



RFTA Solicitation No. 12-039

REQUEST FOR PROPOSALS

FLUIDS AND FUELS MANAGEMENT SYSTEM

Solicitation Date:	December 19, 2012
Pre-Proposal Conference:	January 3, 2013 1:00 p.m. (MT)
Site Visits:	January 17, 2013
Deadline for Contractor Inquiries, Requests for Clarification and/or Approved Equals:	January 22, 2013 5:00 p.m. (MT)
Deadline for RFTA's Response to Inquiries, Requests for Clarification and/or Approved Equals:	January 28, 2013 5:00 p.m. (MT)
Proposals Due:	February 12, 2013 2:00 p.m. (MT)

Roaring Fork Transportation Authority
Procurement Department
1340 Main Street
Carbondale, CO 81623
procurement@rfta.com



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NOTICE TO PROPOSERS

RFTA SOLICITATION NO. 12-039

Dear Proposer:

The Roaring Fork Transportation Authority ("RFTA") is soliciting proposals from suppliers for the purchase of all materials, labor and equipment necessary to install a fully automated, computerized, fuels & fluids management system to track fuels and fluids used by its fleet at two locations: Aspen Maintenance Facility and Glenwood Maintenance Facility.

Solicitation documents will be available **Wednesday, December 19, 2012**. To download a copy of the Request for Proposal (RFP) 12-039, please go to <https://rfta.sharefile.com/d/s9a72011bf9b46fb9> to download the necessary documents. You must create your own user ID and password to access the ShareFile site and enter a valid email address for further communications. **NOTICE! In case of difficulties with ShareFile access, please contact Barbara Hauptli at procurement@rfta.com or (970) 384-4861 immediately.**

There will be a Pre-Proposal Conference via Webex on **Thursday, January 3, 2013**. Attendees must register by submitting a Vendor Registration Form, available at <http://www.rfta.com/rfps.html> to obtain connection details.

Proposals will be due **Monday, February 11, 2013 by 2:00 p.m. (MT)**. Proposals should be submitted via upload to <https://rfta.sharefile.com/r/r18eecf0f15946809> in PDF format. Please use **"YOUR COMPANY NAME Response to RFP #12-039"** as the title of the uploaded document to clearly indicate the contents. To be considered, proposals must arrive at RFTA on or before the date and time specified. Any proposals received after the time to which reference is made will be returned.

For questions or more information, contact RFTA's Procurement Department:

Barbara Hauptli, Procurement Specialist, (970) 384-4861, Dina Farnell, Procurement Specialist, (970) 384-4869 or Collina Washington, Procurement Manager, (970) 384-4886. Email procurement@rfta.com

Published in the following: APTA Passenger Transport, Transit Talent, RFTA Web Site (www.rfta.com/rfps.html) and CASTA.

SOLICITATION NO. 12-039
FLUIDS AND FUELS MANAGEMENT SYSTEM

PART I - SOLICITATION, OFFER AND AWARD

1. GENERAL INFORMATION TO THE VENDOR

- 1.1 **Purpose of Procurement.** The Roaring Fork Transportation Authority (RFTA) is seeking proposals from qualified suppliers for the purchase of all materials, labor and equipment necessary to install a fully automated, computerized, fuels & fluids management system to securely dispense and track fuels and fluids used by its fleet. The system will also have a secure method of manual override when required and will allow dispensing and tracking of fuel and fluids used in “guest” vehicles and miscellaneous equipment. The system shall be capable of downloading data to RFTA’s Transit Asset Management System (TAM) and reconciling inventory between the TAM and RFTA’s Underground Storage Tank Monitoring System. RFTA is currently in the process of switching to a new TAM system. It is critical that the fuels and fluids management system integrate seamlessly with major TAM software programs. It would be preferred that all data be downloaded into the TAM system on a “real time” basis (at the completion of fueling each vehicle) to minimize mileage conflicts with RFTA’s TAM system.

Accurate tracking of fuels/fluids consumption and vehicle mileage/hours by the fuels and fluids management system and the ability to download this information into a TAM program is critical to the successful and efficient management of RFTA’s fleet. The importance of a successful installation and integration of an automated fuels and fluids management system with its TAM system cannot be overstated. As such, proposers must be able to document successful installation and integration of their product in other transit operations using TAM software to be considered a responsible supplier. See Part 1, Section 34 (b) 9 below for details to be provided with references.

- 1.2 **Federal Participation in Contract.** The project will be funded in part using both Federal and State grants. The successful Proposer agrees to comply with any and all provisions and regulations required by the grant agreement between RFTA and the United States Department of Transportation (USDOT) and RFTA and the Colorado Department of Transportation (CDOT). This solicitation does not commit RFTA to award a contract, or pay any cost incurred in preparation of proposals, or to produce or contract for the solicited services.
- 1.3 **Type of Procurement.** RFTA Solicitation No. 12-039 is a “Best Value” procurement utilizing a competitive solicitation process; therefore, RFTA may choose to award a contract to a Proposer who does not submit the lowest price proposal, but who demonstrates the “best value” for RFTA.. 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 in Part I, Section 3.2 of this RFP below.

There will be no public opening and reading of proposals. Proposals will be evaluated by RFTA in accordance with the procedure outlined in Part I, Section 3.2 of this RFP below. RFTA will announce the successful Proposer in a formal Notice of Recommendation for Contract Award at the conclusion of the proposal evaluation process.

RFTA reserves the right to solicit Best and Final Offers (BAFO) from Proposers who submit proposals within a competitive range to be established by RFTA; however, RFTA may also choose to award a contract based on initial proposals received without soliciting BAFOs from Proposers.

1.4 **Procurement Schedule.**

DATE	EVENT
December 19, 2012	Solicitation Date
January 3, 2013 1:00 p.m. (MT)	Pre-Proposal Conference via Webex – PRE-REGISTRATION REQUIRED
January 17, 2013	Site Visits – PRE-REGISTRATION REQUIRED
January 22, 2013 5:00 p.m. (MT)	Written inquiries, requests for clarifications and/or approved equals must be directed to Barbara Hauptli, RFTA Procurement Specialist, at procurement@rfta.com
January 25, 2013 5:00 p.m. (MT)	RFTA's responses to written inquiries, requests for clarifications and/or approved equals posted on RFTA website www.rfta.com .
February 12, 2013 2:00 p.m. (MT)	Uploaded proposals must be received by the RFTA Procurement Department no later than 2:00 p.m. (MT). Link for uploads https://rfta.sharefile.com/r/r18eecf0f15946809

- 1.5 **Pre-Proposal Conference.** A Pre-Proposal Conference will be held via Webex at **1:00 p.m. (MT) on Thursday, January 3, 2013**. Participants will register by completing and submitting RFTA's Vendor Registration Form, available at <http://www.rfta.com/rfps.html>. Participants will then receive the call-in information via email. Please note that this Webex meeting will be recorded and the recording will be made available to attendees following the conclusion of the conference. While participation in the Pre-Proposal Conference is not mandatory, it is strongly encouraged.

- 1.6 **Site Visits.** Interested parties may register for the on-site visits by submitting a request via email to procurement@rfta.com (attention Barbara Hauptli) no later than close of business on January 14, 2013. The site tours will be held on Thursday, January 17, 2013. Tours will begin at the Aspen Maintenance Facility (AMF), and continue to the Glenwood Maintenance Facility (GMF). RFTA staff will be on hand to address issues specific to each location and to answer questions proposers may have. Attendees will be required to provide their own transportation to the sites. All attendees must have outerwear that clearly identifies their corporate affiliation and must wear RFTA visitor badges provided upon arrival while on site.

RFTA will not reimburse Proposers for expenses incurred related to attendance at the Site Visits. In addition, *RFTA will not provide special, individual tours of the project site to Proposers who do not attend Site Visit.* Because the project sites are active bus operations areas, Proposers are not allowed to visit the Station sites independently.

1.7 **Restrictions on Communications during Solicitation, Offer & Award Period.**

All official correspondence, excluding protests, from RFTA regarding this solicitation shall be transmitted in writing [defined as being sent or received by electronic mail (email)] to and from RFTA's Procurement Specialist, Barbara Hauptli at procurement@rfta.com. Facsimile transmissions will not be considered official correspondence.

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 and shall only be with RFTA's Procurement Department. Oral communications regarding this solicitation shall not be considered official communications. RFTA is not responsible for any oral statements made by its employees, consultants, or other representative regarding this solicitation.

Please see Part I, Section 2.17 Protest Procedures, below, for instructions regarding the submittal of protests.

2. **SOLICITATION TERMS AND CONDITIONS**

- 2.1 **Award of Contract.** 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 in Part I, Section 3.3 of this RFP below.

The execution of a Contract pursuant to this solicitation is dependent upon negotiation of a mutually acceptable Contract with the successful Proposer. The successful Proposer must be prepared to execute a Contract that includes all of the General Terms and Conditions contained within this solicitation, as may be amended by Addenda to the solicitation. RFTA has no obligation to approve

requested changes to the General Terms and Conditions beyond the Inquiry Period for this solicitation and no changes (other than corrections to typographical errors) will be made to the General Terms and Conditions after award to the successful Proposer.

This solicitation does not commit RFTA to award a contract, or pay any cost incurred in preparation of proposals, or to produce or contract for the solicited services.

- 2.2 **Type and Term of Contract.** RFTA intends to negotiate and enter into a Fixed Price contract with the selected Proposer for the goods and services to be provided in conjunction with the Scope of Work for the contract, which is included as Part II of this RFP document.

Any extensions or renewals of the term of the contract shall be made in writing by both parties in advance of the contract expiration date.

RFTA's obligation under the contract shall be contingent upon the availability of appropriated funds from which payment for contract purposes can be made.

- 2.3 **Period of Performance.** Performance shall commence as of the date specified in the Notice to Proceed for the Contract, which is projected for on or about April 1, 2013. Contractor shall coordinate as necessary with the RFTA Director of Maintenance with regard to scheduling access to the installation sites. Installation of all systems and components, and testing and initial operation shall be completed by May 31, 2013.

