



RFTA Solicitation No. 13-043

JANITORIAL SERVICES

IMPORTANT DATES:

Date Issued: Friday, August 2, 2013

Pre-Proposal Conference and Site Visit: Monday, August 12, 2013, 9:00 AM (MT)

Inquiries and/or Requests for Clarification Due to RFTA: Thursday, August 22, 2013, 5:00 PM (MT)

RFTA Response to Inquiries and/or Requests for Clarification Due: Friday, August 30, 2013, 5:00 PM (MT)

Proposals Due: **Wednesday, September 18, 2013, 2:00 PM (MT)**

Procurement Department
1340 Main Street
Carbondale, CO 81623
970-384-4861
procurement@rfta.com



NOTICE TO PROPOSERS RFTA SOLICITATION NO. 13-043

The Roaring Fork Transportation Authority ("RFTA") is soliciting proposals for Janitorial Services to be performed at RFTA sites throughout the Roaring Fork Valley. Your firm is invited to submit a proposal.

Solicitation Documents will be available by **12:00 PM noon (MT) on Friday, August 2, 2013** via the following link to RFTA's ShareFile site: <https://rfta.sharefile.com/f/fo14ab02-cfee-4b5e-922a-462cd77b1eff>. Documents may be downloaded following the creation of your own user ID and password which will be used for all future access to the site for this solicitation. A valid email address must be input in order to receive further communications. You may also request copies of the solicitation documents by going to <http://www.rfta.com/rfps.html> and completing and submitting the Contractor Registration Form. Be sure to include the solicitation number **13-043** on the form.

The **Pre-Proposal Conference** will be held on **Monday, August 12, 2013**, beginning at **9:00 a.m. (MT)** at the Glenwood Springs Community Center. **Site Visit** will be held the same day and will directly follow the Pre-Proposal Conference. Participants must register by submitting an email of intent to procurement@rfta.com to receive instructions and directions. **No other site visits will be scheduled**, so potential proposers are strongly encouraged to attend the conference and site visit to familiarize themselves with the locations, characteristics and layouts of RFTA's multiple facilities.

Proposals will be due **no later than 2:00 PM (MT) on Wednesday, September 18, 2013**. Proposals must be submitted via upload to <https://rfta.sharefile.com/f/fof9fab6-b99d-47b3-9ce8-dac7f060d078> in PDF format. Please note that all pricing data must be submitted in a separate PDF document. Use "**YOUR COMPANY NAME Response to RFP #13-043**" in the title of the uploaded documents to clearly indicate the contents. To be considered, proposals must be uploaded on or before the date and time specified. Any proposals received after the specified submission deadline will not be considered.

Should you have any questions or comments, please feel free to contact the Procurement Department at procurement@rfta.com or (970) 384-4861.

Disseminated to the following partner organizations: *The U.S. Small Business Administration, U.S. Minority Business Development Center, CDOT Small Business Development Centers, Colorado Conference of Minority Transit Officials, Denver Council of Chambers, Colorado Contractors Association, Western Colorado Contractors Association, Procurement Technical Assistance Council, and the Small Business Technical Resource Centers*

Published in the following media outlets: *Denver Business Journal, Transit Talent at http://www.transittalent.com/search_solicitations_all.cfm, Glenwood Springs Post Independent, Aspen Times, Grand Junction Sentinel, Vail Daily, BizSquare Online and RFTA Web Site (www.rfta.com/rfps.html).*

GENERAL GUIDELINES FOR COMPLETING RFTA'S SOLICITATION PACKAGE

This document is intended as a guideline to assist Proposers in successfully completing the necessary paperwork. You are strongly encouraged to read the document very carefully. This document is NOT intended to replace the more detailed instructions that are included in the solicitation.

- For each solicitation, **please complete a Vendor Registration form.** This action informs us that you are interested in bidding/proposing on our solicitation. You will be added to the List of Potential Proposers. As a result, we will be able to immediately notify you of any updates to the solicitation. Please remember that it is your primary responsibility to make yourself aware of any addenda.
- Be sure to regularly check the Roaring Fork Transportation Authority (RFTA)'s website, <http://www.rfta.com/rfps.html>, for any changes or updates to the solicitation. Any changes will be documented in writing and labeled as addenda.
- It is extremely important that all required forms be completed. If a form does not apply to your business or proposal, please mark the form "Not Applicable", sign and date this form. Some forms require notarization. **Failure to complete all forms will result in your Proposal being ruled non-responsive. Non-Responsive Proposals will not be evaluated.**
- **DBE** (Disadvantaged Business Enterprise) Obligation: RFTA agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts. Therefore, it is imperative that you read the DBE Section and complete the necessary paperwork.
- Please read the document to make sure that you have returned your bid or proposal in the correct format and through the proper medium.
- **Restrictions on Communications with RFTA during Solicitation, Offer & Award Period.** All inquiries, and/or other correspondence regarding solicitations, excluding protests, must be directed, in writing, to the Procurement Department at procurement@rfta.com. All official communications to and from RFTA will be transmitted in writing (defined as being sent or received via electronic mail). Oral communications regarding this solicitation shall not be considered official communications. RFTA is not responsible for and will not be legally bound by any oral statements made by its employees regarding any solicitation.
- Make sure the Proposal Response is received by RFTA's Procurement Department by the designated date and time. **Late proposals will not be accepted – NO EXCEPTIONS.**

- **FOR UPLOADED PROPOSALS:** This is the preferred and most secure method for submitting proposals to RFTA. Please make sure all documents are in PDF format. This is to ensure that your document is secure and cannot be changed. All Pricing data must be submitted in a separate PDF document. The title of each document of the proposal must reference "YOUR COMPANY NAME Response to RFTA Solicitation No. 00-000" to ensure that the proposal is properly identified and evaluated by RFTA. Failure to clearly denote your submission may lead to late discovery of your proposal, which may result in your proposal being disqualified from evaluation.
- **FOR MAILED PROPOSALS:** This is an acceptable method of delivery. Make sure that the proposal is received by RFTA, by the date and time indicated, in an envelope or box clearly labeled with the following information: **Solicitation No. 00-000 Project Name.** This information should be in the lower left hand corner. The envelope should also be labeled **PROPOSAL DOCUMENTS ENCLOSED**.
- It is the sole responsibility of the Proposer to ensure that its submission is successfully delivered to RFTA by the specified date and time. RFTA will not be responsible for late or lost deliveries of proposals, nor will RFTA 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 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.

When in doubt, contact **Collina Washington, RFTA Procurement Manager**, (970) 384-4886; **Dina Farnell, Procurement Specialist**, (970) 384-4869; or **Barbara Hauptli, Procurement Specialist**, (970) 384- 4861. All questions and communication may also be directed via email to procurement@rfta.com.



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RFTA SOLICITATION No. 13-043
JANITORIAL SERVICES

PART I – SOLICITATION, OFFER & AWARD

1. GENERAL INFORMATION TO THE PROPOSER

1.1 **Purpose of Procurement.** The Roaring Fork Transportation Authority (“RFTA”) is soliciting proposals from responsible and qualified Contractors to provide Janitorial Services to be performed at RFTA’s various facilities throughout the Roaring Fork Valley.

1.2 **RFTA Profile.**

1.2.1 **The Roaring Fork Transportation Authority.** RFTA has been in operation since 1983 and functions as a Regional Transportation Authority which includes the communities of Aspen, Snowmass Village, Pitkin County, Basalt, a portion of Eagle County, Carbondale, Glenwood Springs, New Castle and Rifle. RFTA provides commuter, ski shuttle, and intra-city bus service, and will open a bus rapid transit system in September 2013. 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 requires daily janitorial services at three of its’ bus operations locations: the Rubey Park Transit Center in Aspen, a maintenance facility in Aspen (AMF) and a maintenance facility in Glenwood Springs (GMF). In addition, there are two office locations in Carbondale that will be serviced regularly, two areas of employee housing in Carbondale which will require occasional cleaning on demand, and on-call Hazardous Material cleanup. Special events will lead to increased levels of service at some locations. Deep Cleaning will be performed twice a year at all locations and at varying intervals at Rubey Park, the Aspen Maintenance Facility and the BRT offices in Carbondale. Post-construction cleanup may occasionally be requested at any location.

1.3 **Type of Procurement.** RFTA Solicitation No. 13-043 is a “Best Value” procurement utilizing a Request for Proposals (RFP) process; therefore, RFTA may choose to award a contract to a Contractor who does not submit the lowest price proposal in response to the RFP. RFTA intends to award a contract to the Contractor 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 II – Scope of Work of this RFP.

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 3.3 of this RFP below. RFTA will announce the successful Contractor 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 Contractors 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 Contractors.

- 1.4 **Type and Term of Contract.** The successful proposer (“Contractor”) will be required to execute the attached Pro Forma Contract (Part III of this RFP). The contract will be a fixed price labor-hours contract, agreed upon by RFTA and the Contractor.

RFTA anticipates that the contract may be financed with local and federally furnished funds. Therefore, this solicitation and the Pro-Forma Contract contain clauses and certifications required by the Federal Transit Administration (“FTA”). RFTA’s obligation under the contract shall be contingent upon the availability of appropriated funds from which payment for contract purposes can be made.

The term of the base contract will be through December 31, 2014, with the option of extension for up to four (4) additional, twelve (12) month periods. The Contractor will be required to begin performance under the Contract no later than November 17, 2013. Time is of the essence in the performance of the contract. All extensions of the term of the contract shall be made in writing by both parties in advance of the contract expiration date.

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

Solicitation Date:	August 2, 2013
Pre-Proposal Meeting and Site Visit:	August 12, 2013, 9:00 AM (MT)
Deadline for Written Inquiries and/or Requests for Clarifications:	August 22, 2013, 5:00 PM (MT)
RFTA Response to Inquiries and/or Requests for Clarifications:	August 30, 2013, 5:00 PM (MT)
Proposals Due:	September 18, 2013, 2:00 PM (MT) https://rfta.sharefile.com/f/fof9fab6-b99d-47b3-9ce8-dac7f060d078

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

RFTA Announcement of Contract Award:	September 27, 2013*
Notice to Proceed	October 31, 2013*

- 1.6 **Restrictions on Communications with RFTA during Solicitation, Offer & Award Period.** All official correspondence from RFTA regarding this solicitation shall be transmitted in writing (defined as being sent by electronic mail) to and from RFTA's Procurement Specialist, Barbara Hauptli. All inquiries and/or other correspondence regarding this solicitation, excluding protests, must be directed, in writing, to the Procurement Department at either 1340 Main Street, Carbondale, CO 81623 (for U.S. Mail) or 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 regarding this solicitation.

Please see Part I, Section 2.25 for instructions regarding the submittal of protests.

2. SOLICITATION TERMS & CONDITIONS

- 2.1 **Deadline for Submission of Proposals/Late Proposals.** Proposals submitted in response to this solicitation must be received by RFTA no later than **2:00 p.m. (MT) on September 18, 2013**. Without exception, proposals received after the submission deadline will not be evaluated.
- 2.2 **Format of Proposals.** Proposals must be submitted via upload to <https://rfta.sharefile.com/f/fof9fab6-b99d-47b3-9ce8-dac7f060d078> in PDF format. RFTA has provided an Excel document for the Proposer to insert their pricing for each facility. Please note that this document should be converted into a PDF and submitted separately.

