribed format for this document. The format of the document shall be at the discretion of Proposer; however, the document shall be limited to five (5) typed pages. Proposer should label this document as Offer Document #6 in its proposal.

7. Price Proposal. The contract between RFTA and the Consultant will be a Fixed-Price contract payable in a lump sum at the end of the engagement; therefore, the Price Proposal must be stated as a single, lump sum amount. While the contract will be paid in a fixed, lump sum amount, the Price Proposal must include a detailed description of the elements that make up the proposed fixed, lump sum contract amount. Your established method of costing may be used, but should be detailed and include, at a minimum, the following elements:

- a. Direct Labor (manpower) Costs:

- Identify each labor unit (i.e. individual employee by title) proposed for the engagement
- State the estimated number of labor hours to be performed by each labor unit proposed for the engagement
- State the hourly labor rate for each labor unit proposed for the engagement
- State the total cost for each labor unit
- State the total cost for all labor units (Total Labor)

- b. Overhead Costs

- State overhead rate (as a percentage) applied to Total labor
- State Total Overhead costs as a dollar amount

- c. Other Direct Costs (itemized in detail and totaled; must be supportable by invoices or receipts):

- Travel costs (i.e. transportation, lodging, meals, per diem, etc.);
- Printing and duplication costs;
- Communications costs (i.e. long-distance telephone and/or fax);

- Other direct costs that can be supported by receipts
 - State Total Other Direct Costs as a dollar amount
- d. Subcontractor Costs (if applicable)
- Identify all subcontractors and describe the work they will perform under the contract
 - State individual subcontractor costs
 - State Total Subcontractor Costs as a dollar amount
- e. Profit
- State profit rate (as a percentage) applied to Total Labor and Overhead costs
 - State Total Profit as a dollar amount

This document must be fully completed, signed and submitted with the proposal. Blank form is attached as Offer Document #7 in Part IV of this RFP.

8. Conflict of Interest Statement. This document shall serve as a list of all entities and/or individuals with which the Proposer has relationships that may create or appear to create conflicts of interest with the work to be performed as a result of the contract. This document must be fully completed, signed and submitted with the proposal. Blank form is attached as Offer Document #8 in Part IV of this RFP.

1.29 **Proposal Evaluation and CONTRACTOR Selection.**

1. Standards for Award. RFTA Solicitation No. 11-001 is a Request for Proposals (RFP). RFTA intends to award a contract to the Proposer whose proposal conforms to the solicitation and is determined to be the most advantageous to RFTA, taking into consideration price and other evaluation factors set forth below. In order to be eligible for contract award a proposal must meet all of the following criteria:
 - a. The proposal submitted is responsive to the solicitation.
 - A proposal shall be considered responsive if it conforms in all material aspects to the requirements of the solicitation at the scheduled time of submission and does not require further discussions with the Proposer.
 - It shall be at the sole discretion of RFTA to determine if a proposal “conforms in all material aspects to the requirements of the solicitation”.
 - b. The Proposer who submitted the proposal is a responsible Proposer.
 - A Proposer shall be considered responsible if the Proposer possesses, at the time of contract award, the ability to perform successfully and a

willingness to comply with the terms and conditions of the proposed contract (attached as Part III – Pro-Forma Contract to this RFP).

- c. The Proposer is judged, at the sole discretion of RFTA, to be the qualified firm that offers the best value to RFTA for the Services to be provided.
2. Evaluation and Award Process. All proposals shall be evaluated by a Proposal Review Committee to be comprised of professional staff employed by RFTA. Following the receipt of proposals, proposals will be evaluated and a contract will be awarded in accordance with the following process:
- a. Proposals will first be evaluated by RFTA staff for responsiveness in accordance with the standard set forth in Part I, Section 1.29.1.a above. Only those proposals that are determined to be responsive shall be evaluated for Proposer responsibility.
 - b. Proposers who submitted responsive proposals will be evaluated by the Proposal Review Committee for responsibility in accordance with the standard set forth in Part I, Section 1.29.1.b above.
 - c. Proposals that are determined to be responsive and that were submitted by responsible Proposers shall be further evaluated by the Proposal Review Committee to determine the proposal that is most advantageous to RFTA. To determine the most advantageous proposal to RFTA, the Proposal Review Committee will rank the proposals taking into consideration the following criteria:
 - Price Proposal
 - ✓ Proposal Review Committee shall specifically consider information submitted in accordance with Part I, Section 1.28.7 when evaluating the Price Proposal.
 - Proposer Qualifications and Experience
 - ✓ Proposal Review Committee shall specifically consider information submitted in accordance with Part I, Section 1.28.5 when evaluating Proposer Qualifications and Experience.
 - Proposer's Approach to Provision of Services
 - ✓ Proposal Review Committee shall specifically consider information submitted in accordance with Part I, Section 1.28.6 when evaluating Proposer's Approach to Provision of Services.

As evaluation factors, Proposer Qualifications and Experience and Proposer's Approach to Provision of Services, when combined, shall be approximately equal in importance to the Price Proposal.

- d. A Recommendation for Contract Award to the Proposer who submitted the most advantageous proposal to RFTA, as solely determined by the Proposal Review Committee, and that meets the standards for contract award specified above will be forwarded to the RFTA Chief Executive Officer (CEO). A notice of the Recommendation for Contract Award will be sent to all Proposers who submitted a proposal.
- f. The RFTA CEO will consider the Recommendation for Contract Award.
- g. If the Recommendation for Contract Award is approved by the RFTA CEO, a Notice of Contract Award will be sent to all Proposers and contract negotiations with the successful Proposer will commence.
- h. A contract will be executed with the successful Proposer and a Notice to Proceed will be issued.
- i. The RFTA CEO may, at his sole discretion, delay consideration of the Recommendation for Contract Award or reject the recommendation and award the contract to another Proposer or cancel the procurement altogether.

PART II – Scope of Work

- 2.1 **Organizational Background & Summary.** RFTA is the regional public transportation provider for Garfield and Pitkin Counties as well as a portion of southwestern Eagle County in Colorado. RFTA operates commuter bus service along the 40-mile State Highway (SH) 82 corridor from Glenwood Springs to Aspen and the 27-mile Interstate 70 (“I-70”) corridor from Glenwood Springs to Rifle.