- 2.4 **Insurance.** The selected Contractor shall procure and maintain insurance, in the amounts and types of coverage specified in Part III, Article 14 of this solicitation. The required insurance policies shall remain in full force and effect throughout the term of the Contract.

- 2.5 **Deadline for Submission of Proposals.** Proposals submitted in response to RFTA Solicitation No. 12-039 must be received by RFTA no later than **Thursday, January 24, 2013 at 2:00 p.m. (MT)** to ensure that they are evaluated for contract award by the Proposal Evaluation Committee for this procurement

Proposals received after the submission deadline will not be considered and will be returned unopened to the vendor. NO EXCEPTIONS.

- 2.6 **Format of Proposals.** One (1) electronic copy in .pdf format must be submitted to RFTA via upload to <https://rfta.sharefile.com/r/r18eecf0f15946809> by the submission deadline for the proposal to be eligible for evaluation and consideration for contract award. The signed and dated Price Proposal MUST be attached as a .pdf format file separate from all other proposal content.

All proposals must be prepared and submitted in accordance with the proposal document format and content requirements specified in Part I, Section 3.2 below.

As a condition of proposal responsiveness, all documents included as Part IV of this RFP that require the signature of the Proposer must be signed. The proposed goods and services must be in strict compliance with the Scope of Work, included as Part II of this RFP.

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.

- 2.7 **Method of Delivery/Location for Submission of Proposals.** Proposals must be submitted exclusively by upload to the RFTA Procurement Department ShareFile site at <https://rfta.sharefile.com/r/r18eecf0f15946809>. The upload containing the proposal should not be sent to anyone at RFTA. The title line of the upload containing the proposal must reference **“Your Company Name Proposal for RFTA Solicitation No. 12-039”** to ensure that the proposal is properly identified and evaluated by RFTA. Failure to clearly denote your upload 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 upload, ShareFile will automatically reply with an email 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 will not be responsible for late or lost deliveries of proposals submitted via email, nor will they be held responsible for information technology issues which result in delaying submittals. RFTA shall not be responsible for proposals delayed by non-responsive IT systems; failure of emailed submittals to pass through spam or other security screens; or rejection of PDFs that exceed the system's size limitations for attachments, which are subject to change.

- 2.8 **Inquiries and/or Requests for Clarifications or Approved Equals.** Inquiries regarding RFTA Solicitation No. 12-039 must be submitted to RFTA in writing by **5:00 p.m. (MT) on Tuesday, January 22, 2013**. Written inquiries must be submitted to the attention of Barbara Hauptli, Procurement Specialist, in accordance with Part 1.10 above. Written inquiries must be in the form of questions. Written inquiries received after the submission deadline will not be responded to by RFTA.

RFTA staff will review and evaluate all written inquiries that are received by the submission deadline and will post RFTA's responses to all inquiries to the RFTA web site at www.rfta.com/rfps.html not later than 5:00 p.m. (MT) on Friday, January 25, 2013. 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 1, Section 2.9 below, on or after January 25, 2013. It is the sole responsibility of the Proposer to make itself aware of RFTA's responses to written inquiries and their impact on the RFP.

- 2.9 **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 ShareFile site at <https://rfta.sharefile.com/d/s9a72011bf9b46fb9>. All Proposers that have previously downloaded a copy of the RFP documents will be notified via email that an addendum is available. This process will be repeated each time an addendum is made available by RFTA.

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

Proposer shall acknowledge receipt of all addenda by completing and submitting the 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 the Acknowledgement of Addenda may be excluded from consideration for a contract award.

- 2.10 **Proposal Price Validity.** Proposal pricing shall remain valid for a period of ninety (90) calendar days after the deadline for proposal submission identified in Part I, Section 1.5 above.
- 2.11 **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 2.5 above.

- 2.12 **Conditional Proposals.** Conditional proposals, additional terms and conditions attached to a proposal by a Proposer, and/or any proposal taking exception to any part of this RFP will be considered non-responsive and shall be rejected by RFTA.
- 2.13 **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.
- 2.14 **Single Response to Solicitation.** If only one proposal is received in response to this RFP, 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.
- 2.15 **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 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 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, the determination whether it is or not will be determined by RFTA under Colorado state law.
- 2.16 **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.

- 2.17 **Protest Procedures.** Protests related to this RFP or resulting contract award must be submitted in writing to the RFTA Procurement Manager, Collina Washington at cwashington@rfta.com. RFTA's protest procedures, as included in the 2010 RFTA Procurement Manual, Section 3.13, are as follows:

3.13.1 Authority To Resolve Protested Solicitations And Award

- (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 RFTA will disclose information regarding the protest to the FTA Region VIII office in Denver, Colorado, 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.

- 2.18 **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 pre-empt State licensing laws.

- 2.19 **Conflicts of Interest.** RFTA employees and members of the RFTA Board of 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, Proposers, including their 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.

In addition, any persons acting as members of the Proposal Evaluation Committee for this procurement shall, for the purposes of this procurement, be bound by RFTA's Code of Ethics and Standards of Conduct. Throughout the proposal evaluation and award process and subsequent contract negotiations, Proposers shall not discuss or seek specific information about this procurement, including but not limited to, the contents of submissions, the evaluation process, or the contract negotiations, with members of the Proposal Evaluation Committee, the RFTA Board of Directors, or RFTA employees other than designated staff in the Procurement Department.

- 2.20 **Contractual Relationships.** RFTA intends to negotiate and execute a formal contract for the provision of the required equipment and services with the selected Proposer. The format of the contract and specific contract language will be negotiated between RFTA and the selected Proposer; however, the contract must include the Scope of Work included as Part II of this RFP and all of the RFTA Contract Terms and Conditions included as Part III of this RFP.

The selected Proposer's contractual responsibility must solely rest with one firm or legal entity, which shall not be a subsidiary or affiliate with limited resources. The Proposer's Questionnaire, included in Part IV of this RFP, must clearly indicate the firm or entity responsible for contract execution.

RFTA will not be a party to agreements between the selected Proposer and/or any subcontractors it may choose to employ during fulfillment of the contract; however, the selected Proposer 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 Part III, Article 16 of this RFP.

- 2.21 **Contractual Provisions.** The contract to be executed between RFTA and the selected Proposer as a result of this solicitation must include all of the RFTA Contract Terms and Conditions included as Part III of this RFP. RFTA has no obligation to consider and/or approve exceptions or changes to the RFTA Contract Terms and Conditions included as Part III of this RFP. RFTA reserves the right to modify the RFTA Contract Terms and Conditions and/or include additional contractual provisions in the contract at its sole discretion.
- 2.22 **Responsibility for Compliance with Legal Requirements.** The selected 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.
- 2.23 **Materials and Equipment.** The selected Proposer shall at its own expense furnish all labor, supplies, materials, equipment and machinery necessary to provide the goods and services required by the contract.
- 2.24 **Personnel.** Proposer represents that he/she has, or will secure at his/her own expense, all personnel required in providing the equipment and services under the contract that may be awarded as a result of this solicitation. Such personnel shall not be employees of or have any contractual relationship with RFTA. All the services required hereunder will be performed by the selected Proposer 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 the contract shall be subcontracted without prior written approval by RFTA.
- 2.25 **Knowledge of Conditions.** Each Proposer shall thoroughly examine and be familiar with the Scope of Work (Part II of this RFP), RFTA Contract Terms and Conditions (Part III of this RFP) 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 Scope of Work, RFTA Contract Terms and Conditions, and all other conditions and requirements in every detail.

- 2.26 **Tax Exempt.** RFTA is exempt from paying Federal, state and local taxes, and such taxes must not be included in the Proposer's Price Proposal in response to this RFP. RFTA will furnish the selected Proposer with the necessary proof of tax exemption documents.
- 2.27 **Prime Contractor Responsibilities.** The selected Proposer will be required to assume responsibility for all equipment and services offered in its proposal regardless of who provides them. Further, RFTA will consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

Prior to contract award, the selected Proposer will be required to submit to RFTA copies of any licenses that it may be required to obtain by local, state or Federal authorities prior to the start of the Work and a completed W-9 Form.

3. CONTENTS OF A COMPLETE PROPOSAL

- 3.1 **Proposal Checklist.** A complete, responsive proposal submitted in response to RFTA Solicitation No. 12-039 must contain the elements shown on the checklist included for reference in Part IV on page 64.
- 3.2 To be eligible for evaluation by RFTA as a complete, responsive proposal in response to RFTA Solicitation No. 12-039, any and all proposals submitted to RFTA must contain all of the following documents, properly signed (as required), fully completed by the Proposer, and arranged in the following order:
- 3.2.1 The **Cover Letter** shall briefly describe the Proposer's interest in the scope of services 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.
- a. 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.
 - b. 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 include the name, title, email address and contact phone number of the person authorized to submit the proposal. The cover letter must be signed and dated by the person authorized to submit the proposal. The person

authorized to submit the proposal must be an authorized officer or agent of the corporation.

- c. If the designated Contact Person for the proposal is not the same as the person authorized to sign the proposal, the Contact Person's name, title, contact phone number and email address must be provided.
- d. 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.

3.2.2 Statement of Proposer's Qualifications and Experience including the details indicated below.

- a. A Corporate profile of their firm outlining its history, philosophy and target market.
- b. A minimum of five (5) references, detailing fuels and fluids management experience and implementation of transit-related projects with similar size/scope. For each reference, include:
 - 1. Name and title of contact person
 - 2. Company name and address
 - 3. Contact person's direct phone number and email address
 - 4. Dates of project performance and any integration with existing software.
 - i. Specify which project(s) involved system integration with existing customer software and identify the software.
 - ii. Specify if proposer has never installed a fluids and fuels management system that involved integration with "outside" software.
 - iii. Specify if proposer has successfully completed a project involving integration with Assetworks TAM software.
- c. A description of the Proposer's understanding of the project objectives/outcomes and vision, and how these will be achieved.
- d. A detailed project methodology explaining each project task including what will be expected of both the vendor and RFTA with respect to each task.
- e. Team Composition – a complete listing of all key personnel who will

be assigned to this project. This will include their relevant experience, qualifications for this project, roles and responsibilities, leadership, etc., in addition to their availability for this project.