Use "**YOUR COMPANY NAME Response to RFP #13-043**" in the title of the uploaded documents to clearly indicate the contents. To be considered, proposals must be uploaded on or before the date and time specified. Any proposals received after the specified submission deadline will not be considered.

As a condition of proposal responsiveness, all certifications, included as Part IV of this RFP, that require the signature of the Contractor must be signed. Additionally, the proposed 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.

- 2.3 **Method of Delivery/Location for Submission of Proposals.** Proposals must be submitted via upload to <https://rfta.sharefile.com/f/fof9fab6-b99d-47b3-9ce8-dac7f060d078> in PDF format. Please note that all pricing data must be submitted in a separate PDF document. Use “**YOUR COMPANY NAME Response to RFP #13-043**” in the title of the uploaded documents to clearly indicate the contents. To be considered, proposals must be uploaded on or before the date and time specified. Any proposals received after the specified submission deadline will not be considered. Failure to clearly identify your submission may lead to late discovery of your proposal, which may result in your proposal being disqualified from evaluation.

Upon successful upload of a proposal, ShareFile will respond with an e-mail as confirmation of receipt of the proposal. It is the sole responsibility of the Proposer to ensure that its proposal is successfully delivered to RFTA by the specified date and time.

RFTA will not be responsible for late or lost deliveries of proposals, nor will we be held responsible for information technology issues which result in delayed submittals. RFTA shall not be responsible for proposals delayed by non-responsive IT systems; failure of submittals to pass through spam or other security screens; or rejection of .pdf files that exceed the RFTA system's size limitations for attachments, which are subject to change.

- 2.4 **Inquiries and/or Requests for Clarifications.** Inquiries and/or Requests for Clarifications regarding this solicitation must be submitted to RFTA, in writing, via e-mail to procurement@rfta.com by **5:00 p.m. (MT) on August 22, 2013**. Written inquiries/clarifications must be submitted to the attention of the RFTA Procurement Specialist, in accordance with Part I, Section 1.6 above. Written inquiries/clarifications must be in the form of questions. There is no additional prescribed format for the submission of written inquiries/clarifications. Written inquiries/clarifications received after the submission deadline will not be responded to by RFTA.

PLEASE NOTE: Any exceptions to any aspect of the Pro Forma contract must be submitted in writing during the Inquiry period in order to be considered by RFTA. Exceptions submitted concurrent with a proposal will result in the proposal being deemed non-responsive, and thus lead to the proposal being removed from consideration. See Part I, Section 2.9, below.

RFTA staff will review and evaluate all written inquiries and/or requests for clarifications that are received by the submission deadline and will post RFTA's responses to www.rfta.com/rfps.html by not later than **5:00 p.m. (MT) on August 30, 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 I, Section 2.5 below on or after the above date. It is the sole responsibility of the Proposer to make itself aware of RFTA's responses to written inquiries/clarifications and their impact on the RFP.

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

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

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

Proposer shall acknowledge receipt of all addenda by completing and submitting Attachment B (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 Attachment B may be excluded from consideration for a contract award.

- 2.6 **Pre-Proposal Conference and Site Visit.** A Pre-Proposal Conference and Site Visit will be held beginning at **9:00 a.m. (MT) on Monday, August 12, 2013**. Upon receiving an email indicating that you are interested in participating in this solicitation, the Procurement Department will forward instructions with directions to the Glenwood Springs Community Center where the conference. Immediately following the Pre-proposal meeting, a bus will collect everyone in attendance to begin the site visit. **Please note that attendance at the Pre-Proposal Conference**

and Site Visit is not mandatory, but is very strongly encouraged. Proposers may not visit any of the RFTA sites independently for safety reasons; neither will additional dates or times be made available for a site visit.

RFTA will not reimburse potential Proposers for expenses incurred related to attendance at the Pre-Proposal Conference and Site Visit.

- 2.7 **Proposal Price Validity.** Proposal pricing shall remain valid for a period of 90 calendar days after the deadline for proposal submission identified in Part I, Section 2.1 above.
- 2.8 **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 2.1 above.
- 2.9 **Conditional Proposals.** Conditional proposals and any proposal taking exception to these instructions, the Pro-Forma contract, the Scope of Services or to other RFTA requirements will be considered non-responsive and shall be rejected. **PLEASE NOTE: Exceptions to the Pro Forma contract must be submitted during the Inquiry period. RFTA is not required to consider any exceptions submitted with proposals.**
- 2.10 **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.
- 2.11 **Single Response to Solicitation.** If only one proposal is received in response to this solicitation, a detailed cost analysis of the single proposal may be requested of the single Proposer. A cost analysis, evaluation, and/or audit of the proposal may also be performed by RFTA in order to determine if the proposal price is fair and reasonable. If RFTA determines that a cost analysis is required, the single Proposer must be prepared to provide, upon request, detailed summaries of estimated costs (i.e., labor, equipment, supplies, overhead costs, profit, etc.) and documentation supporting all cost elements.
- 2.12 **Confidential/Proprietary Information.** All proposals that are received by RFTA in response to this RFP will be considered public records subject to the Colorado Open Records Act (C.R.S. 24-72-201 to 24-72-309) and shall be fully open to public inspection following award of a contract. If a Proposer believes a portion of the information submitted in its proposal constitutes a trade secret or proprietary information as provided by Colorado state law, the Proposer may request that RFTA consider keeping confidential the trade secrets or proprietary information which the Proposer believes should be legally protected from disclosure. For such information to be so considered, the Proposer must mark in boldface as "PROPRIETARY TRADE SECRET INFORMATION" the top and bottom of

each page of its proposal that contains such information. Notwithstanding the Proposer's claim of or designation of information as a trade secret or proprietary information, the determination whether it is or not will be determined by RFTA under Colorado state law.

- 2.13 **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.

- 2.14 **Personnel.** The Contractor represents that he/she has, or will secure at his/her own expense, all personnel required in providing the services under the contract. Such personnel shall not be employees of or have any contractual relationship with RFTA. All the services required hereunder will be performed by the Contractor or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be trained, authorized and/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 sub-contracted without prior written approval by RFTA.
- 2.15 **Knowledge of Conditions.** Each Proposer shall thoroughly examine and be familiar with the contract documents, scope of services and all conditions and requirements that may in any manner affect the work to be performed under the contract. The submission of a proposal shall constitute an acknowledgement that the Proposer has thoroughly examined and is familiar with the contract documents, scope of services,

conditions and requirements in every detail. Failure to use the opportunity of the site visit to gain familiarity with the specifics of each location may result in inaccurate pricing. RFTA will not adjust the contract value on the basis of Proposer's lack of knowledge of conditions.

- 2.16 **Tax Exempt.** RFTA is exempt from payment of Federal, State and local taxes, and such taxes must not be included in the proposal price. RFTA will furnish the Contractor with the necessary tax-exempt certificates.
- 2.17 **Prime Contractor Responsibilities.** The Contractor will be required to assume responsibility for all services offered in its proposal regardless of who provides them. Further, RFTA will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
- 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 preempt State licensing laws.
- 2.19 **Conflicts of Interest.** RFTA employees and directors are bound by the RFTA Code of Ethics and Standards of Conduct, which were adopted by the RFTA Board of Directors on April 13, 2006. The RFTA Code of Ethics and Standards of Conduct prohibits RFTA employees and directors engaged in the award and administration of contracts, or any person acting on their behalf, from accepting, directly or indirectly, any gift with a value of more than a nominal amount, including meals or tickets to sporting events, from any person with whom the employee interacts on official RFTA business. Therefore, the Contractor, or its subcontractors or suppliers, may not make gifts or favors to any RFTA employee or director. It is a violation of the RFTA Code of Ethics and Standards of Conduct for any RFTA employee to accept any such gift or favor.
- 2.20 **Contractual Relationships.** RFTA intends to execute the Pro-Forma Contract, attached as Part III to this RFP, for the provision of the required services with the Contractor. The Contractor's contractual responsibility must solely rest with one firm or legal entity, which shall not be a subsidiary or affiliate with limited resources.

RFTA will not be a party to agreements between the Contractor and/or any subcontractors it may choose to employ during fulfillment of the contract; however, the Contractor 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.
- 2.21 **Contractual Provisions.** The contract to be executed between RFTA and the Contractor as a result of this solicitation is attached as Part III

(Pro-Forma Contract) to this RFP. RFTA has no obligation to consider and/or approve exceptions or changes to the Pro-Forma Contract. Any Exceptions to any aspect of the Pro Forma contract must be submitted in writing during the Inquiry period in order to be considered by RFTA. Exceptions submitted concurrent with a proposal will lead to the proposal being removed from consideration. See Part I, Section 2.9, above. RFTA reserves the right to modify the Pro-Forma Contract and/or include additional contractual provisions in the contract at its sole discretion.

- 2.22 **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.
- 2.23 **Responsibility for Compliance with Legal Requirements.** Proposer's products, services, and facilities shall be in full compliance with any and all applicable federal, state, and local laws, regulations, ordinances, and standards and any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in this RFP.
- 2.24 **Materials and Equipment.** The selected Contractor shall at its own expense furnish all labor, supplies, materials, equipment and machinery necessary to provide the services required by the contract, except as indicated in the Scope of Work.
- 2.25 **Protests.** Protests related to this RFP or resulting contract award must be submitted in writing to the RFTA Procurement Department.
 - 2.25.1 RFTA's protest procedures, as included in the 2010 RFTA Procurement Manual, are as follows: 3.13.1 AUTHORITY TO RESOLVE PROTESTED SOLICITATIONS AND AWARDS
 - a. **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.
 - b. **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.

- c. Decision. If the protest is not resolved by mutual agreement, the RFTA CEO shall promptly issue a decision in writing. The decision shall:
 - i. state the reason for the action taken; and
 - ii. inform the protestant of its right to administrative review as provided in this Article.
- d. Notice of Decision. A copy of the decision under Subsection 3.13.1 (c) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
- e. Finality of Decision. A decision under Subsection 3.13.1 (c) 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, 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.

3. CONTENTS OF A COMPLETE PROPOSAL

- 3.1 Proposal Checklist. This document, provided in Part IV of this RFP, serves as a checklist for Contractors to ensure that their proposal is complete and ready for submission to RFTA. This document is for your information only and need not be submitted with your proposal.
- 3.2 Information Required from the Proposer. To be eligible for evaluation by RFTA as a complete, responsive proposal in response to RFTA Solicitation No. 13-043, 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 Cover Sheet. The cover sheet for the proposal must include all of the information listed below. There is no prescribed format for this document and it shall be at the discretion of Proposer; however, the document shall be limited to one (1) typed page.
 - a. The full name and address of your organization and if applicable, the branch or office or the subordinate element that will perform or assist in performing the work.
 - b. Name and Title of person authorized to submit proposal on behalf of Proposer. (This person must sign the appropriate offer documents on behalf of the Proposer.)

- c. Telephone Number (direct line) of person authorized to submit proposal.
- d. E-mail Address of person authorized to submit proposal.
- e. Name and Title of Contact Person for the proposal (if different than the person authorized to submit proposal; please signify if they are or are not the same person).
- f. Telephone Number (direct line) of Contact Person
- g. E-mail Address of Contact Person

3.2.2 Cover Letter. The cover letter shall briefly describe the Proposer, its interest in the scope of work and commitment to the contract. State the full and correct name, address, phone number and legal status (i.e. sole proprietor, partnership, corporation, joint venture, etc.) of the Proposer. If the Proposer is a partnership or joint venture, the full names and addresses of all partners or joint venturers, and the address of the partnership or joint venture shall be given, and the legal authority of the partner, joint venturer, or other person signing on its behalf shall appear.