RFTA consists of eight member jurisdictions, including the municipalities of Aspen, Basalt, Carbondale, Glenwood Springs, New Castle and Snowmass Village and Eagle and Pitkin counties. As the second largest public transit agency in Colorado and one of the largest rural public transit providers in the nation, RFTA transported a record 4.85 million passengers in 2008.² Following a successful regional vote in November 2008, RFTA began implementation of a Bus Rapid Transit (BRT) project (“*VelociRFTA*”) between Glenwood Springs and Aspen. More information on RFTA and the *VelociRFTA* project can be accessed at www.rfta.com or www.rftabrt.com.

Year-round population of the Roaring Fork Valley is approximately 57,000 and is projected to increase by approximately 50% by 2030, influenced by world class recreation and other quality of life amenities. In general, housing and cost of living expenses decrease as one moves north and west along SH 82 (regionally referred to as (“Downvalley”) away from the ski resorts of Aspen and Snowmass Village. SH 82 was widened to four lanes in 2004 to address dangerous and congested traffic conditions, particularly during morning and evening peak hour commutes, with approximately 27,000 vehicles per day. Future widening of SH 82 is environmentally and financially infeasible; therefore enhanced alternative travel modes such as mass transit will remain crucial for effective transportation and quality of life.

- 2.2 **Purpose of the Procurement.** The purpose of this solicitation is to acquire the services of a qualified firm or individual(s) to provide services related to performing a comprehensive review of its organizational structure and staff resources.
- 2.3 **Process, Requirements & Deliverables.** The Consultant will perform the following mandatory tasks and submit the required Deliverables to RFTA:

2.3.1 **Mandatory Tasks:**

- 2.3.1.1 Review entire RFTA organization to determine if staffing levels are adequate to perform current required functions. (*While staffing levels for the entire organization are to be evaluated, particular emphasis should be placed on RFTA managerial and administrative employee staffing levels rather than operations and maintenance staffing levels.*)

² In 2010, the economic downturn caused a ~19% decrease in sales tax revenues from member jurisdictions and also contributed to an approximate 12% decrease in regional commuter ridership.

- 2.3.1.1.1 Compare current RFTA staffing levels to peer public transportation agencies in the United States (i.e. those with similar number of employees, similar total budget, similar number of transit vehicles, similar number of annual operating hours and miles, ridership, etc.) and report on major variances. *(Comparisons should be limited to other agencies that only operate bus systems. Agencies that operate rail systems should not be included in the comparison. The comparison should also specifically include peer agencies in Colorado.)*
- 2.3.1.1.2 Compare current RFTA staffing levels to U.S. public transportation industry standards and report on major variances.
- 2.3.1.1.3 Identify RFTA departments and specific job functions that may be understaffed or overstaffed and recommend appropriate staffing levels.
- 2.3.1.1.4 Prepare specific recommendations regarding the adequacy of current RFTA staffing levels to perform current required functions.
- 2.3.1.1.5 Prepare specific recommendations regarding job functions that may be more appropriately outsourced to consultants or vendors.
- 2.3.1.2 Review entire RFTA organization to determine the optimal staffing levels needed to adequately plan, construct and operate all planned capital projects and services (i.e. Bus Rapid Transit, facilities improvements, etc.).
 - 2.3.1.2.1 Compare current RFTA staffing levels to peer public transportation agencies in the United States (i.e. those with similar number of employees, similar total budget, similar number of transit vehicles, similar number of annual operating hours and miles, ridership, etc.) that are currently planning, constructing and/or operating capital projects of similar scopes and report on major variances. *(Emphasis should be placed on peer public transportation agencies that are currently planning, constructing and/or operating Bus Rapid Transit systems.)*
 - 2.3.1.2.2 Compare RFTA staffing levels to U.S. public transportation industry standards for similar capital projects and report on major variances.

- 2.3.1.2.3 With regard to execution of planned capital projects, identify RFTA departments and specific job functions that may be currently understaffed, overstaffed or non-existent and recommend appropriate staffing levels.
- 2.3.1.2.4 Prepare specific recommendations regarding the adequacy of current RFTA staffing levels to execute planned capital projects.
- 2.3.1.2.5 With regard to execution of planned capital projects, identify and prepare specific recommendations regarding functions that may be more appropriately outsourced to consultants or vendors.
- 2.3.1.3 Based on comparisons with peer public transportation agencies and the U.S. public transportation industry, identify common job functions that may be non-existent at RFTA and recommend adequate staffing levels and job duties for those functions should RFTA choose to implement them.
- 2.3.1.4 Review current RFTA organizational chart and recommend modifications (if any) to improve organizational efficiency and effectiveness.
- 2.3.2 Required Deliverables: The Consultant will be required to submit the following contract deliverables (5 paper copies and 1 electronic copy on CD):
 - 2.3.2.1 Comprehensive narrative report of findings and recommendations related to each of the 4 mandatory tasks described above, which shall include the following:
 - 2.3.2.1.1 An Executive Summary of findings and recommendations
 - 2.3.2.1.2 Detailed descriptions of all findings and recommendations to RFTA, including qualitative and quantitative background information with the basis for the findings and recommendations
 - 2.3.2.1.3 The required comparisons with peer public transportation agencies and U.S. public transportation industry standards. *(Data should be arranged in table format, to the extent possible.)*
 - 2.3.2.1.4 A Cost/Benefit Analysis for all recommendations
 - 2.3.2.1.5 A revised RFTA organizational chart *(if modifications are recommended)*.

PART III – PRO-FORMA CONTRACT

CONSULTING SERVICES CONTRACT RFTA CONTRACT NO. 11-001

This Contract is made and entered into this [] day of [], 2011 (“Effective Date”) between the ROARING FORK TRANSPORTATION AUTHORITY, a body corporate and politic, (“RFTA”) and [], a **[Indicate corporation, partnership or sole proprietorship]** (the “CONTRACTOR”) organized pursuant to the laws of the State of Colorado

WHEREAS, RFTA desires to engage a qualified and experienced CONTRACTOR to furnish consulting services as described in Exhibit A – Scope of Services attached hereto (“Services”); and

WHEREAS, RFTA has chosen CONTRACTOR to provide the Services following a competitive procurement process wherein RFTA issued a Request for Proposals, attached hereto as Exhibit C and incorporated herein, and CONTRACTOR submitted a proposal in response to the Request for Proposals, attached hereto as Exhibit D and incorporated herein, that was determined by RFTA to be the most advantageous proposal to RFTA; and

WHEREAS, the CONTRACTOR has represented to RFTA that it is sufficiently qualified and experienced to provide those services described in Exhibit A and RFTA has relied on such representations.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, RFTA and the CONTRACTOR agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

The required Services are as enumerated and described in Exhibit A – Scope of Services, which document is attached hereto and incorporated as if fully set out herein.