- f. A detailed proposal of what will be delivered, including the expected outcome and benefits to RFTA.
- g. A detailed schedule of all activities, including milestones, project meetings, interim reports and progress reports required for this project if necessary.

There is no prescribed format for this document. The format of the document shall be at the discretion of Proposer; however, every effort should be made to arrange the information in the order indicated above. The document shall be limited to ten (10) typed pages.

3.2.3 **Price Proposal must be attached to your submission as a SEPARATE .pdf document.** A complete price proposal will include:

- a. Itemized costs for labor, equipment, supplies, software and any other costs associated with installing and implementing the required fuel and fluids management system. Costs quoted shall be inclusive of all travel expenses and labor costs for installation and training of personnel.
- b. Information regarding a fixed price service agreement after the initial full labor and material warranty period, including costs associated with upgrades available and/or required.
- c. Signature of authorized signer with date.

3.2.4 Each of the eleven (11) certifications included as **Attachments** in Part IV, properly signed and notarized (as required), fully completed by the Proposer, and arranged in the order listed in the checklist in Part IV. A completed **W-9 Form** must accompany each proposal unless Proposer is currently doing business with RFTA.

3.3 **Proposal Evaluation and Contract Award** RFTA Solicitation No. 12-039 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.

3.3.1 **Standards for Award.** 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.

- i. 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.
 - ii. 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.
 - i. 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 RFTA Contract Terms and Conditions.
 - ii. The Proposer is judged, at the sole discretion of RFTA, to be the qualified Proposer that offers the best value to RFTA for the equipment and services to be provided.

3.3.2 Evaluation and Award Process. All proposals shall be evaluated by a Proposal Evaluation Committee to be comprised of professional staff employed by RFTA or its consultants. 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 3.3.1 (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 Evaluation Committee for responsibility in accordance with the standard set forth in Part I, Section 3.3.1 (b) above.
- c. Proposals that are determined to be responsive and that were submitted by responsible Proposers shall be further evaluated by the Proposal Evaluation Committee to determine the proposal that is most advantageous to RFTA. To determine the most advantageous proposal to RFTA, the Proposal Evaluation Committee will evaluate the proposals taking into consideration the following criteria (listed in no particular order of importance):
 - i. Proposer’s experience of successfully installing and implementing an automated fuels and fluids management system and integrating with a TAM system. Proposer must

demonstrate its success by supplying a list of individual clients as references. These references should be transit related. See Part I, Section 3.2.2 (i) above.

- ii. Proposer's overall approach to meet or exceed requirements. Proposers must indicate in detail how their system results in the most manageable and cost effective fuels and fluids management system.
 - iii. Proposer implementation and operational capabilities plan must offer a detailed explanation of its approach to implementing this program and explain the operational and administrative functions as outlined in Part I, Section 3.2.2 above.
 - iv. Proposer's experience in providing system integration and parameter driven reporting between fuels and fluids management system and major TAM systems to ensure timely information for operational staff and financial recording.
 - v. Understanding of project objectives/outcomes and vision.
 - vi. Team Composition – Experience and Qualifications of those staff to be assigned to the project.
 - vii. Project Deliverables.
 - viii. Cost including maintenance, upgrade costs, warranties and training costs.
 - ix. Trade in Values (if any).
 - x. Disposal costs (if any).
 - xi. Interview (if required).
- d. A Recommendation for Contract Award to the Proposer who submitted the most advantageous proposal to RFTA, as solely determined by the Proposal Evaluation Committee, and that meets the standards for contract award specified in Part I, Section 3.3.1 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.
 - e. The RFTA CEO will consider the Recommendation for Contract Award.
 - f. 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 Contractor will commence.

- g. A contract will be executed with the successful Proposer and a Notice to Proceed will be issued.

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.



SOLICITATION NO. 12-039 Fluids and Fuels Management System

PART II – SCOPE OF WORK

2.0 Introduction

RFTA has been in operation since 1983 and functions as a Regional Transportation Authority (RTA) which includes the communities of Aspen, Snowmass Village, Pitkin County, Basalt, a portion of Eagle County, Carbondale, Glenwood Springs and New Castle. RFTA provides commuter, ski shuttle, and intra-city bus service, and is in the process of building a bus rapid transit system. RFTA operates a fleet of over 100 vehicles and carries approximately 4.5 million passengers per year, making it the largest rural bus operator in the state of Colorado. RFTA currently houses buses in two primary locations, a maintenance facility in Aspen and a maintenance facility in Glenwood Springs.

Both locations operate 24/7, 365 days a year. Total estimated fluid consumption is as follows:

- Diesel Fuel 700,000 gallons/year
- Gasoline 60,000 gallons/year
- Motor Oil 3,000 gallons/year
- ATF 500 gallons/year
- DEF 300 gallons/year

RFTA is purchasing 22 CNG buses that are scheduled to be delivered in 2013. Once these vehicles are placed into full service, it is expected that 350,000 gallons of Diesel Fuel will be replaced with a similar amount of CNG. CNG will be measured in Diesel Gallon Equivalent (DGEs). In addition, a second set of motor oil hose reels will be installed for the CNG buses. Because RFTA will be using two different types of motor oil that cannot be intermixed, the requirement found later in the Scope of Work that limits the types of fuel and fluids that can be dispensed by vehicle number or type will be a critical evaluation criterion. CNG will only be dispensed at the Glenwood facility at this time.

The Aspen Maintenance Facility (AMF) is located at 0051 Service Center Drive, Aspen, Colorado. The Glenwood Maintenance Facility (GMF) is located at 2307 Wulfsohn Road, Glenwood Springs, Colorado. The maintenance facilities are located within Pitkin County and the City of Glenwood Springs, respectively, and will therefore be subject to local building, permitting and operational codes and regulations, as applicable. The primary fueling of diesel and CNG buses is performed indoors, so codes and regulations governing the installation of the fuel and fluids management hardware and wiring must meet much more stringent

requirements than is customary. Electrical or low voltage work within the fueling areas must comply with Class 1, Division 2 safety standards.

For short periods of time, usually during special events or local emergencies, RFTA may provide fuel and maintenance services to a significant number of other vehicles (“guest vehicles”) outside of the Agency’s fleet. RFTA could dispense fuel into 200-300 vehicles or pieces of equipment per year. Proposers must take this information under consideration when developing their proposal as it is important background information that will come into play when proposals are reviewed.

The Proposer must provide RFTA with all materials, labor and equipment necessary to install a fully automated computerized fuel/ fluids management system. To assist with the development of proposals, RFTA has provided an inventory of vehicles as Appendix A. Current fuels and fluids dispensing equipment, with specifications, are shown as Appendix B for AMF and Appendix C for GMF. Appendices D and F are fuel location site plans for the AMF and GMF, respectively. Fuel location site plans are provided for informational purposes only. Recent construction changes (especially at the GMF) may not be included in the plans. It is the proposer’s sole responsibility to determine all materials and supplies that will be needed at each site. Proposers should visit each site during the Pre-Proposal Conference prior to submitting a response. Appendix F provides a list of relevant Information Technology (IT) equipment and software.

2.1 Section 1 - Summary of System Requirements.

- 2.1.1 The system shall have the ability to download transaction data from at least two sites, 200-300 vehicles (RFTA vehicles plus “guest” vehicles and equipment), and generate on-demand reports of fuel usage, mileage, vehicle ID, fuel type, pump number, location, date and time, employee fueling the vehicle and real-time inventory. Data shall be capable of being uploaded into RFTA’s TAM system.
- 2.1.2 System must have safeguards in place to ensure information (i.e., mileage/hours, employee #, unit #, etc.) is correct before dispensing fuels and/or fluids.
- 2.1.3 Proposer must include installation costs of equipment for all vehicles in their proposal. RFTA will **consider** assisting the Proposer with installation of sensors and related equipment that will be installed on transit buses. If proposer is willing or desires RFTA to assist with the installation of equipment on such vehicles, please address any specific concerns or expectations in the proposal
- 2.1.4 The system must be capable of identifying any RFTA vehicle equipped with an on-board computer module or sensor when the fuel dispensing nozzle is inserted into the vehicle fuel intake port. During the fueling process, the system shall not require operator input of any kind, such keypad entries, cards, keys, or similar devices, other than to identify and authorize the person fueling. RFTA currently uses an AWID26 proximity card with five digits to authorize access to various facilities. Granting authorization to dispense fuel/fluids must be strictly controlled

by RFTA. *Preference will be given to systems that can accommodate the same card for employee identification and authorization purposes.*

- 2.1.5 The system must have a secure method of providing adequate controls for dispensing, tracking and accounting of fuels and fluids used in “guest vehicles”, equipment, and fuel cans.
- 2.1.6 At a minimum, the system shall capture the following information; vehicle ID, person fueling or dispensing a fluid, time and date of the fueling, vehicle mileage, engine hours, quantities of fuel (diesel, gasoline or compressed natural gas), oil, ATF, antifreeze, and DEF dispensed into the vehicle during the fueling or repair process.
- 2.1.7 The system shall be able to track the dispensing of fluids within the Repair and PM Service bays at the maintenance facilities. The information should be downloaded directly into an open Repair Order or ticket during service or repairs. See Appendix F for software list.
- 2.1.8 System must automatically terminate power to fuel dispensing unit when fuel nozzle is removed from vehicle's intake port.
- 2.1.9 System must have security parameters that are outlined and provided within the proposal, including detailed information and procedures for the system's ability of lockout.
- 2.1.10 RFTA requires a fully automated as well as a manual emergency shutdown system. The proposer is to provide detailed information and procedures on the functionality of the emergency shutdown system.
- 2.1.11 Proposer must furnish, deliver, install, test and place into operation hardware and software as required, specified or directed in order to store, retrieve, sort and summarize data that are recorded by the fuels/fluids management system and transmit electronically to RFTA's TAM System.
- 2.1.12 The system must have mileage/hours ranges built within the system for various classes of vehicles and equipment. The parameters of the ranges must also be able to be changed by the system's administrator when required.
- 2.1.13 The proposer must provide a complete, detailed evaluation of the RFTA's current fuel dispensing pumps, hardware and the in-ground tanks, as well as their systems, to ensure the pumps and pumping system demonstrate compatibility with the proposer's product.
- 2.1.14 The proposer must provide an integration evaluation of the on-site stationary emergency generator located at the RFTA's Glenwood Maintenance Facility. The evaluation must outline what is required to ensure that integration of the new fuel dispensing system has full functionality in the event of a power outage.