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

There is no prescribed format for this document and it shall be at the discretion of Proposer; however, the document shall be limited to two (2) typed pages.

3.2.3 Statement of Proposer's Qualifications and Experience. This document shall include a narrative description of the Proposer that includes the following elements:

- a. Description of organization/firm: a brief history of the firm, number of employees, lines of business, areas of specialization, office locations, organizational structure, etc.
- b. Description/resumes of the project team leader and supervisory staff. Please include emergency contact information.
- c. Description of qualifications, experience and capabilities specifically related to the Contractor's ability to reliably complete the Scope of Work for this solicitation, included as Part II of this RFP. The proposal must also document the training provided to cleaning personnel and the method of verifying employee competency. Particular emphasis should

be placed on demonstrating compliance with OSHA Guidelines regarding Handling Hazardous Materials (proper clean-up of blood and bodily fluids).

- i. Within the framework of qualifications and experience listed above, please provide at least three (3) client references to demonstrate experience and expertise in providing dependable, high-quality janitorial services at multiple venues. The references must show:
 - 3.2.3.c.i.1 Name and address of company;
 - 3.2.3.c.i.2 Name and email address of contact person;
 - 3.2.3.c.i.3 Daytime telephone number of contact person;
 - 3.2.3.c.i.4 Brief description of services performed, size(s) of property, length of time contracted and any special requirements.

There is no prescribed format for this document and it shall be at the discretion of Proposer; however, the document shall be limited to five (5) typed pages. References and required training documentation are not a part of the page count.

- 3.2.4 Contractor's Approach to the Project. There is no prescribed format for this document; it shall be at the discretion of Contractor. The document shall be limited to 15 typed pages. The document must adequately address the Scope of Work in Part II, including proposed staffing levels and regular seasonal transitions. Proposer is encouraged to provide a plan for managing the necessary adjustments that will occur throughout construction at the AMF during 2013 and 2014.
- 3.2.5 Price Proposal Summary. The contract between RFTA and the Contractor will be based upon information submitted in this proposal. The spreadsheet tabs provided with the Scope of Work shall be used to submit proposed pricing. The documents shall be submitted as a separate PDF document from all other proposal submissions. The BRT Stations Option pricing may be included in the same PDF as general proposal pricing.
- 3.2.6 Proposer Questionnaire. This document, Attachment A, summarizes key information about the Proposer for RFTA's assistance and reference during evaluation of proposals. This document must be fully completed, signed and submitted with the proposal.
- 3.2.7 Acknowledgement of Addenda. Attachment B is required by Part I, Section 2.5 of this solicitation. This document must be fully completed, signed and submitted with the proposal. If no

addenda were issued, Proposer still is required to complete the form and include it in its proposal.

- 3.2.8 Certification Regarding Lobbying. This document, Attachment C, is required by Part III, Article 49 of this solicitation. As a condition of proposal responsiveness, this document must be fully completed, signed and submitted with the proposal package.
- 3.2.9 Affidavit of Non-Collusion. As a condition of proposal responsiveness, this document (Attachment D) must be fully completed, signed, notarized and submitted with the proposal package.
- 3.2.10 Debarment & Suspension. Attachment E is required for compliance with Part III, Article 45 of this solicitation. As a condition of proposal responsiveness, this document must be fully completed, signed and submitted with the proposal package.
- 3.2.11 Conflict of Interest Statement. This document (Attachment F) required for compliance with Part III, Article 26 of this solicitation, shall serve as a list of all entities and/or individuals with which the Proposer has relationships that may create or appear to create conflicts of interest with the work to be performed as a result of the contract. As a condition of proposal responsiveness, this document must be fully completed, signed and submitted with the proposal.
- 3.2.12 DBE. Attachments G, H and I are required for compliance with Part III, Article 41 of this solicitation and shall serve as proof of the Proposer's "good faith efforts" to, where practicable, include certified disadvantaged enterprises on this project. As a condition of proposal responsiveness, these documents must be fully completed, signed, notarized (as indicated) and submitted with the proposal package.
- 3.2.13 Corporate Certification of Illegal Aliens. This document (Attachment J) is required for compliance with Part III, Article 33 of this solicitation. As a condition of proposal responsiveness, this document must be fully completed, signed and submitted with the proposal package.
- 3.2.14 Internal Revenue Service Form W-9. This document must be completed and submitted with the proposal by all Proposers that are not currently doing business with RFTA.

3.3 Proposal Evaluation and CONTRACTOR Selection.

- 3.3.1 Standards for Award. RFTA Solicitation No. 13-043 is a Request for Proposals (RFP). RFTA intends to award a

contract to the Proposer whose proposal conforms to the solicitation and is determined to be the most advantageous to RFTA, taking into consideration price and other evaluation factors set forth below. In order to be eligible for contract award a proposal must meet all of the following criteria:

- a. The proposal submitted is responsive to the solicitation.
 - 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 terms and conditions of the proposed contract (attached as Part III – Pro-Forma Contract to this RFP).
- c. The Proposer is judged, at the sole discretion of RFTA, to be the qualified firm that offers the best value to RFTA for the product 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. 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 select

the proposal that is most advantageous to RFTA. To determine the most advantageous proposal, the Proposal Evaluation Committee will rank the proposals, taking into consideration the following criteria (listed in no particular order of importance):

- i. Contractor's Approach to Project. Proposal Evaluation Committee shall specifically consider information submitted in accordance with Part I, Section 3.2.4 when evaluating Contractor's approach to the Scope of Work.
 - ii. Contractor Qualifications and Experience. Proposal Evaluation Committee shall specifically consider information, including references, submitted in accordance with Part I, Section 3.2.3 when evaluating Contractor's Qualifications and Experience.
 - iii. Schedule Compliance. Proposal Evaluation Committee shall specifically consider information submitted in accordance with Part I, Section 3.2.4 when evaluating Contractor's ability to comply with RFTA's required service intervals for all locations.
 - iv. Price Proposal. Proposal Evaluation Committee shall specifically consider information submitted in accordance with Part I, Section 3.2.5 when evaluating the Price Proposal. Contractors are to submit a separate PDF with pricing information to be opened after the evaluation of compliance with the scope, qualifications and experience, and schedule has been completed.
 - v. BRT Stations Option. Proposal Evaluation Committee will review the pricing submitted for the BRT Stations Option but this information will not be part of the decision making process.
- 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 above will be forwarded to the RFTA Chief Executive Officer (CEO). A notice of the Recommendation for Contract Award will be made to all Proposers who submitted a proposal. RFTA reserves the right to hold discussions with and request Best and Final Offers (BAFO) from selected Proposers to assist in the determination of the most advantageous proposal to RFTA.
 - 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 Proposer 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.



PART II – SCOPE OF WORK

- 1.0 GENERAL REQUIREMENTS:** The purpose of this contract is to provide regular janitorial services for all Roaring Fork Transportation Authority (“RFTA”) facilities throughout the Roaring Fork Valley from Aspen to Glenwood Springs, Colorado. Locations for regularly scheduled cleaning are detailed in Section 2.0. In addition, RFTA owns twenty (20) employee housing units located at 312 Weant Blvd. and at 1046-1054 Main Street, Carbondale, CO 81623, where occasional cleaning services will be required, as needed.
1. RFTA operates seven days/week, 24 hours/day. As a result, janitorial services shall be performed up to seven (7) days per week including all holidays, at the times specified for each location. There will be seasonal variations for some locations. Qualified Contractors will also be required to work with RFTA on an on-call basis for employee housing and construction cleans. Special events and emergency situations throughout the year will require additional services.
 2. In addition to regularly scheduled services, all facilities are to be deep-cleaned twice per year, with Rubey Park and the AMF restrooms and locker rooms receiving two additional deep cleanings per year. A schedule of required deep cleaning services is included in Section 3.0 below.
 3. Hazardous Material (HazMat) Emergency Response: Contractor shall be on call for HazMat (blood and bodily fluids) clean-up on a 24 hour basis. Response time to Rubey Park must be within one (1) hour of call out. Response time to other locations will vary according to circumstances and will be indicated at the time of the call out.
 4. RFTA will supply all necessary tools, equipment, cleaning supplies and paper goods. Contractor shall keep all provided tools and equipment in good working order and will notify Program Manager of any materials, tools, equipment or supplies that need to be repaired or replaced. Contractor will be responsible for reporting any necessary janitorial repairs discovered while cleaning the facilities, i.e., broken paper towel dispensers, soap dispensers, etc.
 5. Contractor WILL NOT perform such housekeeping duties as washing or putting away dishes or cleaning out refrigerators. Desks, tables and countertops will be cleaned to the extent available without dislocating any paperwork occupying the surface.

6. Cleaning Personnel Qualifications and Identification.

- a. All cleaning personnel shall be employees of the Contractor, not day laborers, and shall meet the minimum requirements for Safety training stated in Section 8.0, paragraph 3 (a) below.
- b. All Contractor employees shall be covered by Contractor's insurance per Article 16 – Insurance and legally eligible to work in Colorado.
- c. Prior to beginning work under the contract, Contractor shall provide RFTA's Program Manager a current list of all employees that will perform work at the sites. A copy of a driver's license or work permit shall be supplied for each employee. This list shall be updated as necessary, with new staff added within 72 hours of beginning work on RFTA property.
- d. Contractor shall provide necessary supervision and inspection of work performed by cleaning personnel. All supervisors must be literate and fluent in the English language and able to communicate fully with all of Contractor's cleaning personnel. RFTA must be able to contact and communicate with all personnel, as needed.
- e. All of Contractor's employees must wear identifiable shirts and/or jackets while on duty with company logo or other identifying marks.
- f. At no time shall Contractor allow anyone other than bona fide employees of the Contractor in the facilities while they are being cleaned. No friends, children or other family members shall be present during cleaning.
- g. RFTA reserves the right to require immediate removal of any cleaning or supervisory staff from service at RFTA locations for any reason not contrary to law. The Contractor should be able to provide a permanent replacement within 72 hours.
- h. Contractor may employ specialty firms for specific services as required. RFTA must approve all such subcontractors in advance.

7. Standards:

- a. Cleaning Supplies: RFTA is a national pacesetter in utilizing ecologically friendly and sustainable business practices. **No cleaners, waxes, soaps, disinfectants, etc. are to be furnished by Contractor without prior approval from RFTA.** RFTA will maintain Material Safety Data Sheets (MSDS) on all supplies and chemicals used. Copies of the MSDS will be located in each janitorial storage or supply closet and updated as necessary.
- b. Sweeping, Wet Mopping, Scrubbing: The floors shall be clean and free of dirt, water streaks, mop marks, string, gum, grease, tar, and

present an overall appearance of cleanliness. All surfaces shall be dry and the corners clean. Wet mopping shall be accomplished with approved cleaner for the type of surface and clean water.