ARTICLE 2 – COMPENSATION AND PAYMENT

The terms for Compensation and Payment are set forth in Exhibit B – Compensation and Method of Payment for Consulting Services, attached hereto and incorporated as if fully set out herein.

ARTICLE 3 – TERM OF CONTRACT

CONTRACTOR shall commence the Services on the Effective Date set forth above and agrees that the Contract shall expire 120 days thereafter. Time is of the essence in performing the Services.

Any extension of the Term of Contract must be in writing and signed by both parties to the Contract in the form of a Contract Amendment as set forth in Article 11 below.

Notwithstanding anything to the contrary contained in this Contract, no charges shall be made to RFTA nor shall any payment be made to the CONTRACTOR in excess of the amount for any work done without written approval in accordance with a budget adopted by the RFTA Board of Directors in accordance with provisions of the Colorado Revised Statutes. Moreover, the parties agree that RFTA is a governmental entity and that all obligations beyond the current fiscal year are subject to funds being budgeted and appropriated.

ARTICLE 4 – FIXED PRICE CONTRACT

This Contract is a firm, fixed-price contract. The total dollar amount of the Contract as specified in Exhibit B – Compensation and Method of Payment may only be modified by written agreement of both parties to the Contract in the form of a Contract Amendment as specified in Article 11 below.

ARTICLE 5 – PROJECT AUTHORIZATION AND PERFORMANCE

The CONTRACTOR agrees to perform the required Services in accordance with the Project Schedule as agreed upon by RFTA and the CONTRACTOR prior to contract execution. Following contract execution, RFTA will issue a “Notice to Proceed” to CONTRACTOR, which shall authorize and direct CONTRACTOR to begin work on the Contract. The CONTRACTOR shall begin work on the Services not later than seven (7) calendar days after the effective date of the Notice to Proceed for the Contract, or three (3) calendar days after receipt of the Notice to Proceed, whichever is later, and shall complete all work within the Project Schedule.

ARTICLE 6 – RFTA PROJECT MANAGER

The RFTA Project Manager for this Contract is Todd Horsley, Chief Operating Officer (“COO”), unless otherwise designated in writing by the RFTA Chief Executive Officer (“CEO”).

ARTICLE 7 – INDEPENDENT CONTRACTOR

CONTRACTOR shall perform the Services required under this Contract as an independent CONTRACTOR, not as an agent or employee of RFTA. CONTRACTOR has no authority to make any statement, representation, or commitment of any kind or to take any action binding upon RFTA, without RFTA’s written authorization. RFTA is only interested in the results achieved by the Services performed by the CONTRACTOR; the manner of legally achieving those results is the responsibility of the CONTRACTOR.

All of the Services required by this Contract shall be performed by CONTRACTOR or under its supervision, and all personnel engaged in the Services shall be fully qualified.

Furthermore, it is understood that RFTA will not provide insurance or benefits of any nature to the CONTRACTOR, its employees, or subcontractors.

The CONTRACTOR agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its

Services hereunder. The CONTRACTOR further agrees that in the performance of the Contract, no person having any such interests shall be employed.

ARTICLE 8 – INVOICING AND PAYMENT

- (1) RFTA will pay CONTRACTOR, as full and complete compensation for completion of the Services and assuming all duties, responsibilities, and obligations under the Contract, costs pursuant to Exhibit B – Compensation and Method of Payment for Consulting Services of this Contract.
- (2) In accordance with the requirements of Exhibit B – Compensation and Method of Payment for Consulting Services of this Contract, CONTRACTOR shall submit to RFTA's Project Manager complete, properly supported and audit-worthy invoices for the Services performed. CONTRACTOR may submit no more than one (1) invoice to RFTA for every 30 calendar days of the Term of Contract.
- (3) RFTA will make payment to CONTRACTOR, conditioned upon compliance by CONTRACTOR with all other provisions of the Contract and CONTRACTOR furnishing RFTA with the following:
 - (a) CONTRACTOR's properly supported and audit-worthy invoices for the Services performed.
 - (b) Proof satisfactory to RFTA that there are no unsatisfied claims and that no other indebtedness exists in connection with the Services.
 - (c) All documents, records, correspondence, and deliverables which CONTRACTOR and other persons performing the Services are required to provide to RFTA under the Contract.
- (4) The invoices shall be in a form satisfactory to RFTA and shall reference this RFTA Contract No. 11-001. The invoices shall be submitted to RFTA's Project Manager at the following address:

Original Invoice to: Roaring Fork Transportation Authority
2307 Wulfsohn Road
Glenwood Springs, CO 81601
ATTN: Todd Horsley, Chief Operating Officer

Copy to: Collina Washington, Procurement Manager
- (5) Payment terms are 30 calendar days following receipt of a correct and audit worthy invoice by RFTA.
- (6) The invoices submitted to RFTA for payment shall include the applicable RFTA contract number; total invoice amount (including itemized amounts charged for labor and materials); total number of labor hours expended and labor billing rates; invoice billing period; description of the Services performed during the invoice billing period (including completed Deliverables); and any other information that RFTA may reasonably require.

- (7) The presentation of the invoices by CONTRACTOR to RFTA as set forth in this Article constitutes an express warranty and representation by CONTRACTOR to RFTA that the Services have progressed to the point indicated and that the quality of the Services is in accordance with this Contract.
- (8) No approval of any invoice, nor any payment, final or otherwise, nor any use or approval of deliverables by RFTA shall itself constitute Acceptance of the Services.
- (9) RFTA may withhold all or part of any amounts due CONTRACTOR to protect RFTA from a loss, including but not limited to, losses caused by the following:
 - (a) Failure of CONTRACTOR to make proper payments to its subcontractors for Services.
 - (b) Failure of CONTRACTOR to carry out and/or remedy the Services in accordance with the Contract.
 - (c) CONTRACTOR's breach of warranties.
- (10) By acceptance of final payment under the Contract, CONTRACTOR waives any and all further claims against RFTA arising out of or in connection with performance of the Services performed under the Contract.
- (11) CONTRACTOR shall maintain books and records supporting all amounts invoiced to RFTA. CONTRACTOR shall preserve such books and records for the duration of this Contract and for three (3) years thereafter, during which time RFTA and its representatives shall have access to such books and records and shall have the right to make any copies thereof for the purpose of auditing or verifying invoices or for any other reasonable business purpose.
- (12) CONTRACTOR warrants and represents that all books and records specified above shall be complete and accurate and that RFTA may rely on such records and books for any purposes. If CONTRACTOR becomes aware that such records are inaccurate or incomplete, CONTRACTOR will promptly notify RFTA in writing.