- 2.1.15 The proposer must provide detailed information regarding how the “off-site” fuelling will be recorded, accessed and charged-out.
- 2.1.16 RFTA requires the proposer to provide access to 24/7 product, system, and service support for emergency repairs, warranty requirements, software and service issues. Proposal must include instructions for accessing this support at any time.
- 2.1.17 RFTA requires the proposer to provide information and a demonstration of their fuel inventory software within their system for monitoring fuel inventory and in providing flexibility in ordering inventories through the automated software directly with the fuel suppliers.
- 2.1.18 The proposer is to provide RFTA with information regarding any additional systems hardware and portable hardware requirements for their Fuels & Fluids Management System.

2.2 Section 2 Fueling Station Equipment Minimum Requirements

- 2.2.1 Provide appropriate number of station controllers at each location to be used for temporary data storage. Proposer is required to supply sufficient number of station controllers needed to operate the number of dispensing units at each site.
- 2.2.2 Provide all needed conduit and data cables between fuel dispensing units and station controller.
- 2.2.3 Provide necessary communications linkages between the station controllers and dedicated data lines, including modems, 56K or better for transfer rate (Bps), between sites and RFTA’s server located at each facility.
- 2.2.4 Provide, install and place into satisfactory operation system control cables and pulser cables between station controllers and fuel dispensing units at all sites. Note: Distances vary. It is the sole responsibility of proposer to visit each site prior to submitting a proposal to determine all labor, materials, and devices that will be needed at each site and provide same.
- 2.2.5 Provide as part of the fuel management software package, a tank leveling system that will automatically integrate tank readings from any site so equipped into fuel management reporting. See Section 4 below.
- 2.2.6 System must have the ability to prevent the cross contamination of fuels (i.e. gasoline to diesel powered vehicles or diesel to gasoline powered vehicles) and fluids wherever possible.
- 2.2.7 System must have a protected memory to preserve a minimum of 2000 transactions and programmable parameters and shall have a battery to back up power to memory and to real-time clock for a period up to 7 days. Contractor

must supply all hardware necessary to enable transfer to battery back-up.

2.2.8 Shall be able to limit quantity of fuel/fluid dispensed per transaction to an authorized unit.

2.2.9 Shall be able to specify type of fuel/fluid dispensed to an authorized unit.

2.2.10 Shall have separate Intrinsic Safety Barriers for each dispenser hose. Barriers will be mounted inside dispenser and provide isolation between hazardous and non-hazardous environments. Provide an intrinsic safety barrier for each station controller where needed.

2.2.11 Fuel Hose receivers shall be equipped with a receiving coil. Provisions shall be made for wiring to the receivers to work in conjunction with the fuel hose break away system to prevent damage in the event a vehicle is moved prior to removing the fuel nozzle from the vehicle.

2.2.12 On-site bypass of system shall be strictly managed and will require approval of RFTA.

2.3 Section 3 Vehicle Equipment Minimum Requirements

2.3.1 Furnish, install and place into satisfactory operation on-board computer modules and perform initial programming of vehicle parameters on these units OR if possible, integrate into Clever Devices system(s). These on-board computers must store in non-volatile memory and be capable of tracking and downloading during refueling transactions the following data:

- a. Vehicle Fleet Number (five digits)
- b. Vehicle Identification Number (17 digits) (Optional)
- c. Fueling Location
- d. Number of Pump Dispensing Fuel
- e. Time and Date
- f. Fuel/Fluid Type
- g. Quantity of Fuel and Fluids Dispensed
- h. Current Mileage and/or Engine Hours
- i. Auxiliary Engine Hours (when required)
- j. Person fueling the vehicle (preferably identifiable through the use of RFTA's employee AWID card.)

2.3.2 Shall be capable of receiving odometer pulses either from the vehicle's speed sensor (electronic); from a contractor-provided, on-board, Hall effect transducer (cable driven); or any other mutually agreed upon component to maintain a count of vehicle's mileage.

- 2.3.3 Shall have a programmable capability to acquire information from an independent engine hour counter in addition to a mileage counter. Counters, when needed, shall have a resolution of 1/10 hour.
- 2.3.4 All vehicle parameters and data resident in vehicle identification device shall be:
- a. protected against power loss for a minimum of two calendar years without the aid of any external battery or special device;
 - b. programmable and readable via the magnetic loop without the need for any hard connection to external wires or cables or other means deemed suitable by both parties;
 - c. automatically transferred to fuel dispenser nozzle as inserted into the vehicle's fuel filler neck.
- 2.3.5 During operation, vehicle identification unit shall be powered by vehicle's battery, 12/24 volts, DC, without engine running.
- 2.3.6 All vehicle connections to the vehicle identification unit shall be through a purpose-designed, color-coded harness assembly with attached fuse protection. Harness shall be of a design that is easily and securely installed to vehicle controller and easily removable should the need arise. All wire connections should be of weatherproof male/female type adequate for conditions and the gauge of wire used. Unit shall attach to the vehicle in such a manner as to be easily installed and shall be easily disconnected from the vehicle controller for service or replacement. These units must be available in as many sizes as are needed to equip any and all vehicles that may be designated for installation of a vehicle subsystem. RFTA will designate placement of components and will develop model units in conjunction with contractor's designee. Location of installations shall be at RFTA's sole discretion and the RFTA representative will be present during all installations. Location of unit components will change depending on type of equipment unit is being installed on.
- 2.3.7 All equipment used to outfit vehicles and equipment must be able to be reused no less than three times.

2.4 Section 4 Tank Level Reconciliation System

- 2.4.1 Provide all labor, materials, and devices for a Tank and inventory reconciliation software module which shall be integrated into the fuel management software and shall be accessible through a selection in the main menu.
- 2.4.2 System shall allow access to each site's Tank Leveling System (TLS), read each tank's actual individual inventory and stored fuel deliveries, and reconcile same with inventory calculated by the fuel management system. RFTA's current TLS is identified in Appendix F.

- 2.4.3 System shall via selection or automatically, access to each site's TLS system.
- 2.4.4 System shall read, transfer and store in the data base the following data for each system:
- a. fuel volume for each tank;
 - b. fuel temperature for each tank;
 - c. water level for each tank;
 - d. fuel level for each tank.
- 2.4.5 System shall read, transfer, store in data base and erase the TLS stored fuel deliveries. Communication shall be through telephone line, direct LAN/WAN, GPRS, WiFi or Ethernet connection as mutually agreeable by both parties and shall be able to initiate unattended communication to each remote site at a preprogrammed time.
- 2.4.6 Fuel Delivery Data Entry –
- a. Shall allow manual entry of fuel delivery tickets.
 - b. Shall list for each location date, time tank number, fuel type, PO number, Invoice Number, Invoice Volume and Actual Volume
- 2.4.7 Fuel Delivery History Report - Shall list for selected location, date/time range, and for each tank number:
- a. date,
 - b. time,
 - c. tank,
 - d. fuel type,
 - e. PO number,
 - f. invoice number,
 - g. invoice volume,
 - h. actual volume.
- 2.4.8 System Reports
- 2.4.9 Fuel Inventory Reconciliation Reports
- 2.4.10 Tank Status Report
- 2.4.11 Tank Reading Status Report
- 2.4.12 Daily and Monthly Fuel Inventory Reconciliation Reports
- 2.4.13 Tank Reading Status Report

2.5 Section 5 Additional Equipment

2.5.1 Any special equipment required for routine installation, programming and operation of the system shall be provided including but not limited to the following:

- a. Vehicle Programmer or software and cables - shall be capable of programming all parameters into the vehicle identification unit. Device shall be portable and battery operated.
- b. Manual authorizer - shall provide method of dispensing fuel for vehicles or machinery (lawnmowers etc.) not equipped with an on-board computer module. Authorizer may be a touch pad, card lock system or other special device.

2.6 Section 6 System Availability

The on-line system shall be available to RFTA at all times. The response time for all systems must not exceed three (3) seconds. The vendor will maintain an aggregate on-line system uptime of not less than 99.995% of available utilization time, excluding scheduled maintenance and upgrades. The vendor shall notify RFTA of foreseeable or anticipated downtime at least one hour before such downtime is to occur. Any downtime expected to exceed four (4) hours must be coordinated in advance with RFTA's Director of Maintenance. The vendor shall respond within two (2) to four (4) hours to any equipment or software failure reported by RFTA.