- c. Fixture Cleaning and Metal Polishing: Fixtures and metal surfaces shall be clean and bright with a uniform luster. There shall be no dust, spots, stains, smears, rust, old encrustation, fingermarks or excess moisture on any surfaces.
- d. Trash/Recycling: All waste receptacles and recycling containers shall be emptied as needed and cleaned on all surfaces inside and out and disinfected at least once per month. Contents shall be placed in appropriately marked outside bins. Care will be taken to avoid mingling trash with recyclable materials or disposing of recyclables in trash bin.
- e. Damp-wiping: All dirt, dust, water stains, spots, streaks and smudges shall be removed from all surfaces using an appropriate surface cleaner.
- f. Stripping: All old finish or wax shall be removed. There shall be no evidence of gum, rust, burns or scuffmarks. There shall be no buildup in corners or crevices, cove bases and grouted areas. Three coats of floor finish shall be applied in accordance with manufacturer's directions for the type of surface.
- g. Finishing: Walls, baseboards and other surfaces shall be free of finish residue and marks from the equipment. Floors shall be free of streaks, mop strand marks, and skipped areas.
- h. Spot Cleaning: Smudges, marks, or spots shall be removed without causing unsightly discoloration.
- i. Dusting: There shall be no dust streaks. Corners, crevices, moldings and ledges shall be free of all dust. There shall be no oils, spots or smudges remaining on dusted surfaces when a treated dust cloth is used. When inspected with a flashlight there shall be few traces of dust on any surface.
- j. Porcelain Ware Cleaning: Washbasins shall be clean and bright. There shall be no dust, spots, stains, rust, mold, encrustations or excess moisture.
- k. Vacuuming: Carpet surfaces shall be free of obvious dirt, dust and other debris. For the purposes of this Contract, whenever the term carpet or carpeting is used, it is intended to include wall-to-wall carpeting, area rugs and any soft floor coverings.
- l. Waxing, Buffing and Finishing: Walls, baseboards, and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks and skipped areas. The finished area shall have a uniform luster.

- m. Sweeping: Floors shall be clean and free of trash and foreign matter. No dirt or debris shall be left in corners, behind or under furniture or doors.
- n. Door Cleaning: All door surfaces shall be cleaned with an approved cleaner. All smudges, hand marks, stains and marks shall be removed. The top surface shall be dusted. There shall be no oil or grease on hinges or doorframes.
- o. Glass Cleaning: All glass shall be clean and free of dirt, grime, dust, streaks, watermarks, spots and shall not be cloudy.
- p. Thresholds: Thresholds shall be clean and free of oil, grease, dirt and grime.
- q. Carpet Spot Cleaning: Spillages or crusted material shall be removed along with spots, smears and stains. There shall be no evidence of fuzzing caused by harsh rubbing or brushing. Cleaned areas shall blend with adjacent areas of carpeting. Only approved cleaners can be used.
- r. Stairways and Hard Surface Floors: Sweep all dust, dirt and other debris from all hard surfaces, including corners. Wet mopping shall be performed with approved cleaner and clean water. There shall be no evidence of mop marks, strings or build-up. All surfaces shall be dried and Wet Floor signs used during the cleaning process. All anti-slip surfaces shall be cleaned of any and all foreign materials including dirt, dust and grime.

2.0 LOCATIONS

2.01 Rubey Park – Durant and Mill Streets, Aspen. The Rubey Park Transit Center essentially functions 23 hours per day and is on a **twice daily** schedule during the spring, summer and fall seasons and switches to **three times daily** for the winter season. The additional service during winter season is to be done during the afternoon. See Section 5.0 for precise intervals.

- 1. **Public Area (waiting room)** – To be performed twice daily **(switches to three times daily during winter season)**: floors swept and mopped; seating areas wiped down; information counter cleaned; vending machines wiped down; window sills and heat registers dusted/cleaned; walls cleaned and graffiti removed; public phones cleaned; brochure rack cleaned and straightened up. All lower level glass is to be cleaned inside and out during the first morning cleaning, including entry doors, information area glass and external windows. Inside trash cans and outside cigarette butt cans emptied as needed; exterior trash cans emptied at least twice per day and cleaned inside and out at least once per week; trash on the

floor is to be picked up whenever observed. The outside entry areas (not the walkway) will be swept or shoveled (as the season requires) at every cleaning interval.

2. **Public restrooms** – All services to be performed twice daily; Toilets, urinals, and sinks cleaned and disinfected; stall walls, paper towel holders, mirrors and walls cleaned; floors swept and mopped. Trash is to be emptied as needed; paper towels, toilet paper and hand soap restocked as needed. **Note that the frequency increases to three (3) times daily during the winter season.**
3. **Downstairs drivers' area** – To be performed twice daily: refrigerator, microwave, coffee maker and countertops cleaned; floors swept and mopped; entry door glass cleaned. Empty trash as needed; clean walls and cabinet exteriors at least once per week. The information clerk's glass and countertop is to be cleaned at least once per day.
4. **Driver's restroom** – All services to be provided twice daily: Toilet and sink cleaned and disinfected; walls, paper towel holders cleaned; floor swept and mopped. Trash is to be emptied as needed; restock paper towels, toilet paper and hand soap as needed.
5. **Upstairs break room:** To be performed twice daily: floors and stairs swept and mopped; tables, chairs and all other surfaces (i. e., window sills & heat registers) to be wiped off. Trash is to be emptied and picked up from the floor as needed.
6. **Clerk's area:** To be performed daily: floors and stairs to be swept and mopped; tables chairs and all other surfaces to be wiped off. Trash is to be emptied and picked up from the floor as needed.
7. **Supervisor's office** – This is a secured area. The key can be obtained from the information clerk. To be performed daily: countertop, files, furniture and fixtures to be dusted/cleaned; floor swept and mopped. Trash is to be emptied as needed.

2.02 Aspen Maintenance Facility – 0051 Service Center Drive, Aspen. The AMF is generally on a **twice daily** schedule during the spring, summer and fall seasons. Certain portions of the facility will switch to **three times daily** service during the winter season. Certain office areas will be on a two times per week schedule.

1. **All lower level glass**, from Reception to Dispatch, shall be cleaned inside and out once per month.
2. **Dispatch Office** – Services to be provided twice daily: Countertops, filing cabinets and all surfaces cleaned; floor swept and mopped; walls cleaned; chairs and other furniture cleaned;

window sills and heat registers dusted/cleaned. Trash is to be emptied as needed. The secured “safe room” in the dispatch office will be thoroughly cleaned at least once a week while agency staff is available to provide access. **Note that the frequency increases to three (3) times daily during the winter season.**

3. **Drivers’ break room, entry way, hallway and area immediately outside the entry door** – Services to be provided twice daily: floors swept and mopped; countertop, coffee machine, shelving, tables, chairs and all other surfaces dusted/cleaned; window sills and heat registers cleaned. Outside trash can cigarette butt can emptied. Trash and recycle bins are to be emptied as needed. **Note that the frequency increases to three (3) times daily during the winter season.**
4. **Restrooms/showers** - Services to be provided twice daily: Toilets, urinals, and sinks cleaned and disinfected; stall walls, paper towel holders, mirrors and walls cleaned; floors swept and mopped; shower areas cleaned. Trash is to be emptied as needed; paper towels, toilet paper and hand soap restocked as needed. **Note that the frequency increases to three (3) times daily during the winter season.**
5. **Operations Director’s and IT Director’s offices** – Services to be provided daily unless otherwise instructed: floors swept and mopped; file cabinets, desktops, window sills, heat registers dusted/cleaned. Trash to be emptied as needed.
6. **Reception/pass area and associated offices, mail area, kitchen, printer room** – Services to be provided twice daily: carpets vacuumed; desktops, filing cabinets, shelving, window sills, heat registers and all other surfaces dusted/cleaned; kitchen countertop and appliances cleaned. Trash and recycling are to be emptied as needed. **Note that the frequency increases to three (3) times daily during the winter season.**
7. **Maintenance Director’s and Parts offices** – Services to be provided twice daily: floors swept and mopped; file cabinets, desktops, window sills, heat registers dusted/cleaned. Trash to be emptied as needed. **Note that the frequency increases to three (3) times daily during the winter season.**
8. **Parts counter** - Service to be provided one time per week or as needed and access is available: floors swept and mopped, exposed walls, computer equipment and countertop to be cleaned. Trash and recycling to be emptied as needed.
9. **Parts restroom** – Service to be provided twice daily: Toilet and sink cleaned and disinfected; paper towel holders, mirrors and walls cleaned; floors swept and mopped; trash is to be emptied as

needed; paper towels, toilet paper and hand soap restocked as needed. **Note that the frequency increases to three (3) times daily during the winter season.**

10. **Foreman's office** - Service to be provided one time per day in the early morning: floors swept and mopped; file cabinets, desktops, heat registers dusted/cleaned. Trash is to be emptied as needed.
11. **Secure money-counting room** – Will be thoroughly cleaned once per week, usually Tuesday, while agency staff is available to provide access.
12. **Facilities Manager's office** - Service to be provided one time per day: floors swept and mopped; file cabinets, desktops, heat registers dusted/cleaned. Trash is to be emptied as needed.
13. **Hostler's office** - Service to be provided one time per day: floors swept and mopped; file cabinets, desktops, heat registers dusted/cleaned. Trash is to be emptied as needed.
14. **Bus wash restroom** - Service to be provided twice daily: Toilet and sink cleaned and disinfected; paper towel holders, mirrors and walls cleaned; floors swept and mopped; Trash is to be emptied as needed; paper towels, toilet paper and hand soap restocked as needed. **Note that the frequency increases to three (3) times daily during the winter season.**
15. **Upper level break room** - To be performed twice daily: outside of refrigerator, microwave, coffee maker and countertops cleaned; floors swept and mopped; chairs and tables to be cleaned. Empty trash as needed; clean walls and cabinet exteriors at least once per week. **Note that the frequency increases to three (3) times daily during the winter season.**
16. **Upper level restrooms/showers/locker areas** - Services to be provided twice daily: Toilets, urinals, and sinks cleaned and disinfected; stall walls, paper towel holders, mirrors and walls cleaned; floors swept and mopped; shower areas cleaned. Trash is to be emptied as needed; paper towels, toilet paper and hand soap restocked as needed. **Note that the frequency increases to three (3) times daily during the winter season.**
17. **Construction trailer** – While in use, services to be provided twice weekly: Floors swept and mopped; trash emptied as needed; desks, chairs and all other surfaces dusted/cleaned.

2.03 AMF Modular “Country Club” - 0051 Service Center Drive, Aspen.

The modular contains offices, reception area and a conference room. Services to be provided twice daily year round: Carpets vacuumed; floors swept and mopped; tables, desktops, filing cabinets, shelving, window

sills, heat registers and all other surfaces dusted/cleaned; walls cleaned once per week; trash and recycling to be emptied as needed.

2.04 Carbondale Maintenance Facility – 0766 Industrial Way, Carbondale.
The CMF is on a **twice weekly** schedule throughout the year.