ARTICLE 9 – EMPLOYMENT OF AUTHORITY'S PERSONNEL

The CONTRACTOR shall not employ any person or persons in the employ of RFTA for any work required by the terms of this Contract without the written permission of RFTA, except as may otherwise be provided for herein.

ARTICLE 10 – REVIEW OF WORK

Authorized representatives of RFTA may at all reasonable times review and inspect the Services, financial reports, and data collected under the terms of this Contract and any amendments thereto. All reports, drawings, studies, specifications, estimates, maps, and computations prepared by or for the CONTRACTOR pursuant to this Contract, shall be available to authorized representatives of RFTA for inspection and review at all reasonable

times. Acceptance shall not relieve the CONTRACTOR of its professional obligation to correct, at its expense, any of its negligent errors in the work.

ARTICLE 11 – CHANGES

- (1) RFTA shall have the right, without additional consent from CONTRACTOR and without invalidating the Contract, to add, delete, or change the required Services.
- (2) Contract Amendments. RFTA shall issue Contract Amendments to make additions, deletions, or changes to the required Services. To initiate a Contract Amendment, RFTA shall send CONTRACTOR a Request for Contract Amendment. Upon receipt, CONTRACTOR shall prepare an estimate of the effects of the change on the Contract Budget and/or Term of Contract. Upon agreement between CONTRACTOR and RFTA on the effects of the change, RFTA will issue a Contract Amendment specifying any change to the Contract Budget or the Term of Contract.
- (3) The Contract Budget and/or Term of Contract shall be subject to adjustment only by Contract Amendment(s).

ARTICLE 12 – SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the Services required under this Contract, RFTA materially alters the scope, character, complexity, or duration of the Services from those required under the Contract, a Contract Amendment may be executed between the parties.

Minor changes in the Services which do not involve increased compensation, extensions of time or changes in the goals and objectives of the Services may be made by written notification of such change by either RFTA or the CONTRACTOR with written approval by the other party.

ARTICLE 13 – INDEMNIFICATION

- (1) Professional Liability. The CONTRACTOR shall exercise in its performance of the Services the standard of care normally exercised by nationally recognized organizations engaged in performing comparable services. The CONTRACTOR shall be liable to RFTA for any loss, damages or costs incurred by RFTA for the repair, replacement or correction of any part of the project which is deficient or defective as a result of any failure of the CONTRACTOR to comply with this standard.
- (2) Indemnification. To the fullest extent permitted by law and except for all professional liability claims, damages, losses and expenses, the CONTRACTOR shall indemnify, defend, and hold harmless RFTA and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Services, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the project itself) including the loss of use resulting there from, but only to the extent caused by the

negligent act or omission of, or breach of contract by, the CONTRACTOR, any subcontractor of the CONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless RFTA and its agents and employees from and against all professional liability claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Services, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the project itself) including the loss of use resulting there from, but only to the extent caused by the negligent act or omission of, or breach of contract by, the CONTRACTOR, any subcontractor of the CONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Contract. RFTA may, if it so desires, withhold the payments due the CONTRACTOR so long as shall be reasonably necessary to indemnify RFTA on account of such injuries.

In any and all claims against RFTA or any of its agents or employees by any employee of the CONTRACTOR, any subcontractor of the CONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor.

ARTICLE 14 – INSURANCE

- (1) Procurement – CONTRACTOR and its subcontractors shall procure and maintain, until all of their obligations have been discharged, including until any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the Services performed hereunder by the CONTRACTOR, its agents, representatives, employees, or subcontractors.
- (2) Minimum Requirements – The insurance requirements herein are minimum requirements for this Contract. RFTA in no way warrants that the minimum limits contained herein are sufficient to protect the CONTRACTOR from liabilities that might arise out of the performance of the Services under this Contract by the CONTRACTOR, its agents, representatives, employees, or subcontractors and CONTRACTOR is free to purchase such additional insurance as may be determined necessary.

CONTRACTOR shall procure and maintain in effect the following types of insurance at least as broad and with limits of liability not less than those stated below.

- a. Commercial General Liability Insurance - Occurrence form including bodily injury, property damage, premises and operations coverage, products and completed operations coverage, coverage for independent contractors, personal and advertising injury coverage, and broad form contractual liability.

Limits of Liability

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

- a. Workers Compensation and Employer's Liability Insurance

Limits of Liability

Workers Compensation	Colorado Statutory Limits
EL: Bodily Injury by Accident – per employee	\$100,000
EL: Bodily Injury by Disease – per employee	\$100,000
Employer's Liability (EL) Policy Limits	\$500,000

- c. Business Automobile Liability

Limits of Liability

Combined Single Limit (Bodily Injury & Property Damage)	\$1,000,000
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- d. Professional Liability

Limits of Liability

General Aggregate	\$1,000,000
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- (3) Primary Insurance – The CONTRACTOR's insurance coverage shall be primary insurance with respect to RFTA, its Board of Directors, officials, agents, and employees. Any insurance or self-insurance maintained by RFTA, its officers, officials, agents, or employees shall be in excess to the coverage of the CONTRACTOR's insurance and shall not contribute to it.
- (4) RFTA as Additional Insured – RFTA shall be named as an additional insured under the CONTRACTOR's Automobile and Commercial General Liability coverages, providing that such insurance is primary with respect to claims made by RFTA, and these coverages shall be occurrence-based policies, and shall specifically provide that all coverage limits are exclusive of costs of defense, including attorney fees. The CONTRACTOR shall provide certificates of insurance to RFTA indicating compliance with this paragraph.
- (5) Waiver of Subrogation – CONTRACTOR shall obtain from its insurers a waiver of subrogation against RFTA, its Board of Directors, officials, agents, and employees for all insurance coverage except Workers Compensation.