2.7 Section 7 Management Reports

2.7.1 Reporting software shall generate, via menu selections, at a minimum the following reports which can be output to the console, a printer, or a file. Reports shall contain and have ability to report the following data on demand or on a scheduled basis:

- a. Transaction number
- b. Date and time
- c. Vehicle Fleet Number (five digits)
- d. Fueling Location
- e. Number of Pump Dispensing Fuel
- f. Fuel/Fluid Type
- g. Quantity of Fuel/Fluid Dispensed
- h. Current Mileage
- i. Engine Hours
- j. Type of Transaction Mode (Regular, Manually Authorized)

2.7.2 System shall have on-screen menu entry to perform the following:

- a. Monthly archive / un-archive
- b. ASCII file report
- c. Regenerate previously loaded transactions
- d. Modify/add transactions
- e. Set up positive/negative lists
- f. Recovery of damaged files

2.7.3 Reports to be generated:

- a. Location Transaction List - Shall list transactions in date and time order within a selected location range and a date/time range.
- b. Location Authorizer Report - Shall list all manually authorized fueling records.
- c. Location Fuel Consumption Report - Shall list total fuel dispensed within a selected location, date/time range and total cost of same.
- d. Vehicle Consumption Report - Shall list all fueling records per vehicle.

2.7.4 All reports and information shall be easily converted to MS Office file and PDF's.

2.7.5 Must be able to produce all types of reports – ad hocs, queries, focus business reports, batch type production reports with formats such as charts; lists, cross tabs and multipage statement layout delivered to many users. Custom report creation shall be made with minimal programming effort; preferred no IT involvement when creating reports.

2.8 Section 8 COMPUTER AND NETWORK INFORMATION

- 2.8.1 Provide all necessary communications linkage between the host computer/server, and the dedicated data LAN/WAN lines at all fueling sites. Electrical work must comply with Class 1, Division 2 safety standards.
- 2.8.2 Vendor shall list all and provide all hardware and software required to run, maintain, backup and restore the proposed system.
- 2.8.3 Provide software to store, retrieve, sort and summarize the data that are recorded by the fuel monitoring system.
- 2.8.4 Provide a backup copy of all system software on CD ROM.
- 2.8.5 Provide two printed copies of software documentation.
- 2.8.6 Provide user support and software modifications as needed, for a period of five (5) years from date the system is brought on-line.

- 2.8.7 RFTA's AMF and GMF are fully interconnected via bonded T1s for 3Mb bandwidth. We will have a 100 Mb MoE link by spring of 2013.
- 2.8.8 RFTA uses Microsoft Windows Werver 2008R2 and Microsoft SQL Server 2008R2 for all server and database applications.
- 2.8.9 RFTA is not opposed to using other platforms as long as the client interface is Windows compatible or web-based and that any database complies with the SQL query language.

2.9 Section 9 System Functional Requirements

- 2.9.1 Must be able to provide seamless or automated integration to TAM applications.
- 2.9.2 Must be easy-to-use for maintenance personnel by providing intuitive and user-friendly interface and require minimal IT involvement.
- 2.9.3 Data shall be capable of being uploaded into RFTA's TAM system. System also shall be capable of generating a comma delimited or ASCII electronic file for the transfer of data into another software program.
- 2.9.4 Shall transfer transaction data to host computer via direct LAN/WAN interface.
- 2.9.5 Shall be programmable from host computer via direct LAN/WAN interface for changes to any and all program parameters.
- 2.9.6 User interface must be supported for a Windows-based client.
- 2.9.7 Any web interface must support Windows Internet Explorer version 9 or later.
- 2.9.8 Must be compatible with Standards-based, Web architecture.
- 2.9.9 Must be able to provide an extensive user/group security model. RFTA would prefer that this integrate with Windows Active Directory.
- 2.9.10 All data gathered by this system is the property of RFTA and there can be no restriction to access and and all data including databased structre and design.
- 2.9.11 Vendor will provide a document explaining each table in the database and the main type of data it contains. Each column in the table should have a description, including type, length, default value, constraints and description.
- 2.9.12 Vendor will provide a relationship diagram of the entire database showing relationships between tables.

2.10 Section 10 System Training

2.10.1 The Proposer must provide sufficient on-site training at its two facilities as determined by RFTA to properly train and instruct RFTA personnel in the operation of all systems. The qualifications of the instruction and training session agenda shall be subject to approval by the RFTA representative(s). Training will be required on proposed systems to suit the range of users at RFTA. Training will include, but not be limited to:

- a. proper installation of vehicle subsystems and demonstration of installation techniques both for vehicles with odometers and for vehicles whose usage is measured in engine hours

2.10.2 Operation of all computer programs, report generating, backup and disaster recovery of software and data.

2.10.3 Proposed training must address or specify:

- a. Training which is included in purchase price and cost of additional training for optimal system use.
- b. Detailed training curriculum and cost schedule (if any) showing the types of training available.
- c. Different levels of training to suit the range of users at RFTA and recommendations on prerequisites for attendees (i.e. end-user, administrator etc.).
- d. Proper maintenance and repair of all vendor-installed equipment.

2.10.4 Copies (three (3) electronic and three (3) hardcopy) of operator and training manuals.

2.10.5 Master copies of manuals and documentation for operating system.

2.10.6 Training for technical personnel for database maintenance, application upgrades, backup, restore and disaster recovery.

2.11 Section 11 Project Schedule

Your submission should include a detailed project schedule indicating steps to be undertaken and an estimate of time from start to finish of the installation. Schedule should be developed using an on-site start date of April 1, 2013. The Contractor shall coordinate access to the installation sites with RFTA's Director of Maintenance and Director of IT, as needed. Installation, training, preliminary testing and initial implementation must be completed by May 31, 2013.

2.12 Section 12 Testing Requirements

The system will undergo a process of certification prior to acceptance by RFTA, which shall include the following:

- 2.12.1 The proposer shall certify in writing to RFTA that the application system is completely installed, meets all design requirements, is free of defects, the data conversion is complete, accurate, correct and the total system (application, file building, conversion, back-up and recovery procedures) is ready for operation.
- 2.12.2 The proposer shall be prepared to demonstrate all functions of the system prior to the start of user acceptance testing, including backup, restore and disaster recovery procedures..
- 2.12.3 The proposer shall provide documentation and interface specifics on each interface to existing RFTA systems.
- 2.12.4 Upon receipt of the letter of certification from the proposer by RFTA, a thirty (30) day period of user acceptance testing will commence. User acceptance testing will include an intensive exercise of each component and module of the system simulating a normal workload. This testing will provide assurance that the various components and modules of the system operate as specified. During this period, the system shall demonstrate a total availability of 99.995% or more, excluding scheduled maintenance and upgrades.
- 2.12.5 Acceptance Criteria:
 - a. The Application Software meets the current published product specifications and documentation;
 - b. The Application Software is capable of running a variety of data on a repetitive basis without failure;
 - c. The Application Software meets the requirements and specifications described in this document and discussed with proposer during the analysis;
 - d. All Documentation has been delivered and reasonably accurately reflects the operation of the Application Software;
 - e. All specified training has been conducted and accepted by RFTA.
 - f. The interfaces properly provide the data necessary without disrupting the performance of the system or disrupting any of the original data files.
- 2.12.6 Once this acceptance testing is complete and RFTA verifies the acceptable installation, the warranty period will begin.
- 2.12.7 The system will be considered “unavailable” if any of the following conditions occur:

- a. Any component or module capability is not available to all active workstations.
- b. Any feature or specification either required within this document or stated in the manufacturer's response or literature does not perform as stated.
- c. Conversion of all existing data files is not complete or is incompatible
- d. Interface to existing systems has not been completed
- e. Reporting features are not available
- f. Training for support and user personnel is incomplete or has not been accepted by RFTA.
- g. In addition, if the system is reloaded in entirety, either manually or automatically, the system will be assumed to be down for one full hour or actual time if greater, per occurrence. Scheduled system reloads will be counted as actual time down only.

2.12.8 In the event that the required level of reliability is not demonstrated at the end of the thirty day period, RFTA may, completely at its own discretion, allow a period, not to exceed sixty (60) days, during which the Proposer is allowed to correct any deficiencies with the system. If this extension is allowed, the Proposer shall reinitiate certification by submitting a revised letter of certification to the RFTA within the sixty (60) day extension period specifying the corrections made to the system. The certification process described here will then be repeated. This statement of the possibility of extension in no way obligates RFTA to do so.

2.12.9 Final acceptance will be made after the warranty period begins. This period will i period of on-site post implementation support provided by the proposer to resolve any issues that arise after the system has been placed into production.

2.14 Section 14 Uninterrupted Fuel Flow

Describe how you intend to install the upgraded equipment so as not to interrupt the flow of gasoline, diesel, CNG or other fluids at the affected sites.

2.15 Section 15 Appendices

2.15.1 Appendix A RFTA Complete Vehicle Inventory

2.15.2 Appendix B AMF Fluid System Equipment Inventory

2.15.3 Appendix C GMF Fluid System Equipment Inventory

2.15.4 Appendix D AMF Site Plans

2.15.5 Appendix E GMF Site Plans

2.15.6 Appendix F IT Network Diagram (photo) and Software List



**SOLICITATION NO. 12-039 Fluids and Fuels Management System
PART III – PRO-FORMA CONTRACT**

This Contract is made and entered into this _____ day of _____, 2013 (“Effective Date”) between the ROARING FORK TRANSPORTATION AUTHORITY, a regional transportation authority created pursuant to title 43, article 4, part 6, Colorado Revised Statutes, as amended and a political subdivision of the State of Colorado, (“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 all materials, labor and equipment necessary to install a fully automated, computerized, fuel & fluids management system to track fuel and fluids used by its fleet as described in Exhibit A – Scope of Goods and Services attached hereto (“Goods and Services”); and

WHEREAS, RFTA has chosen CONTRACTOR to provide the Goods and 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 goods and 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 GOODS AND SERVICES

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

Notwithstanding anything to the contrary contained in this Contract, no charges shall be made to RFTA nor shall any payment be made to the VENDOR 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 3 – TERM OF CONTRACT

Performance shall commence as of the date specified in the Notice to Proceed for the Contract or, if no date is specified, upon Contractor's receipt of the Notice to Proceed. Contractor shall coordinate with the RFTA Director of Maintenance with regard to scheduling access to the installation sites. Installation of all systems and components and testing and initial operation shall be completed by May 30, 2013.

