

REQUEST FOR PROPOSALS

FOR

**EAGLE COUNTY LOCAL FEEDER-CIRCULATOR BUS
SYSTEM FEASIBILITY STUDY AND NEEDS
ASSESSMENT**

ISSUED BY THE

EAGLE COUNTY REGIONAL TRANSPORTATION AUTHORITY

June 28, 2011

INTRODUCTION

The Eagle County Regional Transportation Authority dba Eagle County Transit (ECO Transit) is requesting written proposals from consultant firms to develop a Feeder-Circulator Bus System Feasibility Study and Needs Assessment to encompass all local jurisdictions in Eagle County. A transit needs assessment of the entire region as well as determination of the required estimated level of service to meet the need will be conducted along with identification of the cost to provide the identified transit service.

EAGLE COUNTY REGIONAL TRANSPORTATION AUTHORITY/ECO TRANSIT

In 1996, Eagle County voters approved a half-cent sales tax dedicated to regional transportation in Eagle and Lake Counties, allowing transit to evolve from a year-to-year enterprise to an established long-term community service. By 2000, Eagle County had accumulated enough funds to create a regional transit administrative and maintenance center and operate a fleet of 30 buses over a 70-mile corridor. Today, ECO Transit provides fixed route regional bus service and complementary, demand responsive ADA service to residents and visitors of Eagle and Lake Counties, operating 21 hours a day and 1.2 million miles per year. ECO Transit operates in a multi-county, 60-mile corridor between Gypsum on the west and Vail on the east, along Interstate 70 and US Highway 6, and from Vail south to Leadville on US Highway 24. In addition, ECO operates complementary ADA service within $\frac{3}{4}$ of a mile of these corridors.

BACKGROUND

ECO Transit has secured Federal Transit Administration (FTA) Section 5304 funding from the Colorado Department of Transportation (CDOT) to hire a consultant firm to conduct a feasibility study and needs assessment of the capital and operational funding required to support a feeder-circulator bus system along the I-70 corridor between Dotsero to the west, Minturn to the south, and Vail to the east. The new feeder circulator system would connect to the regional transit system and offer viable, intercity connections along a 40-mile corridor (Colorado Highway 6 and I-70) in a rural setting, allowing workers access to employment centers in the corridor.

PURPOSE AND NEED

In 2006, ECO Transit developed its 2030 Transit Vision for regional rail, a local feeder/circulator bus system and transit oriented communities. The Vision for a regional spine system is becoming increasingly integrated into County and

municipal long range plans, and is part of the regular dialogue of Eagle County and the municipalities along the I-70 corridor in Eagle County.

A key stepping stone to this vision is the development of local transit systems in each town center. The partnership between ECO Transit and the towns it serves will be critical to the future of transit. According to the Economic Development Council of Eagle County, only 4% of remaining land in the County is developable, meaning future population will need to be concentrated into existing town centers in higher, and consequently more transit oriented densities and forms, a concept advocated by Eagle County and its municipalities. Local transit systems will need to serve this population.

Successful local transit systems are already in place in Vail and Avon. The Town of Vail Transit boasts the highest ridership in the nation of any free transit system, with over 3 million trips per year. The Town of Avon also has a thriving system that is critical for the mobility of local residents and visitors alike. Together, these two local systems and the ECO Transit network serve 6 million trips per year.

The towns of Gypsum, Eagle, Edwards and Minturn show equal promise for local transit service. Edwards is currently the largest in population and its land use mix and population density make it very transit oriented. Eagle and Gypsum are the fastest growing communities in Eagle County.

A valley wide feeder-circulator feasibility study and needs assessment is necessary to assist local jurisdictions in planning a seamless, cost effective, and efficient means of connecting local bus services to ECO Transit's regional bus system. Currently local bus service is only available in the towns of Avon and Vail and lacking in the remaining towns and jurisdictions within Eagle County to include Dotsero, Gypsum, Eagle, Wolcott, Edwards, Minturn, and Eagle-Vail. A number of the valley's workforce do not live in close proximity (walking distance) of the Hwy 6 corridor, work in the community where they reside, or use a family motor vehicle to access work, shopping and medical facilities. Development of a local feeder-circulator system within certain areas of Eagle County will provide a means for workers to more efficiently access the employment centers along the I-70 & Hwy 6 corridor.

The results of the feeder-circulator feasibility study and needs assessment will be shared with the local governments of each of the representative jurisdictions as a planning document and cost analysis to start a local feeder-circulator system. The benefits to the local communities will consist of a model for a local feeder-circulator system that includes estimated capital costs, estimated operating costs, and potential options for funding. The study will also identify major affordable housing clusters and major work centers in each area for connectivity to the local bus service. Following completion of the study and needs assessment, ECO Transit will schedule a presentation to the local town councils and/or metro boards named in the study group and offer technical assistance where applicable.