- (6) CONTRACTOR and Subcontractors – CONTRACTOR shall require all of its subcontractors to provide the aforementioned coverage at levels that the CONTRACTOR and its subcontractors may consider necessary and any deficiency in the coverage or policy limits of the subcontractors will be the sole responsibility of CONTRACTOR.
- (7) Contractual Liability – The insurance provisions in this Contract in no way affect the liability of CONTRACTOR or the indemnity covenants stated elsewhere in this Contract.
- (8) Deductibles and Self-Insured Retention – All deductibles and/or self-insured retention amounts must be declared to and approved by RFTA. At the option of RFTA, the insurer shall either reduce or eliminate such deductibles or self-insured retentions with respect to RFTA, its Board of Directors, officials, agents, or employees.
- (9) Acceptability of Insurers – Insurance is to be placed with insurers duly licensed in the State of Colorado and with an “A.M. Best” rating of not less than “A:VII” at the time of placement of the insurance policies. RFTA in no way warrants that the above required minimum insurer rating is sufficient to protect the CONTRACTOR from potential insurer insolvency.
- (10) Certificates of Insurance – Before commencing performance on the Contract, CONTRACTOR and its subcontractors must furnish certificate(s) of insurance (using ACORD form or equivalent) to RFTA evidencing:
- a. Insurance coverage acceptable to RFTA.
 - b. Signature by person authorized by insurer to bind coverage on its behalf.
 - c. Effective expiration dates of policies.
 - d. RFTA must be given 30 days written notice of all cancellation, non-renewable, or material changes in policy.
 - e. A waiver of subrogation endorsement has been attached to all policies except Workers Compensation.
 - f. Any deductible and/or self-insured retention.
 - g. Any policy endorsements that restrict or limit coverage.
 - h. Any exclusions to the policy which are not part of the standard form.
 - i. Certificate of Insurance title block format is as follows: Roaring Fork Transportation Authority, 0051 Service Center Drive, Aspen, CO 81611.

Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of the Contract.

ARTICLE 15 – SUBLETTING, ASSIGNMENT, OR TRANSFER

It is understood by the parties to this Contract that the work of the CONTRACTOR is considered personal by RFTA. The CONTRACTOR agrees not to assign, sublet, or transfer any or all of its interest in this Contract without prior written approval by RFTA.

RFTA reserves the right to review all subcontracts prepared in connection with the Contract, and the CONTRACTOR agrees that it shall submit to RFTA any proposed subcontract documents together with subcontractor cost estimates for review and written concurrence of RFTA no later than five (5) business days in advance of their execution.

Any contract between the CONTRACTOR and any subcontractor shall comply with all provisions of this Contract. RFTA's approval of any assignment, sublet, or transfer shall not release the CONTRACTOR of any obligation under this Contract. As between RFTA and the CONTRACTOR, the CONTRACTOR shall be fully responsible for the acts and omissions of the subcontractors and persons either directly or indirectly employed by the CONTRACTOR. Nothing contained in this Contract shall create any contractual relation between any subcontractor and RFTA.

All subcontracts in the amount of \$10,000.00 or more shall include the provisions set forth in this Contract.

ARTICLE 16 – TERMINATION

- (1) Termination for Cause: If the CONTRACTOR fails to perform in the manner called for in this Contract or if the CONTRACTOR fails to comply with any other provisions of this Contract, RFTA may terminate this Contract for cause. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR has breached or is in default. The CONTRACTOR will only be paid the contract price for services performed in accordance with the manner of performance set forth in this Contract.

If it is later determined by RFTA that the CONTRACTOR has an excusable reason for not performing, such as a strike, fire, flood or other events which are not the fault of or are beyond the control of the CONTRACTOR, RFTA, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work or treat the termination as a termination of convenience.

RFTA in its sole discretion may, in the case of a termination for cause, allow the CONTRACTOR an appropriate period of time to cure the breach or default. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONTRACTOR fails to remedy to RFTA's satisfaction the breach or default, RFTA shall have the right to terminate this Contract without any further obligation to the CONTRACTOR. Any such termination for breach or default shall not in any way operate to preclude RFTA from also pursuing all available remedies against the CONTRACTOR and its sureties for said breach or default.

- (2) Termination for Convenience: RFTA may terminate this Contract for its convenience at any time by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination. If the Contract is terminated by RFTA for convenience, the CONTRACTOR will be paid compensation for those Services actually performed. Partially completed tasks will be compensated for based on a signed statement of

completion to be submitted by the CONTRACTOR which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

ARTICLE 17 – APPLICABLE LAWS AND VENUE AND CONTRACT DISPUTES

This Contract shall be governed by the laws of the State of Colorado. This Contract shall be deemed entered into in Garfield and Pitkin County, State of Colorado, as RFTA is located in both counties. At RFTA's option, the location for settlement of any and all claims, controversies and disputes arising out of or related to this Contract or any breach thereof, whether by alternative dispute resolution or litigation, shall be proper only in either county.

Disputes arising in the performance of this Contract, which are not resolved by agreement of the parties, shall be decided in writing by the RFTA Chief Executive Officer (CEO) prior to any commencement of an action in court or arbitration concerning any disputes. The decision of the RFTA CEO will state the reason for the action taken and shall inform the CONTRACTOR of its right to administrative review by the RFTA Board of Directors acting as the RFTA Procurement Appeals Board. The decision of the RFTA CEO shall be final and conclusive unless within 60 calendar days from the date of delivery of the decision to the CONTRACTOR, the CONTRACTOR delivers a written appeal to the RFTA General Counsel for consideration by the RFTA Procurement Appeals Board.

In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to submit written evidence in support of its position. The appeals proceeding shall be *de novo*. A decision on the appeal shall be made by the RFTA Board acting as the RFTA Procurement Appeals Board and shall become binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision. Unless otherwise directed by RFTA, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.

In addition to the requirements of Article 20 in this Contract entitled "Notices", a copy of any written notices, appeals, and documents pertaining to a contract dispute under this Article shall also be delivered to RFTA's Procurement Manager and General Counsel.

CONTRACTOR agrees that the economic loss rule shall not serve as a limitation on RFTA's right to pursue tort remedies in addition to other remedies it may have against CONTRACTOR. Such rights and remedies shall survive the project or any termination of this Contract.

ARTICLE 18 – SEVERABILITY

If any provision of this Contract is held to be invalid, illegal, or unenforceable for any reason, the validity, legality, and enforceability of the remaining provisions of this Contract will not be adversely affected.