Any extension of the Term of Contract will 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 or goods delivered 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 – NEGOTIATED RATE

The contract will be a Fixed Price type contract based upon negotiated rates. 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 – CONTRACT AND CONTRACT DOCUMENTS

The Contract consists of the following documents:

- (1) Contract for the Purchase Of Fluids and Fuels Management System between RFTA and CONTRACTOR;
- (2) Exhibit A – Scope of Goods and Services
- (3) Exhibit B – Compensation and Method of Payment for Goods and Services
- (4) Exhibit C – Request for Proposal RFTA 12-039
- (5) Exhibit D – CONTRACTOR'S Response to Request for Proposal RFTA 12-039

In addition, all modifications to the Contract after contract execution that are made in the form of Contract Amendments in accordance with Article 11 below shall be incorporated into and made part of the Contract.

The documents specified in the paragraph above form the Contract for the Purchase of Fluids and Fuels Management System between RFTA and CONTRACTOR. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Contract Amendment as defined in Article 11 below.

ARTICLE 6 – ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

In the event of an inconsistency between any provisions of the documents that comprise the Contract as specified in Article 5 above, the inconsistency will be resolved by giving precedence to the Contract documents in the following order: 1) Contract Amendments; 2) Contract for the Purchase of Hardware, Software and Related Services, including Exhibit B – Compensation and Method of Payment for Goods and Services; 3) Exhibit A – Scope of Work and Technical Specifications; 4) Exhibit C – Request for Proposals for FLUIDS AND FUELS MANAGEMENT SYSTEM, fully-conformed and inclusive of all addenda to the RFP; and 5) Vendor's Proposal in Response to RFP.

ARTICLE 7 – RFTA PROJECT MANAGER

The RFTA Project Manager for this Contract is Kenny Osier, Director of Maintenance, unless otherwise designated in writing by the RFTA Procurement Manager.

ARTICLE 8 – INDEPENDENT CONTRACTOR

CONTRACTOR shall provide the Goods and 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 Goods and Services provided by the CONTRACTOR; the manner of legally providing those Goods and Services is the responsibility of the CONTRACTOR.

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

ARTICLE 9 – INVOICING AND PAYMENT

- (1) RFTA will pay CONTRACTOR, as full and complete compensation for completion of the Goods and Services and assuming all duties, responsibilities, and obligations under the Contract, costs pursuant to Exhibit B – Compensation and Method of Payment.
- (2) In accordance with the requirements of Exhibit B – Compensation and Method of Payment, CONTRACTOR shall submit to RFTA's Project Manager complete, properly supported and audit-worthy invoices for the Goods and Services of this Contract. 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 Goods and Services performed.
 - (b) Proof satisfactory to RFTA that there are no unsatisfied claims and that no other indebtedness exists in connection with the Goods and Services.
 - (c) All documents, records, correspondence, and deliverables which CONTRACTOR and other persons performing the Goods and 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. 12-039. The invoices shall be submitted to RFTA's Project Manager at the following address:

Original Invoice to: Roaring Fork Transportation Authority
0051 Service Center Drive
Aspen, CO 81611
ATTN: Kenny Osier, Director of Maintenance

Copy to: Collina Washington, Procurement Manager
- (5) Payment terms are Net 30, defined as 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); invoice billing period; description of the Goods and Services provided during the invoice billing period; 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

Goods and Services billed have been provided to RFTA and that the quality of the Goods and 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 Goods and 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 Goods and Services.
 - (b) Failure of CONTRACTOR to carry out and/or remedy the Goods and 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 provision of the Goods and 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.
- (13) The price of this Contract includes, and Seller is liable for and shall pay, all foreign and domestic taxes, impositions, charges and exactions imposed on or measured by this. Prices shall not include any foreign and domestic taxes, impositions, charges or exactions for which RFTA has furnished a valid exemption certificate or other evidence of exemption.

ARTICLE 10 – 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 11 – REVIEW OF WORK

Authorized representatives of RFTA may, at all reasonable times, review and inspect the Goods and Services, financial reports, and data collected under the terms of this Contract and any amendments thereto, except for confidential or Protected Health Information as defined by 45 C.F.R. 160.103. 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 12 – CHANGES

RFTA shall have the right, without additional consent from CONTRACTOR and without invalidating the Contract, to add, delete, or change the required Goods and Services.

- (1) Contract Amendments. RFTA shall issue Contract Amendments to make additions, deletions, or changes to the required Goods and 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.
- (2) The Contract Budget and/or Term of Contract shall be subject to adjustment only by Contract Amendment(s).

ARTICLE 13 – SUBSTANTIAL CHANGES

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

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

ARTICLE 14 – INDEMNIFICATION

- (1) Professional Liability. The CONTRACTOR shall exercise in its provision of the Goods and Services the standard of care normally exercised by nationally recognized organizations engaged in providing comparable goods and 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, the CONTRACTOR shall indemnify, defend, and hold harmless RFTA and its agents and employees from and against all claims, even professional liability claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Goods and 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.

The parties agree that nothing contained herein waives or is intended to waive any protections that may be applicable to RFTA under the Governmental Immunity Act, §24-10-101 et. Seq., C.R.S., or any other rights, protections, immunities, defenses or limitations on liability provided by law, and subject to any applicable provisions of the Colorado Constitution and applicable laws.

ARTICLE 15 – 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 Work 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 Work 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

- b. 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

- d. Professional Liability

Limits of Liability

General Aggregate: \$1,000,000

- (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 party under the CONTRACTOR's Business Automobile Liability and Commercial General Liability policies, providing that such insurance is primary with respect to claims made by RFTA, and these policies 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 in favor of RFTA, and all affiliated companies as stipulated by RFTA for the CONTRACTOR's Workers Compensation and General Liability policies.
- (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) RFTA is added as Additional Insured party on the Commercial General Liability and Business Automobile Liability insurance policies.
 - (f) A waiver of subrogation endorsement has been attached to the Worker's Compensation insurance policy.
 - (g) Any deductible and/or self-insured retention.
 - (h) Any policy endorsements that restrict or limit coverage.
 - (i) Any exclusion(s) to the policy which are not part of the standard form.
 - (j) Certificate of Insurance title block format is as follows: Roaring Fork Transportation Authority, 0051 Service Center Drive, Aspen, Colorado 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 16 – 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 17 – 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 Goods and Services provided 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 Goods and Services actually provided. 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 18 – 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.

In addition to the requirements of Article 22 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.

ARTICLE 19 – CLAIMS AND DISPUTES

- (1) Definition. A claim is a demand or assertion by one of the Parties seeking, as a matter of right, adjustment of contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "claim" also includes other disputes between RFTA and the CONTRACTOR arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate claims shall rest with the party making the claim.
- (2) Time limits on Claims. Claims by CONTRACTOR must be made within 21 days after occurrence of the event giving rise to such claim or within 21 days after the claimant first recognizes, or reasonably should have recognized, the condition giving rise to the claim, whichever is the later. An additional claim made after the initial claim has been resolved will not be considered unless submitted in a timely manner.

- (3) Continuing Contract Performance. Pending final resolution of a claim, including litigation, unless otherwise directed by RFTA in writing, the CONTRACTOR shall proceed diligently with performance of the Contract and RFTA shall continue to make payments in accordance with the Contract.
- (4) Waiver of Claims: Final Payment. The making and acceptance of Final Payment shall constitute a waiver of claims by RFTA except those arising from:
- a. Liens, claims, security interests, or encumbrances arising out of the Contract and unsettled;
 - b. Failure of the Work to comply with the requirements of the Contract;
 - c. Terms of special warranties required by the Contract; or
 - d. Faulty or defective work appearing after Final Completion.

ARTICLE 20 – RESOLUTION OF CLAIMS AND DISPUTES

RFTA will review claims and take one or more of the following preliminary actions within 10 days of receipt of a claim:

- (1) Request additional supporting data from the claimant;
- (2) Submit a schedule to the Parties indicating when RFTA expects to take action;
- (3) Reject the claim in whole or in part, stating reasons for rejection;
- (4) Recommend approval of the claim by the other party; or
- (5) Suggest a compromise. RFTA may also, but is not obligated to, notify the surety, if any, of the nature and amount of the claim.

If a claim has been resolved, RFTA will prepare or obtain appropriate documentation.

If a claim has not been resolved, RFTA will notify the parties in writing that RFTA's decision will be made within seven (7) days, which decision shall be considered advisory only and not binding on the parties in the event of litigation in respect of the claim. Upon expiration of such time period, RFTA will render to the parties RFTA's written decision relative to the claim, including any change in the CONTRACTOR's compensation or contract time or both. If there is a surety and there appears to be a possibility of CONTRACTOR's default, RFTA may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy. Claims by the CONTRACTOR in opposition to such determination must be made within 21 days after RFTA has given notice of the decision.

If CONTRACTOR does not agree on an adjustment of the CONTRACTOR's compensation or contract time, then the decision of RFTA shall be final and conclusive unless, within 15 days from the date of receipt of such copy, the CONTRACTOR mails or otherwise furnishes to RFTA, a written request for RFTA's Chief Executive Officer ("CEO") to attempt settlement or resolve the controversy.

Pursuant to Section 3.14 of RFTA's Procurement Manual, RFTA's CEO is authorized upon written request, prior to commencement of an action in court or arbitration concerning the controversy, to settle and resolve any controversy.

Once RFTA receives the CONTRACTOR's written request for the RFTA CEO to attempt settlement or resolve the controversy, RFTA shall notify the CONTRACTOR within 10 days that the CEO's decision will be made within seven (7) days, which decision shall state the reason for the action taken.

The decision of the RFTA CEO shall be final and conclusive.