1. **Seven finance department offices, four cubicles and kitchen area** - Carpets vacuumed; desktops, filing cabinets, shelving, window sills, heat registers and all other surfaces dusted/cleaned; walls cleaned once per week; kitchen countertop and appliances wiped down. Trash and recycling to be emptied as needed.
2. **Conference room restrooms and shower** - Toilets, urinals, and sinks cleaned and disinfected; stall walls, paper towel holders, mirrors and walls cleaned; floors swept and mopped; shower areas cleaned. Trash is to be emptied as needed; paper towels, toilet paper and hand soap restocked as needed.
3. **Conference room, copier area, four front offices, hallway, entry area** - Carpets vacuumed; desktops, filing cabinets, shelving, window sills, heat registers and all other surfaces dusted/cleaned; walls cleaned once per week; kitchen countertop and appliances cleaned. Trash and recycling to be emptied as needed.
4. **Front restroom** - Toilet and sink cleaned and disinfected; paper towel holder, mirror and walls cleaned; floor swept and mopped. Trash is to be emptied as needed; paper towels, toilet paper and hand soap restocked as needed.
5. **Conference room & three offices on west side of building:** Floors swept and mopped, desktops, filing cabinets, shelving, window sills, heat registers and all other surfaces dusted/cleaned; walls cleaned once per week. Trash and recycling to be emptied as needed.

2.05 BRT Offices “the Bunker” – 1340 Main Street, Carbondale. The Bunker is on a **twice a week** schedule year round, except for the conference rooms and restrooms which will be cleaned **three times per week**.

1. **Five upstairs offices** - Carpets vacuumed; entryway tile swept and mopped; desktops, filing cabinets, shelving, window sills, heat registers and all other surfaces dusted/cleaned; walls cleaned once per week; trash and recycling to be emptied as needed.
2. **Upstairs restroom, conference room/coffee area, downstairs restrooms, conference room/kitchen** – Toilets, shower stall and sinks cleaned and disinfected; paper towel holders, mirror and walls cleaned; floors vacuumed or swept and mopped, cabinetry and

appliances wiped down. Trash is to be emptied as needed; paper towels, toilet paper and hand soap restocked as needed.

3. **Six downstairs offices, copier room, common area, stairs** - Carpets vacuumed; desktops, tabletop, filing cabinets, shelving, window sills, heat registers and all other surfaces dusted/cleaned; walls cleaned once per week. Trash and recycling to be emptied as needed.

2.06 Glenwood Maintenance Facility – 2307 Wulfsohn Road, Glenwood Springs. The GMF is on a **once daily** schedule during the spring, summer and fall seasons. **This facility will only be serviced by Contractor three days/week – Thursday, Friday and Saturday, unless otherwise advised.** The frequency to which certain portions of the facility will be cleaned will increase to **twice daily** during the winter season. Designated office areas, as indicated below, will be only be cleaned two times per week by Contractor, but will be cleaned more consistently by a RFTA employee, unless otherwise notified.

1. **All lower level glass** shall be cleaned inside and out once per week.
2. **Downstairs drivers' area and hallway** - Service is to be provided once daily: floors swept and mopped; countertop, coffee machine, shelving, tables, chairs and all other surfaces dusted/cleaned; window sills and heat registers cleaned; drinking fountain and walls cleaned twice per week. Outside trash can and cigarette butt can emptied as needed. Trash and recycle bins are to be emptied as needed. **Note that the frequency increases to three (3) times daily during the winter season.**
3. **Downstairs dispatch (the "Fishbowl")** – Service is once daily: Carpet vacuumed; desktops, tabletop, filing cabinets, shelving, window sills, heat registers and all other surfaces dusted/cleaned; walls cleaned once per week. Trash and recycling to be emptied as needed. **Note that the frequency increases to three (3) times daily during the winter season.**
4. **Secure money-counting room** – will be thoroughly cleaned twice weekly, usually Tuesday and Friday, when agency staff is available to provide access. This room will always be cleaned by Contractor.
5. **Downstairs restrooms and showers** - Services to be provided daily: Toilets, urinals and sinks cleaned and disinfected; stall walls, paper towel holders, mirrors and walls cleaned; floors swept and mopped; shower areas cleaned. Trash is to be emptied as needed; paper towels, toilet paper and hand soap restocked as needed. **Note that the frequency increases to three (3) times daily during the winter season.**

6. **Upstairs entryway and stairs** – Services to be provided daily: floors swept and mopped; handrail cleaned. Drinking fountain and walls cleaned at least once per week.
7. **Upstairs offices, reception, HR office, conference area, printer area** – Services to be provided twice weekly: Carpets vacuumed; desktops, tabletop, seating, filing cabinets, shelving, window sills, heat registers and all other surfaces dusted/cleaned; walls cleaned once per week; kitchen cabinets, countertop and appliances cleaned. Trash and recycling to be emptied as needed. **A RFTA employee will clean these areas on a more regular basis, unless unavailable i.e. vacation, sick, etc.**
8. **Upstairs restrooms** – Services to be provided daily: Toilets, urinals, and sinks cleaned and disinfected; stall walls, paper towel holders, mirrors and walls cleaned; floors swept and mopped. Trash is to be emptied as needed; paper towels, toilet paper and hand soap restocked as needed.
9. **Maintenance foreman's office** – Services to be provided daily: Floor swept and mopped; file cabinets, desktops, window sills, heat registers and all other surfaces dusted/cleaned. Walls cleaned twice per week. Trash and recycle bins to be emptied as needed. **Note that the frequency increases to three (3) times daily during the winter season.**
10. **Mechanics' break room** - Services to be provided daily: floors swept and mopped; countertop, coffee machine, other appliances, shelving, tables, chairs and all other surfaces dusted/cleaned; window sills and heat registers cleaned. Walls cleaned twice per week with approved cleaning solutions. Outside trash can and cigarette butt can emptied as needed. Trash and recycle bins are to be emptied as needed. **Note that the frequency increases to three (3) times daily during the winter season.**
11. **Mechanic's Area Restrooms and Showers** - Services to be provided daily: Toilets, urinals, and sinks cleaned and disinfected; stall walls, paper towel holders, mirrors and walls cleaned; floors swept and mopped; shower areas cleaned. Trash is to be emptied as needed; paper towels, toilet paper and hand soap restocked as needed. **Note that the frequency increases to three (3) times daily during the winter season.**

3.0 DEEP CLEANING

1. There are two sets of Deep Cleaning.
2. Deep Cleaning 1 will be performed at all locations two (2) times per year at the following times:

- a. Once in April (exact dates to be determined with Program Manager).
 - b. Once in October (exact dates to be determined with Program Manager).
- 3. Deep Cleaning 2 will also be performed at Rubey Park and the AMF restrooms and locker rooms only, in June and September (exact dates to be determined with Program Manager) for a total of four times per year for those areas.
- 4. Carpeting at the Bunker will also be shampooed in June and September, in addition to the twice yearly Deep Cleaning 1.
- 5. All Deep Cleaning shall consist of all regular services PLUS the following services:
 - a. All carpets shampooed;
 - b. All windows cleaned, inside and out;
 - c. All hard floor surfaces stripped and waxed;
 - d. Power wash restrooms at Rubey Park and the AMF.

4.0 CLEANING REQUIREMENTS FOR OTHER LOCATIONS

- 1. Cleaning services at Employee Housing units will be required on an as-needed basis. Services may include any or all of the following:
 - a. Wash walls, cabinetry, fixtures, and appliances;
 - b. Vacuum all carpet, sweep all floors;
 - c. Shampoo carpets;
 - d. Wash windows inside and out;
 - e. HazMat cleanup (blood and/or other bodily fluids).
- 2. Cleaning of Employee Housing units will be scheduled by the Program Manager or the Facilities Housing Manager or other designee. At least 24-hour advanced notice will be provided to Contractor.
- 3. Due to the unknown nature of the demand, cleaning at all “other locations” will be charged at straight hourly rates.
- 4. Contractor will transport equipment and materials for cleaning at “other locations.”

5. The Program Manager may request a construction clean after small remodel projects, to consist of:
 - removal of all remaining construction debris and litter;
 - removal of all dust;
 - cleaning floors and other surfaces as appropriate to the surface; and if necessary,
 - cleaning interior glass.

5.0 INTERVALS

1. Weekly cleaning will be performed on a regular business day, after 6:00 pm. Weekly cleanings will be performed at least four (4) business days apart.
2. Twice weekly cleaning will be performed on Wednesday after 6:00 pm and on Saturday at any time.
3. Three times weekly cleaning will be performed on Monday, Wednesday and Friday after 6:00 pm.
4. Daily cleaning will be performed seven days per week, before 6:00 am or after 6:00 pm, the time to be consistent at the location.
5. Twice daily cleaning will be performed every day of the week; the first cleaning between 4:00 – 6:00 am and the second between 6:00 – 8:00 pm.
6. Three times daily cleaning will be performed every day of the week; the first cleaning between 4:00 – 6:00 am, the second between 11:00 am and 1:00 pm and the third between 6:00 – 8:00 pm. **NOTE: Mid-day cleaning at the AMF during the Winter** shall consist of emptying trash as needed, wiping down of all surfaces and sweeping/mopping as needed.

6.0 ONGOING CONDITIONS OF NOTE

1. A RFTA employee will clean the GMF four days per week (Sunday through Wednesday), while the Contractor will be responsible for three days (Thursday through Saturday).

2. In the absence of the RFTA employee, the Contractor will provide services for the first four days of the week as well, at the intervals appropriate for each area at the facility.
3. RFTA will provide the maximum possible notice to the Contractor when the RFTA employee will be absent.
4. Construction will be ongoing at the AMF through 2014. Regular cleaning will be performed in all areas to which the Contractor has access, throughout the construction period. Access will vary. RFTA will provide the maximum possible notice to the Contractor of changes in area access.
5. There may be construction/renovations occurring at Rubey Park at some point in the contract period. RFTA will provide the maximum possible notice to the Contractor of changes in area access.

7.0 SPECIAL EVENTS

1. RFTA provides extra services for a number of special events throughout the year. The primary impact of these events is felt at Rubey Park. At these times, **cleaning services at Rubey Park may be expected to accelerate to four times per day or more as conditions require.** The most common (but not only) events include:
 - a. Two weeks including Christmas and New Year;
 - b. X-Games;
 - c. Gay Ski Week and Winterskol (usually overlap);
 - d. Independence Day;
 - e. Aspen Food and Wine Festival.
2. Other events may occur at varying times, but the Contractor will note that the month of January is routinely one of high service requirements.

8.0 QUALITY CONTROL AND SAFETY

1. **Contractor Quality Control Program:** The Contractor shall establish a complete quality control program to assure the requirements of the Contract are met as specified. A draft Quality Control Plan (QCP) shall be submitted for review and approval prior to start of Contract. The QCP shall be a system for identifying and correcting deficiencies in the quality

of services before the level of performance becomes unacceptable and/or RFTA Inspectors point out the deficiencies. This QCP is of paramount importance. The program shall include, but not be limited to the following:

- a. An inspection system which is tailored to the specific facility and which covers all services stated in the tasks and frequencies segment of the Contract. The Contractor shall utilize the weekly site-specific checklists provided by RFTA during the performance of the work. The checklists shall be dated and initialed to indicate the time(s) work was performed. The inspector(s) will verify by inspection that the indicated task(s) was completed satisfactorily. It is not permissible for the person who performs the work to inspect and accept that work. The Contractor and the supervisors who will complete inspections should be identified by title and type of inspection each is authorized to perform. A copy of each inspection is to be provided to the Program Manager within twenty-four (24) hours of inspection.
- b. An on-site file of all inspections conducted by the Contractor and the corrective action taken. This documentation shall be made available to RFTA, upon request, during the term of the Contract.