ARTICLE 19 – ASSIGNABILITY

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE 20 – NOTICES

- (1) All official notices and communications under this Contract shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if delivered personally to the party to whom notice is given, or (ii) at the date of actual receipt if mailed by U.S. Postal Service, postage prepaid, return receipt requested.
- (2) Notices and other communications shall be directed to the parties at the addresses listed below:

Notice to CONTRACTOR:

[Insert Name of CONTRACTOR]

[Insert Mailing Address of CONTRACTOR]

[Insert City, State and ZIP Code of CONTRACTOR]

ATTN: **[Insert Name of CONTRACTOR Employee]**

Notice to RFTA:

Roaring Fork Transportation Authority

2307 Wulfsohn Road

Glenwood Springs, CO 81601

ATTN: Todd Horsley, Chief Operating Officer

Copy to: Collina Washington, Procurement Manager

- (3) Telephonic and electronic mail communications and facsimile transmittals may be used to expedite communications, but neither shall be considered official communications under this Contract unless and until confirmed in writing in accordance with this Article 20, paragraph (1) above.

ARTICLE 21 – OWNERSHIP OF DOCUMENTS

The CONTRACTOR agrees that all reports, drawings, computer disks, specifications, survey notes, estimates, maps, computations, and other data prepared by or for it under the terms of this Contract shall be delivered to, become, and remain the property of RFTA upon termination or completion of the work. RFTA shall have the right, at its sole risk, to use the same without restriction or limitation and without compensation to the CONTRACTOR other than that provided for in this Contract. The CONTRACTOR shall not have the right to use same for sale or other benefit without express written permission from RFTA.

ARTICLE 22 – PATENT AND RIGHTS IN DATA

If patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions will be the sole property of RFTA. However, RFTA agrees to and does hereby grant to the CONTRACTOR an irrevocable, non-exclusive, non-transferable, and royalty-free license to practice each invention in the manufacture, use, and disposition according to law of any article or material and in use of any method that may be developed as a part of the work under this Contract.

ARTICLE 23 – COPYRIGHTING

The CONTRACTOR and RFTA agree that any papers, interim reports, forms, and any other material which are part of the Work under this Contract are to be deemed a “work for hire,” as such term is defined in the Copyright Laws of the United States. As a “work made for hire”, all copyright interests in said works will vest in RFTA upon creation of the copyrightable work. If any papers, interim reports, forms, or other material which are a part of work under this Contract are deemed by law not to be a “work for hire”, any copyright interests of the CONTRACTOR are hereby assigned completely and solely to RFTA. Publication rights to any works produced under this Contract are reserved by RFTA.

ARTICLE 24 – PUBLICATION AND PUBLICITY

Articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals, or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Contract shall not be presented publicly or published without prior written approval by RFTA.

All releases of information, findings, and recommendations shall include a disclaimer provision and all published reports shall include that disclaimer on the cover and title page in the following form:

"The contents of this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not necessarily reflect the official views or policies of those of the Roaring Fork Transportation Authority or the Federal Transit Administration. This publication does not constitute a standard, specification, or regulation."

If any information concerning the Services, their conduct, results, or data gathered or processed should be released by the CONTRACTOR without prior approval from RFTA, the release of same shall constitute grounds for termination of this Contract without indemnity to the CONTRACTOR. In addition, the CONTRACTOR shall indemnify and hold harmless RFTA, its officers, employees, and agents from any liability arising from such unauthorized release of data.

Any request for information directed to the CONTRACTOR, pursuant to the Colorado Open Records Act, by the public shall be immediately redirected to RFTA for handling. RFTA shall

be responsible for providing the response to requests under the Colorado Open Records Act. The CONTRACTOR acknowledges and agrees that all records of the Services and the work, including records of the CONTRACTOR and its subcontractors are subject to the Colorado Open Records Act, C.R.S. 24-72-201 through 24-72-309 et seq.

ARTICLE 25 – COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR shall comply with all relevant requirements of all Federal, State, and local laws. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, RFTA shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 26 – CONFLICTS OF INTEREST

RFTA employees and directors are bound by the RFTA Code of Ethics and Standards of Conduct, which were adopted by the RFTA Board of Directors on April 13, 2006. The RFTA Code of Ethics and Standards of Conduct prohibits RFTA employees and directors engaged in the award and administration of contracts, or any person acting on their behalf, from accepting, directly or indirectly, any gift with a value of more than a nominal amount, including meals or tickets to sporting events, from any person with whom the employee interacts on official RFTA business. Therefore, CONTRACTOR, or its subcontractors or suppliers, may not make gifts or favors to any RFTA employee or director. It is a violation of the RFTA Code of Ethics and Standards of Conduct for any RFTA employee to accept any such gift or favor.

ARTICLE 27 – WARRANTIES

The CONTRACTOR warrants that it shall use the highest professional principles and practice in the performance of its obligations under this Contract and that its performance shall reflect the highest professional knowledge, skill, and judgment. CONTRACTOR further warrants and agrees that it, and any persons assigned by CONTRACTOR, shall perform this Contract in compliance with all federal, state, and local laws, statutes, acts, ordinances, rules, regulations, codes, or standards.

ARTICLE 28 – NONWAIVER

No failure or waiver or successive failures or waivers on the part of either party, its successors or permitted assigns, in the enforcement of any condition, covenants, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

ARTICLE 29 – MERGER

This Contract constitutes the entire agreement of the parties, all prior discussions, representations, and agreements being merged herein. The Contract may not be changed, modified, extended, or amended, nor any provision thereof waived, except by a written amendment executed by duly authorized representatives of the respective parties. The captions in this Contract are for convenience only and shall not affect the substantive meaning of any provision herein.

ARTICLE 30 – NO THIRD PARTY RIGHTS

Except as expressly set forth herein, the representations, warranties, terms, and provisions of this Contract are for the exclusive benefit of the parties hereto and no other person or entity shall have any right or claim against either party by reason of any of these terms and provisions or be entitled to enforce any of these terms and provisions against either party.

ARTICLE 31 – ATTACHMENTS

Any attachment or exhibit to this Contract will be incorporated into and made a part of this Contract. In the event of a conflict between the provisions contained in the body of this Contract and any attachment or exhibit, the terms in the body of this Contract will control.

ARTICLE 32 – SEPARATE COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one and the same instrument.