ARTICLE 21 – 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 22 – ASSIGNABILITY

- (1) Succession. 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.
- (2) Assignability by RFTA. This section intentionally omitted.
- (3) Assignability by CONTRACTOR. The CONTRACTOR shall not assign this Contract in whole or in part, including the CONTRACTOR's right to receive compensation hereunder, without the prior written consent of RFTA; provided, however, that such consent shall not be unreasonably withheld with respect to assignments to the CONTRACTOR's affiliated or subsidiary companies, and provided, further, that any such assignment shall not relieve the CONTRACTOR of any of its obligations under this Contract. This restriction on assignment includes, without limitation, assignment of the CONTRACTOR's right to payment from its surety or lender.

ARTICLE 23 – 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

0051 Service Center Drive

Aspen, CO 81611

ATTN: Kenny Osier, Director of Maintenance

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 22, paragraph (1) above.

ARTICLE 24 – 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 25 – 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 26 – 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 27 – 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 28 – 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 29 – 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 30 – 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 31 – IMMIGRATION COMPLIANCE

To the extent this Contract constitutes a public contract for Goods and 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, the CONTRACTOR certifies that at the time of proposal 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 32– AUTHORIZATION

The person or persons signing and executing this Contract on behalf of each Party do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Contract and to validly and legally bind such Party to all the terms, performances and provisions herein set forth.

ARTICLE 33 – CONTRACT SUBJECT TO APPROPRIATION

RFTA's financial obligation under the Contract shall be contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of RFTA for any payment may arise until funds are made available for the Contract by RFTA's Board of Directors.

ARTICLE 34 – TITLE VI

During the performance of this Contract, the CONTRACTOR, for itself, its assignees and successors in interest agrees as follows:

- 1) Compliance with Regulations: The CONTRACTOR shall comply with the regulations relative to non-discrimination in federally assisted programs of the United States Department of Transportation ("DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (the "Regulations"), which are herein incorporated by reference and made a part of this Contract.
- 2) Non-discrimination: The CONTRACTOR, with regard to the Work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

- 3) Solicitations for Subcontracts, including procurements of Materials and Equipment: In all solicitations either by competitive Proposing or negotiation made by the CONTRACTOR for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this Contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
- 4) Information and Reports: The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by RFTA or the Federal Transit Administration ("FTA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information the CONTRACTOR shall so certify to RFTA, or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5) Sanctions for Noncompliance: In the event of the CONTRACTOR's non-compliance with non-discrimination provision of this Contract, RFTA shall impose contract sanctions as it or the FTA may determine to be appropriate, including but not limited to:
 - a) Withholding of payments to the CONTRACTOR under the Contract until the CONTRACTOR complies; and/or
 - b) Cancellation, termination, or suspension of the Contract, in whole or in part.
- 6) Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraphs (1) through (6) of this Article in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as RFTA or the FTA may direct as a means of enforcing such provisions including sanctions for non-compliance provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request RFTA enter into such litigation to protect the interests of RFTA, and, in addition, the CONTRACTOR may request the United States federal government to enter into such litigation to protect the interest of the United States.

ARTICLE 35 – COPYRIGHTING

The CONTRACTOR and RFTA agree that any papers, interim reports, forms, and any other material which are part of the Services 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 36 – FINAL COMPLETION

The Contract will not be completed until final system acceptance testing has been successfully completed and RFTA issues a written statement that the VENDOR has completed all requirements of the Contract. When RFTA deems the Goods and Services acceptable under the Contract and the Contract fully performed, RFTA will promptly issue a final Certificate for Payment stating that to the best of its knowledge, information and belief, and on the basis of RFTA's observations and inspections, the Contract has been completed in accordance with the terms and conditions of the Contract document and that the entire balance found to be due the VENDOR, and noted in said final Certificate, is due and payable.

It is understood that support, system maintenance and warranties do not begin until the Final System Acceptance Testing has been successfully completed.

ARTICLE 37 – 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 38 – 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.

ARTICLE 39 – SOFTWARE LICENSES AND ESCROW

The VENDOR shall grant RFTA the right to use all software and firmware provided under the Contract and will not impose any licensing restrictions on interfacing data to or from any database. RFTA shall be the owner of all software data.

The VENDOR shall establish an escrow account with a third party, acceptable to RFTA, for a period of not less than 10 years, in which the source code and other program files, including standard and custom reports and interfaces specific to this Contract, will be deposited. The VENDOR shall pay all initial and future costs related to the escrow account. The VENDOR shall have the responsibility to maintain and update the version of source code and program files such that the version in escrow matches the version in use by RFTA.

If at any time after the warranty period, in the sole opinion of RFTA, the VENDOR is unwilling or unable to perform future system software/firmware maintenance or modifications, RFTA shall, upon 30-day written notice to the VENDOR, have full, complete and unabridged right to obtain the source code and program files from the escrow agent.

ARTICLE 40 – REGULATORY COMPLIANCE

The work to be performed as the Goods and 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 41 – 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 42 – 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 43 – 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 44 – 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 except for any confidential or Protected Health Information..
- (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 45 – 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 46 – 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 47 – 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 2013 (October 1, 2012 – September 30, 2013) is 1%. 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 48 – 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 49 – 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 50 - 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 51 – 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.

ARTICLE 52 – CLEAN WATER REQUIREMENTS

- (1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONTRACTOR agrees to report each violation to RFTA and understands and agrees that RFTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

ARTICLE 53 – CLEAN AIR REQUIREMENTS

- (1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The CONTRACTOR agrees to report each violation to RFTA and understands and agrees that RFTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

ARTICLE 54 – CARGO PREFERENCE (USE OF UNITED STATES FLAG VESSELS)

The CONTRACTOR agrees:

- (1) To utilize privately owned United States flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates of United States flag commercial vessels; and
- (2) To furnish within twenty (20) working days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipments originating outside of the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph above to RFTA (through the prime contractor in the case of a subcontractor's bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 7th Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the project; and
- (3) To insert these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

ARTICLE 55 - BREACHES AND DISPUTE RESOLUTION

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Roaring Fork Transportation Authority's (RFTA) Procurement Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Chief Executive Officer (CEO). In connection with any such appeal, the Contractor shall be afforded an opportunity to be

heard and to offer evidence in support of its position. The decision of the CEO shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by RFTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the RFTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the RFTA is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the RFTA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ARTICLE 56 – BUY AMERICA REQUIREMENTS

This contract is subject to the Buy America provisions of the Surface Transportation Assistance Act of 1982, as amended, and the Federal Transit Administration's implementing regulations found at 49 C.F.R. Part 661. The provisions of that Act and its implementing regulations are hereby incorporated by reference into this Contract.

ARTICLE 57 – LOBBYING

Vendors who apply or propose for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The Certification Regarding Lobbying submitted by VENDOR with its proposal is attached to this Contract in Exhibit D, Part IV – Attachment #11.

If a Standard Form LLL, "Disclosure Form to Report Lobbying," is required to be completed by the VENDOR or subcontractor at any tier, such disclosure form shall be furnished to RFTA.

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
By: _____	By: _____
Printed Name: _____	Dan Blankenship
Title: _____	Chief Executive Officer
Address: _____	Address: _____
_____	0051 Service Center Drive
_____	Aspen, Colorado 81611
	APPROVED AS TO FORM AND LEGALITY
	By: _____
	RFTA General Counsel

**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 PROFESSIONAL SERVICES

1. Total Compensation

This Contract is a fixed-price contract. CONTRACTOR will be paid the negotiated price, as agreed upon and listed below.

It is understood by the parties that the maximum compensation under this Contract is \$_____, which is inclusive of all costs, including labor and reimbursable expenses. 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 according to the fixed price specified in Exhibit B, Section 1 above.
- B. Should the Services 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 Goods and Services completed at the point of termination.
- C. The price of this Contract includes, and CONTRACTOR is liable for and shall pay, all foreign and domestic taxes, impositions, charges and exactions imposed on or measured by this. Prices shall not include any foreign and domestic taxes, impositions, charges or exactions for which RFTA has furnished a valid exemption certificate or other evidence of exemption.

3. Partial Payment

Payment for Goods and 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.

EXHIBIT C
REQUEST FOR PROPOSALS FOR FLUIDS AND FUELS MANAGEMENT SYSTEM

[RFP document 12-039 to be attached prior to contract execution.]

EXHIBIT D
PROPOSAL SUBMITTED BY CONTRACTOR IN RESPONSE TO RFP 12-039

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



SOLICITATION NO. 12-039 Fluids and Fuels Management System

PART IV – Attachments

Your submitted Proposal must contain the following items, in the order shown below. Failure to complete and return all forms in this package may result in your proposal being ruled non-responsive. Non-responsive proposals will not be awarded a contract. Numbered attachment in **bold** are attached as blank forms to this solicitation package.

- Cover letter
- **Attachment #1 - Proposer's Questionnaire**
- **Attachment #2 - Acknowledgement of Addenda Form**
- Statement of Proposer's Qualifications and Experience
- Pricing Pages
- **Attachment #3 - Conflicts of Interest Disclosure**
- **Attachment #4 – Affidavit of Non-Collusion**
- **Attachment #5 - Federal Debarment & Suspension Certification**
- Good Faith Effort (not to be returned)
 - **Attachment #6 – DBE Affidavit**
 - **Attachment #7 – Letter of Intent to Perform as a Subcontractor**
 - **Attachment #8 – Unavailability Certification**
- **Attachment #9 - Corporate Certification of Illegal Aliens**
- **Attachment #10 - Financial & Exception Statement**
- **Attachment #11 - Certification Regarding Lobbying**
- Insurance Certificates
- **W-9 Form**

Note: Be certain to sign, date and notarize all forms, as indicated.

ATTACHMENT #1
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.

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 funds¹:

- ☐ 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 Proposing 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 _____

¹ 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.



ATTACHMENT #2

ACKNOWLEDGMENT OF ADDENDA

The following form shall 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 Offer.