PROJECT SUPPORT

The project will be conducted under the guidance and supervision of ECO Transit Staff and CDOT Division of Transit and Rail Planning Staff. ECO staff will serve as the contract manager and procurement administrator for the project. CDOT staff will monitor progress of the study per the FTA Section 5304 grant guidelines.

WORK PROGRAM

The work program for the local feeder-circulator bus system feasibility study and needs assessment is defined by the tasks outlined below. Consultants are invited to propose modifications to these tasks and to exercise creativity in responding to the project's needs. Modifications to the tasks and task sequencing which will improve the effectiveness of the study effort, while containing costs, are encouraged.

SCOPE OF WORK

Project Objectives:

1. Identify community specific needs for feeder-circulator transit service based on population/demographics for each municipality located in the County;
2. Determine the estimated level of transit service required to meet the identified need;
3. Identify the capital requirements to start a new local feeder-circulator system;
4. Estimate the operational funding required to sustain a local bus service; and
5. Identify potential options to fund new service capital and operations costs.

Project Location:

The project will focus on a feeder-circulator bus system along the I-70 corridor between Dotsero to the west, Minturn to the south, and Vail to the east. This area covers 1,694 square miles and a total permanent population of approximately 51,000. A map of the location is provided in Attachment A.

Project Tasks:

Task 1: Working Group

ECO Transit and the consultant will establish a project Working Group to provide input and oversee this study effort. This Working Group will include ECO Transit staff and all appropriate parties from the affected communities. Other partners such

as CDOT, interest groups, business interests, and human services agencies will be invited to participate. The Working Group will hold a stakeholder kickoff meeting to gain an awareness of the project, develop a vision statement or policy of the desired outcomes, and identify a timeline for results and implementation.

Task 2: Public Outreach Process

The consultant will incorporate a public outreach process into this feasibility study in order to identify rider needs and preferences, and to gauge opinions on suggested service routes and options. The consultant will develop a public outreach process by using methods such as structured interviews, a public survey, rider surveys, and community phone calls to employers and households. Presentations to town councils in the study area should be considered when developing the outreach process.

Task 3: Demand Analysis

This study will determine the level of demand for local circulator bus service valley wide and the level of demand in connecting to the ECO Transit regional service in the US 6 / I-70 corridor. Existing travel demand data will be collected from various sources such as ECO Transit ridership data, 2010 Census Data, Journey to Work, CDOT and local traffic counts, and other relevant transportation data and studies. This demand estimation will identify how best to balance convenient and frequent service with limited local and regional transit funding. The final outcome of this task will be an estimate of daily person trips, and the trip type (local, regional, commuter, shopping, health care) that would occur on circulator services and that would be transferring to ECO transit regional service. It should be noted that the demand analysis will consider both permanent population as well as some seasonal population, based on trip needs.

Task 4: Service Level

Based on the demand analysis in Task 3, the consultant will determine currently available services, and then potentially viable service delivery options, as well as the most appropriate level of circulator service for each community, including service characteristics, hours of operation, trip frequency, and connecting transit centers and park and rides. A detailed analysis will include recommendations on service routes, integration with ECO transit regional service, circulator frequencies, fare and transfer analysis, service operator options, fleet requirements, and vehicle maintenance and administrative staff requirements.

Task 5: Capital and Operational Costs

Based on the recommendations of Task 4, the consultant will assess the capital and operational costs associated with starting a frequent, localized circulator bus service. The consultant will be expected to conduct a cost-benefit analysis that explores the costs of contracting service out to an existing service such as ECO Transit vs. providing service locally through each municipality. The final outcome of this task will be cost per hour of service, or cost per mile, and a cost per passenger trip for each service.

Task 6: Potential Funding Options

It is anticipated that funding of any new circulator services will be a significant barrier to final implementation. The consultant will identify options for the combination of local, ECO Transit, state, and federal funding sources that could be used to support the recommended circulator services.

Task 7: Prepare Draft Report

The consultant will deliver a Draft Report detailing existing services, public and agency outreach efforts, and a cost analysis of the identified circulator services for review by the Working Group. Comments or changes to this Draft Report will then be incorporated into a Final Report.

Task 8: Final Report and Dissemination

The consultant will provide ECO Transit and the Working Group with an electronic and a bound Final Report documenting the work in each of the identified tasks. A copy of the final report will also be posted on the ECO Transit website and similar copies will also be provided to CDOT. The consultant will also be required to present findings of the final report to the ECO Board of Directors.

Deliverables:

Deliverables will include route maps, capital and operational costs and a final report with all information from the above tasks clearly presented.

Final Feeder-Circulator Feasibility Study and Needs Assessment:

- 5 hard copies to Eagle County.
- Provide electronic copies on CD of the following items:
 - The final report in color and in Microsoft Word and a PDF version. For the PDF file, the sections or chapters of the report should be combined into one file, with the option of segmenting the file for easier public downloading.
 - An electronic JPEG version of all illustrations, including maps, pictures, sketches, and renderings used in the final report.
 - All Power Point presentations.