ARTICLE 33 – IMMIGRATION COMPLIANCE

To the extent this Contract constitutes a public contract for services pursuant to C.R.S. 8-17.5-101 et seq., the following provisions shall apply:

- (1) CONTRACTOR certifies that, prior to executing this Contract, it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration (the “E-verify Program”), or the employment verification program administered by the Colorado Department of Labor and Employment (the “Colorado Verification Program”).
- (2) CONTRACTOR shall comply with all reasonable requests by the Colorado Department of Labor and Employment made in the course of an investigation undertaken pursuant to the authority established in C.R.S. 8-17.5-102(5).

- (3) To the extent required by C.R.S. 8-17.5-102(1), by submitting a proposal or bid, the CONTRACTOR certifies that at the time of proposal or bid submission it did not knowingly employ or contract with an illegal alien who will perform work under this Contract, and that the CONTRACTOR will participate in the E-verify Program or the Colorado Verification Program in order to verify the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

ARTICLE 34 – REGULATORY COMPLIANCE

The work to be performed as the Services under this Contract may be financed, in part, by grants provided under programs of the Federal Transit Act, as amended, and as such is subject to the Terms and Conditions set forth in the grant agreements. CONTRACTOR understands that Federal laws, regulations, policies, and related administrative practices applicable to the Contract may be modified from time to time. CONTRACTOR acknowledges that the most recent of such Federal requirements will govern the Contract at any particular time, unless the Federal Government determines otherwise. Likewise, new Federal laws, regulations, policies, and administrative practices may be established after the Contract is executed and may apply to the Contract. The laws and regulations detailed in this Contract include, but are not limited to, those that will be applicable to the Contract. To the extent applicable, CONTRACTOR shall comply with the Federal, State, and RFTA imposed requirements contained in this Contract.

ARTICLE 35 – NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- (1) RFTA and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to RFTA, CONTRACTOR, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.
- (2) The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

ARTICLE 36 – PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- (1) The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further

acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

- (2) The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- (3) The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ARTICLE 37 – ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

- (1) Where the Purchaser (RFTA) is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the CONTRACTOR agrees to provide the Purchaser (RFTA), the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (2) The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The CONTRACTOR agrees to maintain all books, records, accounts, and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case CONTRACTOR agrees to maintain same until the Purchaser (RFTA), the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- (4) FTA does not require the inclusion of these requirements in subcontracts.

ARTICLE 38 – FEDERAL CHANGES

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in

the Master Agreement between Purchaser (RFTA) and FTA, as they may be amended or promulgated from time to time during the term of this Contract. CONTRACTOR's failure to so comply shall constitute a material breach of this Contract.

ARTICLE 39 – CIVIL RIGHTS

The following requirements apply to the underlying Contract:

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:
 - (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity", as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
 - (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

- (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
- (3) The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

ARTICLE 40 – DISADVANTAGED BUSINESS ENTERPRISES (DBE)

- (1) This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. RFTA's overall goal for DBE participation in federally funded contracts during FY 2011 (October 1, 2010 – September 30, 2011) is 20%. A separate contract goal has not been established for this Contract.
- (2) The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as RFTA deems appropriate. Each subcontract the CONTRACTOR signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- (3) The CONTRACTOR will be required to report its DBE participation obtained through race-neutral means throughout the Term of Contract.
- (4) The CONTRACTOR is required to pay its subcontractor (s) performing work related to this contract for satisfactory performance of that work no later than 15 calendar days after the CONTRACTOR's receipt of payment for that work from RFTA. In addition, the CONTRACTOR may not hold retainage from its subcontractors.
- (5) The CONTRACTOR must promptly notify RFTA, whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The CONTRACTOR may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of RFTA.

ARTICLE 41 – INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1F](#), are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any RFTA requests which would cause RFTA to be in violation of the FTA terms and conditions.

ARTICLE 42 – ENERGY CONSERVATION

The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

ARTICLE 43 - DEBARMENT AND SUSPENSION

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that neither the CONTRACTOR, its principals as defined at 49 CFR 29.995, or affiliates as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its proposal, CONTRACTOR certifies as follows:

The certification in this clause is a material representation of fact relied upon by Roaring Fork Transportation Authority. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to Roaring Fork Transportation Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the Term of Contract. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 44 – FLY AMERICA REQUIREMENTS

The CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available

or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed their seals the day and year above first written.

**ROARING FORK TRANSPORTATION
AUTHORITY:**

[NAME OF CONTRACTOR]:

Dan Blankenship
Chief Executive Officer

Date

[Name Of Signing Authority]
[Title of Signing Authority]

Date

EXHIBIT A
SCOPE OF SERVICES

[Scope of Services to be inserted into final contract. Scope of Services will be a negotiated version of the Scope of Services included as Part II of the Request for Proposals document.]

EXHIBIT B
COMPENSATION AND METHOD OF PAYMENT FOR CONSULTING SERVICES

1. Total Compensation

This Contract is a firm, fixed-price contract. It understood by the parties that the maximum compensation under this Contract is \$.

The maximum compensation under this Contract may only be modified by written agreement of both parties to the Contract in the form of a Contract Amendment as specified in Article 11 of the Contract.

2. General Terms and Conditions

- A. For full and complete compensation for all work, materials, and services furnished under the terms of this Contract, the CONTRACTOR shall be paid the fixed price specified in Exhibit B, Section 1 above.
- B. The fixed price amount for the Contract shall not be exceeded unless RFTA determines that there is a requirement for a substantial change in the scope, character, or complexity of the work from that originally negotiated for the Contract and issues a Contract Amendment.
- C. RFTA shall pay the CONTRACTOR for Services performed in accordance with Article 8 of the Contract.
- D. The CONTRACTOR expressly agrees that he shall do, perform and carry out in a satisfactory and proper manner, as determined by RFTA, all of the work and services described in the Contract.
- E. Should the work under the Contract be terminated for convenience by RFTA, pursuant to Article 16 of the Contract, the CONTRACTOR shall be paid based upon the percentage of work completed at the point of termination.

3. Partial Payment

Payment for Services performed under the Contract shall be made based on actual work completed and substantiated by detailed invoices and other such documentation that RFTA may reasonably require. Such invoices and other documentation will be verified by RFTA, and payment will be made by RFTA to the CONTRACTOR in the full amount of the actual work completed, less the total of all previous payments, up to the total fixed price amount identified in Exhibit B, Section 1 above.