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 Authorized Signer

Title

Phone

ATTACHMENT #3

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 of Proposer's Authorized Official

Name of Proposer's Authorized Official

Title of Proposer's Authorized Official



ATTACHMENT #4
AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under penalty of perjury:

1. That I am the Proposer (if the Proposer is an individual), a partner of the Proposer (if the Proposer is a partnership), or an officer or employee of the Proposing corporation, having authority to assign on its behalf (if the Proposer is a corporation); and
2. That the attached Proposal or Proposals have been arrived at by the Proposer independently, and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the request for Proposal, designed to limit independent Proposing or competition; and
3. That the contents of the Proposal or Proposals have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or its surety on any bond furnished with the Proposal or Proposals, and will not be communicated to any such person prior to the official opening of the Proposal or Proposals; and
4. That no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____; and
5. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

The _____ hereby certifies that it is/ is not included on the United States Comptroller General's consolidated list of persons or firms currently debarred for violations of various public contracts incorporated labor standards provisions.

	Signature of Proposer's Authorized Official
	Name of Proposer's Authorized Official
	Title of Proposer's Authorized Official
	Date

Subscribed and sworn to before me this _____ day of _____, 20 ____.

My Commission expires _____, 20 ____.

Notary Public



ATTACHMENT #5

FEDERAL DEBARMENT AND SUSPENSION CERTIFICATION

The Offeror certifies, by submission of this Offer, that neither it nor its “principals” as defined at 49 C.F.R. § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective Offeror is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an “X” in the following space: _____.

THE OFFEROR, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET. SEQ. APPLIES TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

Signature of the Offeror's Authorized Official

Name and Title of the Offeror's Authorized Official

Date

GOOD FAITH EFFORT
(For information only – **NOT TO BE RETURNED**)

RFTA has established a 1% overall goal to be expended with DBEs. Therefore a Proposer must, in order to be responsible and/or responsive, make a good faith effort to meet the goal. The Proposer can meet this requirement in either of two ways. First, the Proposer can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the Proposer can document adequate good faith efforts. This means that the Proposer must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

RFTA will not require that a Proposer meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the Proposer makes an adequate good faith effort showing. The rule specifically prohibits RFTA from ignoring bona fide good faith efforts.

The following is a list of types of actions that RFTA will consider as part of the Proposer's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

1. Soliciting through all reasonable and available means (e.g. attendance at pre-proposal meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
3. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
4. Negotiating in good faith with interested DBEs. It is the Proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE's that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE's to perform the work.

A Proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Proposer's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Proposer of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.

ATTACHMENT #6

DBE LETTER OF INTENT

(To be completed by DBE)

To: _____
(Name of Prime Proposer)

The undersigned intends to perform work in connection with the above project as a DBE in the following capacity (check one):

☐ Individual

☐ Corporation

☐ Partnership

☐ Joint Venture

The Disadvantaged Business status of the undersigned is confirmed:

- (a) On the reference list of Disadvantaged Business Enterprises dated _____, or
(b) On the attached Disadvantaged Business Enterprise Identification Statement.

The undersigned is prepared to perform the following work in connection with the above project (*specify in detail the particular work items or parts thereof to be performed*):

At the following price: \$ _____

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Items	Projected Date of Commencement	Projected Date of Completion

The above work will not be sublet to a non-Disadvantaged Business Enterprise at any tier. The undersigned will enter into a formal agreement for the above work with you, conditioned upon your execution of an agreement with RFTA.

Date _____
Name of Disadvantaged Business Enterprise

By _____



Roaring Fork Transportation Authority

ATTACHMENT #7

DBE AFFIDAVIT

(To be completed by DBE)

STATE OF _____ DATE _____
COUNTY OF _____

The undersigned being duly sworn, deposes and says that he/she is the *(Sole owner, Partner, President, Treasurer or other duly authorized official of a corporation)* _____
of *(Name of Company)* _____ and certifies that since the date of its
certification by the Colorado Department of Transportation or other state DOT, the certification
has not been revoked nor has it expired nor has there been any change in the minority status
of *(Name of DBE)* _____.

(Signature and Title of Person Making Affidavit)

Sworn before me this _____ day of _____, 20_____

(Notary Public)

Affix Seal Here:

Note: The Offeror must attaché the DBE's most recent certification letter or document to
this affidavit.

*Please name other entity here: _____

ATTACHMENT #8

DBE UNAVAILABLE CERTIFICATION

To be completed by Prime Contractor:

I, _____, the below named agent of _____,
certify that I have contacted the following Disadvantaged Business Enterprise to obtain a
proposal for the following work items.

Disadvantaged Contractor	Work Items Sought	Form of Proposal Sought (i.e., unit price, materials & labor, labor only, etc.
-----------------------------	----------------------	--

To the best of my knowledge and belief, said Disadvantaged Business Enterprise was unavailable for work on this project, or unable to prepare a proposal for the following reason(s):

Signature: _____ Date: _____

To be completed by DBE:

_____ was offered an opportunity to propose on
(Name of Disadvantaged Business Enterprise)
the above identified work on _____ by _____.
(Date) (Source)

The above statement is a true and accurate account of why I did not submit a proposal on this project.

(Signature of Disadvantaged Business Enterprise) (Date)

(Title)



ATTACHMENT #9
CORPORATE CERTIFICATION OF ILLEGAL ALIENS

_____, ("Contractor" herein) acknowledges that Contractor has been notified of the immigration compliance requirements of C.R.S. § 8-17.5-101, *et. seq.* (House Bill 06-1343), and hereby **CERTIFIES** that:

1. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services; or
2. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services;
3. The Contractor has verified or attempted to verify through participation in the basic pilot program

that the Contractor does not employ any illegal aliens and, if the Contractor is not accepted into the basic pilot program prior to entering into a public contract for services, that the Contractor shall apply to participate in the basic pilot program every three months until the Contractor is accepted or the public contract for services has been completed, whichever is earlier. This provision shall not be required or effective in a public contract for services if the basic pilot program is discontinued;

4. The Contractor acknowledges that the Contractor is prohibited from using basic pilot program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed;
5. If the Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:
 - (A) Notify the subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (B) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (A) of this Section 5 the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
6. Contractor is required to comply with any reasonable request by the State Department of Labor and Employment ("Department" herein) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
7. If Contractor violates a provision of the public contract for services required herein may terminate the contract for a breach of the contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to RFTA.
8. RFTA is obligated to notify the office of the secretary of state if a Contractor violates a provision of this Addendum and RFTA terminates the contract for such breach. Based on this notification, the secretary of state shall maintain a list that includes the name of the Contractor, the state agency or political subdivision that terminated the public contract for services, and the date of the termination. A Contractor shall be removed from the list if two years have passed since the date the contract was terminated, or if a court of competent jurisdiction determines that there has not been a violation of the provision of the public contract for services required pursuant to Section I. An agency or political subdivision shall notify the office of the secretary of state if a court has made such a determination. The list shall be available for public inspection at the office of the secretary of state and shall be published on the internet on the website maintained by the office of the secretary of state.
9. The Department may investigate whether a Contractor is complying with the provisions of a public contract for services required pursuant to Section I. The Department may conduct on-site inspections where a public contract for services is being performed, request and review documentation that proves the citizenship of any person performing work on a public contract for services, or take any other reasonable steps that are necessary to determine whether a Contractor is complying with the provisions of a public contract for services required pursuant to Section I. The Department shall receive complaints of suspected violations of a provision of a public contract for services (this Addendum) and shall have discretion to determine which complaints, if any, are to be investigated. The results of any investigation shall not constitute final agency action. The Contractor is hereby notified that the Department is authorized to promulgate rules in accordance with article 4 of title 24, C.R.S., to implement the provisions of C.R.S. § 8-17.5-101, *et. seq.*

Dated this _____ day of _____, 2010.

By _____
[Signature]



ATTACHMENT #10

FINANCIAL & EXCEPTION STATEMENT

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. You may submit any additional information you desire, but the total number of pages for this attachment should not exceed five (5) pages.

Name of Respondent:	
Permanent main office address and phone number:	
When Organized:	
If a corporation, where incorporated:	
How many years have you been engaged in the business under your present firm or trade name?	
Give bank references:	
What type of liability insurance, and what coverage limits do you currently carry for your organization, and give the name of the insurance carrier:	

FINANCIAL & EXCEPTION STATEMENT (cont'd)

The undersigned Offeror acknowledges the right of RFTA to reject any and all Proposals submitted and to waive informalities therein. All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein.

Print the words "No Exceptions" here _____ if there are no exceptions taken to any of the terms, conditions, or specifications of these solicitation documents. If there are exceptions taken to any of these terms, conditions or specifications of these solicitation documents, they must be clearly stated on a separate sheet of paper, attached to this sheet and returned with your Proposal. Should RFTA omit anything from this RFP package, which is necessary to a clear understanding of the requirements, or should it appear that various instructions are in conflict, then the Contractor shall secure instruction from Collina Washington, RFTA Procurement Manager, cwashington@rfta.com, prior to the date and time of the deadline for questions shown in the RFP.

The Offeror agrees that no Proposal may either be changed or withdrawn, without the consent of the RFTA for a period of ninety (90) days after the scheduled time for opening the Proposals.

The Offeror shall certify (a) that his/her Proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that he/she has not directly or indirectly induced or solicited any other Offeror to put in a false or sham Proposal; (c) that he/she has not solicited or induced any other person, firm, or corporation from proposing; and (d) that he/she has not sought by collusion to obtain for himself/herself any advantage over any other Offerors or over the RFTA.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the RFTA in verification of the recitals comprising this Statement of Respondent's Qualifications:

Dated at: _____

This _____ day of _____, 20____.

By: _____

Title: _____

State of _____

County of _____

(Notary Public)

(Address)

My Commission Expires _____, 20____.



ATTACHMENT #11

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

such expenditure or failure.]

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

_____ Signature of Proposer's Authorized Official

_____ Name of Proposer's Authorized Official

_____ Title of Proposer's Authorized Official

_____ Date

W-9

**Request for Taxpayer
Identification Number and Certification**

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,