2. RFTA Monitoring.

- a. Comments and Follow-up: RFTA shall monitor services provided by Contractor and shall randomly inspect and verify cleaning at various locations. Throughout the term of the Contract:
 - i. Program Manager shall receive written comments from RFTA staff and, where appropriate, forward such comments to Contractor's point of contact to be addressed;
 - ii. Contractor shall respond to comments within 24 hours;
 - iii. Program Manager shall follow up in writing to ensure that issues have been satisfactorily addressed.
- b. Corrective Action: Should a pattern develop that extends for over 30 days of documented oversights and/or performance failures that are not satisfactorily corrected, a meeting between Contractor and RFTA shall be convened. Contractor shall present at this meeting

a plan of Corrective Action which will be discussed and agreed to by all parties.

- c. Formal Warning: RFTA will closely monitor Contractor's performance of the Corrective Action during the subsequent 30 days. A continued pattern of documented oversights and/or performance failures will lead to issuance of a Formal Warning to Contractor.
- d. Termination for Cause: In accordance with Article 18 – Termination, RFTA may terminate this contract for cause in the case of failure to perform to or comply with the terms of the Contract. RFTA has the sole right to determine when a Contractor is in default or breach of the Contract.

3. Safety and Hazardous Materials Training

- a. Contractor shall provide evidence of safety training for all personnel and shall present a plan for maintaining safe operations by its employees which includes a specific plan of action in the event of an accident.
- b. Contractor shall provide evidence of training in compliance with OSHA Guidelines regarding Handling Hazardous Materials (proper cleanup of blood and bodily fluids) and shall maintain all equipment and materials necessary to perform in compliance with OSHA Guidelines.
- c. Contractor shall provide evidence of a plan or policy to ensure a drug-free workplace. This plan or policy will include methods of ensuring a drug-free work place, a stated plan of action in the event of an accident and shall comply with the requirements stated in Article 9 – Independent Contractor regarding the provision and maintenance of a drug-free workplace.

9.0 OPTIONAL SERVICES – Bus Rapid Transit (BRT) Stations

- 1. RFTA has not decided how the maintenance of the BRT stations will be handled. Proposer is requested to provide pricing for the services on the BRT Stations tab in the included Excel spreadsheet “Janitorial Service

Task Matrices, Price Proposal Pages and Options Data”. If RFTA decides to contract any or all of these services, a Contract Amendment would be made to the Contract to incorporate the expanded Scope of Work.

10.0 Excel Spreadsheet: “Janitorial Service Task Matrices, Price Proposal Pages and Options Data”, attached separately to this RFP, contains nine (9) tabs for the Proposer’s use.

1. Tab “Task Matrix-3 Seasons–31 weeks” is a task matrix showing the general tasks and service intervals for all locations during the majority of the calendar year (generally mid-April through mid-November).
2. Tab “Task Matrix-Winter – 21 weeks” is a task matrix showing the general tasks and service intervals for all locations during the “high” or “busy” season occurring during the winter (generally mid-November through mid-April).
3. Tab “Price Proposal Sheet Rubey Park” should be used to present your pricing for the Scope of Work at Rubey Park. After completing the spreadsheet, please copy as a PDF for submission with your proposal.
4. Tab “Price Proposal Sheet AMF” should be used to present your pricing for the Scope of Work at AMF. After completing the spreadsheet, please copy as a PDF for submission with your proposal.
5. Tab “Price Proposal Sheet CMF” should be used to present your pricing for the Scope of Work at CMF. After completing the spreadsheet, please copy as a PDF for submission with your proposal.
6. Tab “Price Proposal Sheet Bunker” should be used to present your pricing for the Scope of Work at the Bunker. After completing the spreadsheet, please copy as a PDF for submission with your proposal.
7. Tab “Price Proposal Sheet GMF” should be used to present your pricing for the Scope of Work at GMF. After completing the spreadsheet, please copy as a PDF for submission with your proposal.
8. Tab “Price Proposal Summary” will automatically accumulate the total annual pricing entered on the other pricing sheets. Here you will also enter annual prices for the four possible option years and hourly rates by

type of service for each of the five potential contract years. After completing the spreadsheet, please copy as a PDF for submission with your proposal. NOTE: for best results, compile all PDFs into a single PDF prior to submission.

9. Tab “Option BRT Stations” contains information and pricing format for potential cleaning services at the thirteen (13) BRT stations. After completing the spreadsheet, please copy as a PDF for submission with your proposal.

PART III – Pro-Forma Contract
CONTRACT FOR PURCHASE OF JANITORIAL SERVICES
RFTA CONTRACT NO. 13-043

This Contract is made and entered into this [] day of [], 2012 (“Effective Date”) between the ROARING FORK TRANSPORTATION AUTHORITY, a regional transportation authority and a political subdivision of the State of Colorado (“RFTA”) and [], a **Indicate corporation, partnership, joint venture or sole proprietorship** organized pursuant to the laws of the State of Colorado (the “CONTRACTOR”). RFTA and Contractor may hereinafter from time to time be referred to as “Party” or “Parties”.

RECITALS:

WHEREAS, RFTA desires to enter into a Contract with CONTRACTOR to furnish the Janitorial Services described in Exhibit A – Scope of Work attached hereto (“Services” or the “Work”); and

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

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

WHEREAS, sufficient authority exists in RFTA’s rules and regulations and state statute, sufficient funds have been budgeted for these purposes and are available, and other necessary approvals have been obtained;

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

ARTICLE 1 – SCOPE OF WORK

The required Services are as enumerated and described in Exhibit A – Scope of Work, which document is attached hereto and 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 Services, attached hereto and 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 CONTRACTOR in excess of the amount for any work performed 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

CONTRACT shall commence on the Effective Date set forth above. The term of the base contract will be through December 31, 2014, with the option of extension for up to four (4) additional, twelve (12) month periods. The Contractor will be required to begin performance under the Contract no later than November 17, 2013. Time is of the essence in the performance of the contract. All extensions of the term of the contract shall be made in writing by both parties in advance of the contract expiration date.

ARTICLE 4 – NEGOTIATED CONTRACT

This Contract is a fixed-price, labor-hours contract. The total dollar amount of the Contract as specified in Exhibit B – Compensation and Method of Payment may only be modified by written agreement of both parties to the Contract in the form of a Contract Amendment as specified in Article 13 below.

ARTICLE 5 – CONTRACT AND CONTRACT DOCUMENTS

The Contract consists of the following documents:

- 1) Contract for the Purchase of Janitorial Services between RFTA and CONTRACTOR;
- 2) Exhibit A – Scope of Work;
- 3) Exhibit B – Compensation and Method of Payment for Services;
- 4) Exhibit C – Request for Proposals for Janitorial Services; and
- 5) Exhibit D – Proposal Submitted by CONTRACTOR in Response to RFP.

In addition, all modifications to the Contract after contract execution that are made in the form of Contract Amendments in accordance with Article 13 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 Janitorial Services 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 13 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 Janitorial Services, including Exhibit B – Compensation and Method of Payment for Services;
- 3) Exhibit A – Scope of Work;

- 4) Exhibit C – Request for Proposals for Janitorial Services, fully-conformed and inclusive of all addenda to the RFP; and
- 5) Contractor's Proposal in Response to RFP.

ARTICLE 7 – PROJECT AUTHORIZATION AND PERFORMANCE

The CONTRACTOR agrees to provide the required Services in accordance with the Project Schedule as agreed upon by RFTA and the CONTRACTOR prior to contract execution.

ARTICLE 8 – RFTA PROGRAM MANAGER

The RFTA Program Manager for this Contract is Russell Decker, Facilities and Grounds Manager, unless otherwise designated in writing by the RFTA Chief Executive Officer ("CEO").

ARTICLE 9 – INDEPENDENT CONTRACTOR

- 1) CONTRACTOR shall provide the Services required under this Contract as an independent contractor, not as an agent or employee of RFTA. CONTRACTOR has no authority to make any statement, representation, or commitment of any kind or to take any action binding upon RFTA, without RFTA's written authorization. RFTA is only interested in the results achieved by the Services provided by the CONTRACTOR; the manner of legally achieving those results is the responsibility of the CONTRACTOR.
- 2) All of the Services required by this Contract shall be provided by CONTRACTOR or under its supervision, and all personnel engaged in the provision of the Services shall be fully qualified.
- 3) Furthermore, it is understood that RFTA will not provide insurance or benefits of any nature to the CONTRACTOR, its employees, or subcontractors.
- 4) 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 its performance of the Contract. The CONTRACTOR further agrees that in the performance of the Contract, no person having any such interests shall be employed.
- 5) During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or Contractor.

- 6) For the purposes of this section, “drug-free workplace” means a site for the performance of work completed in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.
- 7) All Contractors and subcontractors performing services for RFTA are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

ARTICLE 10 – INVOICING AND PAYMENT

- 1) RFTA will pay CONTRACTOR, as full and complete compensation for provision of the Services and assuming all duties, responsibilities, and obligations under the Contract, costs pursuant to Exhibit B – Compensation and Method of Payment for Services of this Contract.
- 2) In accordance with the requirements of Exhibit B – Compensation and Method of Payment for Services of this Contract, CONTRACTOR shall submit to RFTA’s Program Manager complete, properly supported and audit-worthy invoices for the Services provided. CONTRACTOR may submit no more than one (1) invoice to RFTA for every 30 calendar days of the Term of Contract.
 - a. A complete, properly supported, audit-worthy invoice will clearly show the following:
 - i. The applicable RFTA contract number;
 - ii. The total invoice amount;
 - iii. The invoice billing period;
 - iv. The total billing and breakout, per service location, of;
 1. The number of hours billed per labor category;
 - a. General janitorial services
 - b. HazMat cleaning
 - c. Window washing
 - d. Carpet cleaning
 2. The rate(s) charged per labor category;

- v. A brief description of the services performed during the billing period.
 - b. Supporting documents in the form of timekeeping records showing the number of hours each person performed during the period and completed checklists for each site should be attached.
- 3) RFTA will make payment to CONTRACTOR in accordance with the rates included in Exhibit B – Compensation and Method of Payment for Services, conditioned upon compliance by CONTRACTOR with all other provisions of the Contract and CONTRACTOR furnishing RFTA with the following:
- i. Contractor's properly supported and audit-worthy invoices for the Services provided.
 - ii. Proof satisfactory to RFTA that the appropriate work has been completed.
 - iii. Proof satisfactory to RFTA that there are no unsatisfied claims and that no other indebtedness exists in connection with the Services.
 - iv. All documents, records, and correspondence which CONTRACTOR and other persons providing the Services are required to provide to RFTA under the Contract.
- 4) The invoices shall be in a form satisfactory to RFTA and shall reference this RFTA Contract No. 13-043. The invoices shall be submitted to RFTA's Program Manager at the following address:
- i. Original Invoice to: Roaring Fork Transportation Authority
0051 Service Center Drive
Aspen, CO 81611
ATTN: Russell Decker, Facilities and Grounds Manager
- Copy to: Collina Washington, Procurement Manager
- 5) Payment terms are 30 calendar days following receipt of a correct and audit worthy invoice by RFTA.
- 6) The presentation of the invoices by CONTRACTOR to RFTA as set forth in this Article constitutes an express warranty and representation by CONTRACTOR to RFTA that the Services have been performed as indicated and that the quality of the Services provided is in accordance with this Contract.
- 7) The presentation of the invoices by CONTRACTOR to RFTA as set forth in this Article constitutes an express warranty and representation by CONTRACTOR to RFTA that the Services have been performed as indicated and that the quality of the services is in accordance with this Contract.
- 8) No approval of any invoice, nor any payment, final or otherwise, by RFTA shall itself constitute Acceptance of the Services.