4. Final Payment

Upon completion, delivery and acceptance of all work contemplated under the Contract, the CONTRACTOR shall submit one (1) final invoice statement for the balance of the fixed price amount specified in Exhibit B, Section 1 above. At

such time, payment of 100% of the fixed price amount, less the total of all previous payments, shall be paid by RFTA to the CONTRACTOR.

The CONTRACTOR agrees that acceptance of this final payment for the Contract shall be full and final settlement of all claims arising against RFTA for work done, materials furnished, costs incurred, or otherwise arising out of this Contract and shall release RFTA from any and all further claims of whatever nature, whether known or unknown, for and on account of said Contract, and for any and all work done, and labor and materials furnished, in connection with same.

EXHIBIT C
REQUEST FOR PROPOSALS FOR COMPREHENSIVE ORGANIZATIONAL
ASSESSMENT

[RFP document to be attached prior to contract execution.]

EXHIBIT D
PROPOSAL SUBMITTED BY CONTRACTOR IN RESPONSE TO RFP

[Proposal submitted by CONTRACTOR to be attached prior to contract execution.]

PART IV – Offer Documents

CHECKLIST³

The following items must be included in your proposal in order to receive consideration. Failure to complete all forms included in this package may result in your proposal being ruled non-responsive. Non-Responsive proposals will not be evaluated for contract award.

- ☐ Offer Document #1 Cover Sheet
- ☐ Offer Document #2 Cover Letter
- ☐ Offer Document #3 Proposer Questionnaire
- ☐ Offer Document #4 Acknowledgement of Addenda to RFP
- ☐ Offer Document #5 Statement of Proposer's Qualifications and Experience
- ☐ Offer Document #6 Proposer's Approach to Provision of Services
- ☐ Offer Document #7 Price Proposal
- ☐ Offer Document #8 Conflict of Interest Statement

³ This form is for your information only and is not to be returned with your proposal.

OFFER DOCUMENT #3
PROPOSER QUESTIONNAIRE

A. SUBMITTING BUSINESS ENTITY IDENTIFICATION & OWNERSHIP DISCLOSURE

Company: _____

Contact Person: _____

Title: _____

Address: _____

Telephone No.: _____

Organized under the laws of the State of _____

Principal place of business located at _____

Taxpayer Identification Number: _____

Indicate which of the following apply:

- ☐ Corporation
- ☐ Partnership
- ☐ Sole Proprietor
- ☐ Small Business
- ☐ Disadvantaged Business Enterprise (DBE)

Certified by _____

B. OTHER INFORMATION

1. General character of work performed by your firm:

2. Has your firm ever failed to complete any work awarded to you? If yes, explain.

Offer Document #3 – Continued

3. Has your firm ever defaulted on a contract? If yes, explain.

4. Indicate the names of subcontractors, if any, proposed for this project and whether the subcontractor is a certified Disadvantaged Business Enterprise (DBE) and by whom they are certified.

5. Please indicate if your firm, subcontractor or any persons associated therewith in the capacity of owner, partner, director, officer or any other position involving the administration of federal funds⁴:

- ☐ is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility of any federal agency;
- ☐ has been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the last three (3) years;
- ☐ has a proposed debarment pending; or
- ☐ has been indicted, convicted, or had a civil judgment rendered against it or them by a court competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

CERTIFICATION

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same services, materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and can result in fines, prison, sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this Request for Proposals and certify that I am authorized to sign for the Proposer.

Signature _____

Date _____

Printed Name _____

Title _____

⁴ Any of the above conditions will not necessarily result in denial of award, but will be considered in determining Offeror responsibility. For any condition noted, indicate to whom it applies, initiating agency, and date of action. Providing false information may result in federal criminal prosecution or administrative sanctions.

OFFER DOCUMENT #4
ACKNOWLEDGMENT OF ADDENDA

The following form must be completed and included in the Proposal.

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

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the documents:

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

Offeror: _____
 Name

Street Address

City, State, Zip

Signature of Person Authorized to
submit Proposal

Title

Phone

OFFER DOCUMENT #7 PRICE PROPOSAL

In accordance with Part I, Section 1.28.7 of the RFP, this document shall list all pricing information submitted by the Proposer. Proposer must complete the shaded columns of the form. This document must be fully completed, signed by an authorized representative of the Proposer and submitted with the proposal. The amount of the "Total Fixed Price Proposal" (Line "I" below) shall represent the Proposer's lump sum contract price proposal to RFTA.

Proposer Name:

Date:

Signature:

Printed Name:

Title:

Labor Costs					
	Labor Unit	Labor Hours		Hourly Rate	Total
1			X		=
2			X		=
3			X		=
4			X		=
5			X		=
6			X		=
7			X		=
8			X		=
A	Total Labor [Sum of Lines 1-8]				\$
B	Overhead Rate				%
C	Total Overhead [A x B]				\$
D	Total Labor + Overhead [A + C]				\$
Other Direct Costs (ODCs)					
	ODC Description (Example: Travel, Printing, etc.)				Total
1					\$
2					\$
3					\$
4					\$
5					\$
E	Total Other Direct Costs [Sum of Lines 1-5]				\$
Subcontractors					
	Subcontractor Name and Description of Work				Total
1					\$
2					\$
3					\$
F	Total Subcontractor Costs [Sum of Lines 1-3]				\$
G	Profit Rate				%
H	Total Profit [D x G]				\$
I	Total Fixed Price Proposal [D + E + F + H]				\$

OFFER DOCUMENT #8 **CONFLICT OF INTEREST STATEMENT**

Proposer shall provide a list of all entities and/or individuals with which it has relationships that create, or may appear to create, conflicts of interest with the work that is contemplated by this RFP. The list should indicate the names of the entities and/or individuals, their relationship to the Proposer, and a description of the real and/or apparent conflicts. In addition, please be sure to include descriptions of relationships with any or all RFTA Board Members and employees that create, or may appear to create, any real and/or apparent conflicts of interest. The following real and/or apparent conflicts exist:

1.	Name:	
	Relationship to Proposer:	
	Description of Conflict:	
2.	Name:	
	Relationship to Proposer:	
	Description of Conflict:	
3.	Name:	
	Relationship to Proposer:	
	Description of Conflict:	
4.	Name:	
	Relationship to Proposer:	
	Description of Conflict:	
5.	Name:	
	Relationship to Proposer:	
	Description of Conflict:	

Signature

Title

Date