- 9) RFTA may withhold all or part of any amounts due CONTRACTOR to protect RFTA from a loss, including but not limited to, losses caused by the following:
 - i. Failure of CONTRACTOR to make proper payments to its subcontractors for Services.
 - ii. Failure of CONTRACTOR to carry out and/or remedy the performance of Services in accordance with the Contract.
- 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 Services provided under the Contract.
- 11) CONTRACTOR shall maintain books and records supporting all amounts invoiced to RFTA. CONTRACTOR shall preserve such books and records for the duration of this Contract and for three (3) years thereafter, during which time RFTA and its representatives shall have access to such books and records and shall have the right to make any copies thereof for the purpose of auditing or verifying invoices or for any other reasonable business purpose.
- 12) CONTRACTOR warrants and represents that all books and records specified above shall be complete and accurate and that RFTA may rely on such records and books for any purposes. If CONTRACTOR becomes aware that such records are inaccurate or incomplete, CONTRACTOR will promptly notify RFTA in writing.

ARTICLE 11 – 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 12 – REVIEW OF WORK

Authorized representatives of RFTA may, at all reasonable times review and inspect the Services, financial reports, and checklists completed under the terms of this Contract and any amendments thereto. All reports, drawings, studies, specifications, estimates, maps, and computations prepared by or for the CONTRACTOR pursuant to this Contract, shall be available to authorized representatives of RFTA for inspection and review at all reasonable times. Acceptance shall not relieve the CONTRACTOR of its professional obligation to correct, at its expense, any of its negligent errors in the work.

ARTICLE 13 – CHANGES

- 1) RFTA shall have the right, without additional consent from CONTRACTOR and without invalidating the Contract, to add, delete, or change the required Services.
- 2) Contract Amendments. RFTA shall issue Contract Amendments to make additions, deletions, or changes to the required Services. To initiate a Contract Amendment, RFTA shall send CONTRACTOR a Request for Contract Amendment. Upon receipt, CONTRACTOR shall prepare an estimate of the effects of the change on the Contract Budget. Upon agreement between CONTRACTOR and RFTA on the effects of the change, RFTA will issue a

Contract Amendment signed by both parties specifying any change to the Contract Budget.

- 3) The Contract Budget and/or Term of Contract shall be subject to adjustment only by Contract Amendment(s).

ARTICLE 14 – SUBSTANTIAL CHANGES

- 1) If, prior to the satisfactory completion of the Services required under this Contract, RFTA materially alters the scope, character, complexity, or duration of the Services from those required under the Contract, a Contract Amendment may be executed between the parties.
- 2) Minor changes in the Services which do not involve increased compensation, extensions of time or changes in the goals and objectives of the Services may be made by written notification of such change by either RFTA or the CONTRACTOR with written approval by the other party.

ARTICLE 15 – INDEMNIFICATION

- 1) Professional Liability. The CONTRACTOR shall exercise in its provision of the Services the standard of care normally exercised by nationally recognized organizations engaged in providing comparable services. The CONTRACTOR shall be liable to RFTA for any loss, damages or costs incurred by RFTA for the repair, replacement or correction of any part of the project which is damaged, 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, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the provision of the Services, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Services) 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. 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.

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 under the Worker's Compensation acts, disability benefits acts or other employee benefits acts.

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 16 – INSURANCE

- 1) CONTRACTOR shall procure and maintain, until all of their obligations have been discharged, including until any warranty periods under this Contract are satisfied, the following types of insurance coverage and limits of liability. These insurance requirements and the obligations of the indemnification agreement that is part of this contract shall apply to anyone hired by CONTRACTOR to work under this agreement. 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. The CONTRACTOR's insurance coverage shall be primary insurance with respect to RFTA, its Board of Directors, officials, agents and employees.
- 2) 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. Maintenance of the following insurance coverage shall in no way be interpreted as relieving the Contractor of any responsibility hereunder. CONTRACTOR is free to purchase such additional insurance as may be determined necessary.

a) Workers Compensation and Employer's Liability Insurance:

i) Coverage A:

(1) Statutory Coverage:	Colorado Statutory Limits
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ii) Coverage B:

(1) Employers Liability Coverage:	\$100,000 Each Accident
	\$500,000 Disease, Policy
	Limit

\$100,000 Disease, Each
Employee

- iii) Waiver of Subrogation: Endorsement included in favor of RFTA and all affiliated companies as stipulated by RFTA

b) Commercial General Liability Insurance:

- i) Combined Bodily Injury and Property Damage Liability:
 - (1) Each Occurrence: \$1,000,000
 - (2) General Aggregate \$1,000,000
- ii) The policy shall be endorsed to include coverage for “care-custody-control”.
- iii) The policy shall be endorsed to include master key coverage.
- iv) The following coverages must be included under the Commercial General Liability Policy:
 - (1) Defense costs outside the limits of liability
 - (2) Personal Injury Liability (with contractual exclusion deleted)
 - (3) Bodily Injury
 - (4) Property Damage and Liability
- v) RFTA and all affiliated companies as stipulated by RFTA shall be included as Additional Insureds under Contractor’s policy. The policy shall be endorsed to be primary and non-contributory with any insurance maintained by RFTA and RFTA affiliated companies.

c) Business Automobile Liability:

- i) Combined Bodily Injury and Property Damage Liability: \$1,000,000 each accident
- ii) Liability Coverage for the following must be included:
 - (1) Owned Automobiles
 - (2) Non-Owned and Hired Automobiles
 - (3) Contractual Liability
 - (4) Pollution Liability – ISO Endorsement CA 9948
- iii) RFTA and all affiliated companies as stipulated by RFTA shall be included as Additional Insureds under Contractor’s policy. The policy shall be endorsed to be primary and non-contributory with any insurance maintained by RFTA and RFTA affiliated companies.

- d) Third Party Fidelity Coverage or Crime Insurance:
- i) Limits of Liability:
 - (1) General Aggregate \$500,000
 - ii) Coverage shall include employee dishonesty including Endorsement Client's Property.
 - iii) Coverage shall include coverage for all directors, officers, agents and employees of the Contractor.
 - iv) Coverage shall not exclude coverage for theft or mysterious disappearance and shall not contain a condition requiring an arrest and conviction.
- e) Special Provisions:
- i) If Contractor fails to procure and maintain such insurance, RFTA shall have the right (but is not obligated) to procure and maintain the said insurance and the Contractor shall pay the cost thereof and provide all necessary information to effect such insurance.
 - ii) Insurance coverage carried by the Contractor shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the Insurance Requirements to be fulfilled by Contractor. RFTA's decision thereon shall be final.
 - iii) All policies are to be written through companies duly entered and authorized to transact that class of insurance in the state of Colorado. The insurance companies must have an A.M. Best rating of A, IX or better in the most recent Best's Key Rating Guide.
 - iv) Approval, disapproval or failure to act by RFTA regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the Contractor from liability.
 - v) Cross-Liability Coverage. If the liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
 - vi) Contractor shall make no special payments for any insurance that the Contractor may be required to carry; all are included in the contract price and in the contract unit prices.

- vii) RFTA shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by RFTA.
 - f) 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.
 - g) 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.
 - h) 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.
 - i) Certificates of Insurance – Before commencing performance on the Contract, CONTRACTOR and its subcontractors must furnish certificates(s) of insurance (using ACORD form or equivalent) to RFTA evidencing:
 - i) Insurance coverage acceptable to RFTA.
 - ii) Signature by person authorized by insurer to bind coverage on its behalf.
 - iii) Effective expiration dates of policies.
 - iv) Any deductible and/or self-insured retention.
 - v) Any policy endorsements that restrict or limit coverage.
 - vi) Any exclusion(s) to the policy which are not part of the standard form.
 - vii) Certificate of Insurance title block format is as follows: Roaring Fork Transportation Authority, 0051 Service Center Drive, Aspen, Colorado 81611
- 3) CONTRACTOR shall also provide RFTA with 30 days written notice of any cancellation, non-renewal, or material changes of Policy of Insurance by CONTRACTOR or Insurer. 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 17 – SUBLETTING, ASSIGNMENT, OR TRANSFER

- 1) 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.
- 2) 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.
- 3) 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.
- 4) All subcontracts in the amount of \$10,000.00 or more shall include the provisions set forth in this Contract.

ARTICLE 18 – TERMINATION

The rights and remedies of RFTA under this Article shall be non-exclusive, and shall be in addition to all the other remedies available to RFTA at law or in equity.

- 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 as described in the Scope of Work, Section 8 – Quality Control, setting forth the manner in which the CONTRACTOR has breached or is in default. The CONTRACTOR will only be paid the contract price for Services 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 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 as described in the Scope of Work, Section 8 – Quality Control. 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 thirty (30) days before the effective date of such termination. If the Contract is terminated by RFTA for convenience, the CONTRACTOR will be paid compensation for those Services actually provided.

ARTICLE 19 – APPLICABLE LAWS AND VENUE AND CONTRACT DISPUTES

- 1) 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.
- 2) 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 alternate dispute resolution concerning any disputes. The decision of the RFTA CEO will state the reason for the action taken and shall inform the CONTRACTOR of its right to administrative review by the RFTA Board of Directors acting as the RFTA Procurement Appeals Board. The decision of the RFTA CEO shall be final and conclusive unless within 60 calendar days from the date of delivery of the decision to the CONTRACTOR, the CONTRACTOR delivers a written appeal to the RFTA General Counsel for consideration by the RFTA Procurement Appeals Board.
- 3) In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to submit written evidence in support of its position. The appeals proceeding shall be *de novo*. A decision on the appeal shall be made by the RFTA Board acting as the RFTA Procurement Appeals Board and shall become binding upon the CONTRACTOR unless within 60 calendar days from the date of delivery of the decision to the CONTRACTOR, the CONTRACTOR delivers a written request to the RFTA General Counsel for alternative dispute resolution or litigation. . Unless otherwise directed by RFTA, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.
- 4) In addition to the requirements of Article 24 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.

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

ARTICLE 20 – 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 21 – RESOLUTION OF CLAIMS AND DISPUTES

- 1) RFTA will review claims and take one or more of the following preliminary actions within 10 days of receipt of a claim:
 - a. Request additional supporting data from the claimant;

- b. Submit a schedule to the Parties indicating when RFTA expects to take action;
 - c. Reject the claim in whole or in part, stating reasons for rejection;
 - d. Recommend approval of the claim by the other party; or
 - e. Suggest a compromise. RFTA may also, but is not obligated to, notify the surety, if any, of the nature and amount of the claim.
- 2) If a claim has been resolved, RFTA will prepare or obtain appropriate documentation.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) 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 22 – 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 23 – 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. RFTA shall not assign this Contract in whole or in part.
- 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, 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 24 – 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:

Company Name

Company Address

ATTN: Company Representative, Title

Notice to RFTA:

Roaring Fork Transportation Authority

0051 Service Center Drive

Aspen, CO 81611

ATTN: Dan Blankenship, CEO

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 24, paragraph (1) above.

ARTICLE 25 – COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR shall comply with all relevant requirements of all Federal, State, and local laws. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the

CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, RFTA shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 26 – CONFLICTS OF INTEREST

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

ARTICLE 27 – WARRANTIES

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

ARTICLE 28 – NONWAIVER

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

ARTICLE 29 – MERGER

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

ARTICLE 30 – NO THIRD PARTY RIGHTS

Except as expressly set forth herein, the representations, warranties, terms, and provisions of this Contract are for the exclusive benefit of the parties hereto and no

other person or entity shall have any right or claim against either party by reason of any of these terms and provisions or be entitled to enforce any of these terms and provisions against either party.

ARTICLE 31 – ATTACHMENTS

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

ARTICLE 32 – SEPARATE COUNTERPARTS

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

ARTICLE 33 – IMMIGRATION COMPLIANCE

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

- 1) CONTRACTOR certifies that, prior to executing this Contract, it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration (the “E-verify Program”), or the employment verification program administered by the Colorado Department of Labor and Employment (the “Colorado Verification Program”).
- 2) CONTRACTOR shall comply with all reasonable requests by the Colorado Department of Labor and Employment made in the course of an investigation undertaken pursuant to the authority established in C.R.S. 8-17.5-102(5).
- 3) To the extent required by C.R.S. 8-17.5-102(1), by submitting a proposal or bid, the CONTRACTOR certifies that at the time of proposal or bid submission it did not knowingly employ or contract with an illegal alien who will perform work under this Contract, and that the CONTRACTOR will participate in the E-verify Program or the Colorado Verification Program in order to verify the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

ARTICLE 34 – CONFIDENTIAL INFORMATION

- 1) Access to government records is governed by the Colorado Open Records Act, C.R.S. 24-72-201 through 24-72-309 et seq. Except as otherwise required by the Colorado Open Records Act, RFTA will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted or disclosed during the term of the Contract. Any such proprietary information, trade secrets or confidential commercial and financial information that the CONTRACTOR believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade

secrets or confidential commercial and financial information will not ensure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such. Notwithstanding the CONTRACTOR's claim of or designation of information as proprietary, confidential or a trade secret, the determination whether it is or not will be determined by RFTA under Colorado state law.

- 2) Any request for information directed to the CONTRACTOR, pursuant to the Colorado Open Records Act, by the public shall be immediately redirected to RFTA for handling. RFTA shall be responsible for providing the response to requests under the Colorado Open Records Act. The CONTRACTOR acknowledges and agrees that all records of the Services and the work, including records of the CONTRACTOR and its subcontractors are subject to the Colorado Open Records Act, C.R.S. 24-72-201 through 24-72-309 et seq.
- 3) This Confidentiality section shall survive the termination or expiration of the Contract.

ARTICLE 35 – REGULATORY COMPLIANCE

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

ARTICLE 36 – 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 37 – 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 38 – ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

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

FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

- 4) FTA does not require the inclusion of these requirements in subcontracts.

ARTICLE 39 – 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 40 – 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 41 – 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 subcontractor(s).
- 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 42 – 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 43 – 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 44 - RECYCLED PRODUCTS

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

ARTICLE 45 - DEBARMENT AND SUSPENSION

- 1) 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.
- 2) 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:
- 3) 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 46 – 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 47 – 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 48 – 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 49 – LOBBYING

- 1) Contractors who apply or bid 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.

- 2) The Certification Regarding Lobbying submitted by CONTRACTOR with its proposal is attached to this Contract in Exhibit D – VEDOR Response to RFP.
- 3) If a Standard Form LLL, "Disclosure Form to Report Lobbying," is required to be completed by the CONTRACTOR or subcontractor at any tier, such disclosure form shall be furnished to RFTA.

ARTICLE 50 – 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 51 – 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 52 – 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 bidding 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.

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

CONTRACTOR:

**ROARING FORK TRANSPORTATION
AUTHORITY:**

By: _____

By: _____

Contractor Representative

Dan Blankenship
dblankenship@rfta.com

Title: _____

Chief Executive Officer

Address:

Address:

2307 Wulfsohn Road
Glenwood Springs, Colorado 81601

APPROVED AS TO FORM AND LEGALITY

By: _____

Paul Taddune
RFTA General Counsel

EXHIBIT A
SCOPE OF WORK

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

EXHIBIT B
COMPENSATION AND METHOD OF PAYMENT FOR SERVICES

1. Total Compensation

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

The maximum compensation under this Contract may only be modified by written agreement of both parties to the Contract in the form of a Contract Amendment as specified in Article 13 of the Contract.

2. General Terms and Conditions

- A. Notwithstanding the maximum compensation indicated in Section 1 above, CONTRACTOR acknowledges and agrees that the total amount of funding available for the balance of 2013 is \$XXX and for 2014 \$XXX.
- B. For full and complete compensation for all work, materials, and services furnished under the terms of this Contract, the CONTRACTOR shall be paid no more than the maximum compensation specified in Exhibit B, Section 1 above.
- C. The maximum price amount for the Contract shall not be exceeded unless RFTA determines that there is a requirement for a substantial change in the scope, character, or complexity of the Work from that originally negotiated for the Contract and issues a Contract Amendment.
- D. RFTA shall pay the CONTRACTOR for Services provided in accordance with Article 10 of the Contract.
- E. The CONTRACTOR expressly agrees that it shall do, perform and carry out in a satisfactory and proper manner, as determined by RFTA, all of the Work described in the Contract.
- F. Should the work under the Contract be terminated for convenience by RFTA, pursuant to Article 18 of the Contract, the CONTRACTOR shall be paid based upon the work completed at the point of termination.

3. Partial Payment

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

4. Final Payment

Upon completion, delivery and acceptance of all work contemplated under the Contract, the CONTRACTOR shall submit one (1) final invoice statement for no more than the balance of the maximum compensation amount specified in Exhibit B, Section 1 above, less all previous payments made under the Contract.

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

EXHIBIT C
REQUEST FOR PROPOSALS FOR JANITORIAL SERVICES

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

EXHIBIT D
PROPOSAL SUBMITTED BY CONTRACTOR IN RESPONSE TO RFP

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

PART IV

CHECKLIST, FORMS & CERTIFICATIONS

PROPOSAL CHECKLIST

The following items must be included in your proposal in order to receive consideration. Failure to complete all forms or provide the requested information shall result in your submission being ruled non-responsive. Non-Responsive Proposals will not be awarded the contract. Please sign and date each form and/or certification. No proposal shall be considered unless it contains all fully executed certifications. Please refer to Section I, Part 3, subsection 3.2 – Information Required from the Proposer (p. 15) for more details. ***This form is for your information only and is not required to be submitted with your proposal.*** Items in **bold** are attached following this page.

- | | | |
|--------------------------|---|-------------|
| ☐ | Cover Sheet | (p. 15) |
| ☐ | Cover Letter | (p. 16) |
| ☐ | Statement of Proposer's Qualifications | (p. 16) |
| ☐ | Contractor's Approach to the Project | (p. 17) |
| ☐ | Price Proposal Summary (<i>submitted as separate .pdf</i>) | (p. 17) |
| ☐ | Attachment A Proposer Questionnaire | (pp. 73-74) |
| ☐ | Attachment B Acknowledgement of Addenda | (p. 75) |
| ☐ | Attachment C Certification Regarding Lobbying | (p. 76) |
| ☐ | Attachment D Affidavit of Non-Collusion | (p. 77) |
| ☐ | Attachment E Debarment & Suspension | (p. 78) |
| ☐ | Attachment F Conflict of Interest | (p. 79) |
| ☐ | Attachment G DBE Letter of Intent | (p. 81) |
| ☐ | Attachment H DBE Affidavit | (p. 82) |
| ☐ | Attachment I DBE Unavailability Certification | (p. 83) |
| ☐ | Attachment J Corporate Certification of Illegal Aliens | (p. 84-85) |
| ☐ | Attachment K Internal Revenue Service Form W-9 | no number |

ATTACHMENT A
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 funds²:

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

CERTIFICATION

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

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

Signature _____

Date _____

Printed Name _____

Title _____

² 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 B
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.

ACKNOWLEDGMENT OF ADDENDA

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

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

Offeror:	_____
	Name

	Street Address

	City, State, Zip
_____	Signature of Authorized Signer
_____	Title
_____	Phone

OR

_____ No addenda were issued to RFTA Solicitation No. 13-043

ATTACHMENT C
CERTIFICATION REGARDING LOBBYING
APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING³
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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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

³ The filing of Standard Form LLL (Rev. 7-97, OMB 0348-0046) and full disclosure is required pursuant to 31 U.S.C. section 1352 for each instance described above, whether or not federal monies are used. The information requested through this certification is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance is placed by the Roaring Fork Transportation Authority when the transaction referred to in this solicitation is made or entered into.

ATTACHMENT D
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 has been arrived at by the proposer independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other Contractor of materials, supplies, equipment or services described in the request for proposal, designed to limit independent proposals or competition; and
3. That the contents of the proposal has 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, and will not be communicated to any such person prior to the official opening of the proposal; 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.

Authorized Signature

Printed or Typed Name of Affiant

Firm Name

Employee Identification Number

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

Notary Public

My Commission expires _____, 20 ____.

ATTACHMENT E
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

ATTACHMENT F

Proposers shall provide a list of all entities/individual(s) with which it has relationships that create, or would appear to create, a conflict of interest with the work that is contemplated by this solicitation. The list should indicate the name of the entity and/or individual, the relationship to the Proposer, and a discussion of the real and/or apparent conflict.

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. I hereby disclose the following persons, entities, or interests with which there is an interest or involvement that may result in an actual or potential conflict of interest, directly or indirectly:

- | Conflict | |
|----------|--|
| No. | Description |
| 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: |

Witness _____

Signature _____

Title _____

Date _____

GOOD FAITH EFFORT

*(For information only – **NOT TO BE RETURNED**)*

RFTA has established an overall goal to be expended with DBE's. 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 DBE's who have the capability to perform the work of the contract. The Proposer must solicit this interest within sufficient time to allow the DBE's to respond to the solicitation. The Proposer must determine with certainty if the DBE's are interested by taking appropriate steps to follow up initial solicitations.
2. Selecting portions of the work to be performed by DBE's 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 DBE's 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 DBE's. 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 DBE's 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 DBE's if the price difference is excessive or unreasonable.

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

ATTACHMENT G
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 _____

ATTACHMENT H
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
_____ of _____ and certifies that since the date
other duly authorized official of a corporation) (Name of DBE)
of its certification by the Colorado Department of Transportation (CDOT), *UCP or other *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 to before me this _____ day of _____, 20_____.

(Notary Public)

Affix Seal Here:

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

*Please list other entity _____

ATTACHMENT I

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/bid for the following work items.

Disadvantaged Contractor	Work Items Sought	Form of Proposal or Bid 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/bid for the following reason(s):

Signature: _____ Date: _____

To be completed by DBE:

_____ was offered an opportunity to bid 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/bid on this project.

(Signature of Disadvantaged Business Enterprise)

(Date)

(Title)

ATTACHMENT J
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:

- a. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services; or
- b. 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;
- c. 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;
- d. 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;
- e. 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.
- f. 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).
- g. 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.

- h. 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.
- i. 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 _____, 20__.

By _____
[Printed Name]