Project Management:

The consultant will participate in either weekly or twice monthly conference calls with ECO Transit staff, as determined by the ECO Transit Project Manager. This will allow for continuous project updates by the consultant and input from key public sponsors.

The consultant is expected to develop and maintain a project schedule with key milestones and to submit monthly billing and progress reports to ECO Transit.

Schedule:

The consultant will complete the tasks defined within the work plan, for the preparation of the Feeder-Circulator Feasibility Study and Needs Assessment, within six months from the successful execution of a contract with Eagle County.

SCHEDULE AND BUDGET

This project is envisioned as a six-month project with an anticipated Notice to Proceed date of September 16, 2011.

This project will have a total budget of \$37,500 with an 80% Federal and 20% Local split. \$30,000 will be provided from FTA and CDOT and \$7,500 will come from Eagle County.

GENERAL

A submitted proposal shall constitute an indication that the consultant will meet the requirements established in the Work Program together with any "Addenda" issued by ECO Transit relative to this procurement of services.

This RFP in no way obligates Eagle County to award a contract.

The selection of a consultant firm shall be made without regard to race, color, sex, age, religion, national origin, or political affiliation. Eagle County is an Equal Opportunity Employer and encourages proposals from qualified minority and woman-owned businesses.

PROCUREMENT SCHEDULE

Request for Proposal (RFP) released	June 28, 2011
Request for clarifications to the Scope of Work	July 11, 2011
Responses to questions/clarifications posted	July 18, 2011
Proposals due to ECO Transit	August 2, 2011
Consultants contacted to schedule interview time (if needed)	August 12, 2011
Consultant interviews (if needed) at ECO Transit	August 19, 2011
Award Notification	August 26, 2011
Notice to Proceed Issued	September 16, 2011

REVIEW AND REQUEST FOR CLARIFICATIONS

Requests for clarifications to the Scope of Work must be directed in writing and submitted via email to Ms. Kelley Collier at Kelley.collier@eaglecounty.us by the close of business on Monday, July 11, 2011.

Any addenda pursuant to these requests will be issued by the close of business on Monday, July 18, 2011 and posted on ECO Transit's website at www.eaglecounty.us/transit. Eagle County reserves the right to respond to inquiries, as it deems necessary.

PROPOSAL SUBMISSION

Two (2) originals and one Digital CD of the complete proposal package must be received no later than close of business on Tuesday August 2, 2011 at the ECO Transit office. The sealed proposals must be clearly marked " Proposal for the Eagle County Local Feeder-Circulator Feasibility Study" and shall be addressed to:

POSTAL SERVICE:

Ms. Kelley Collier
ECO Transit
PO Box 1070
Gypsum, CO 81637

UPS OR FEDEX:

Ms. Kelley Collier
ECO Transit
3289 Cooley Mesa Road
Gypsum, CO 81637

In addition, one (1) PDF version of the complete proposal package must be sent by email to be received no later than close of business on Tuesday, August 2nd, 2011. The emailed proposal must be clearly marked in the header " Proposal for the Eagle County Local Feeder-Circulator Feasibility Study" and shall be sent to:

Ms. Kelley Collier
ECO Transit
Kelley.collier@eaglecounty.us

Responses to this RFP should contain the following:

1. A technical proposal (not more than 25 pages) consisting of:

- A cover letter expressing the firm's interest in working with Eagle County and general information on the firm to include identification of the principal

individual(s) that will provide the requested services;

- A description of the approach to be taken toward completion of the project, an explanation of any variances to the proposed scope of work as outlined in the RFP, and any insights into the project gained as a result of developing the proposal;
- A scope of services that includes steps to be taken, including any products or deliverables resulting from each task;
- A summary of estimated labor hours by task that clearly identifies the project team members and the number of hours performed by each team member by task;
- A proposed schedule that indicates project milestones and overall time for completion;
- A list of individuals that will be committed to this project and their professional qualifications. The names and qualifications of any subcontractors shall be included in this list; and
- Demonstration of success on similar projects, including a brief project description and a contact name and address for reference.

2. A Cost Proposal consisting of:

- A composite schedule by task of direct labor hours; and
- An itemized schedule of all expenses, including both labor and direct expenses. If the use of subcontractors is proposed, a separate schedule of expenses must be provided for each subcontractor.

3. Completed Appendix B – Acknowledgement of Requirements of the Federal Transit Administration

- Appendix B, provided in this transmittal, contains federal requirements that must be agreed to and included with all proposals submitted. **Failure to comply with these requirements may result in finding the Proposal non-responsive.**

POSTPONEMENT AND AMENDMENT

Eagle County reserves the right to revise or amend this RFP and the Scope of Work any time prior to August 2nd, 2011. Revisions, amendments and/or postponement, in the form of an addendum, shall be made available on the ECO Transit website.

Eagle County reserves the right to postpone the opening of responses at any time prior to the scheduled date and time if deemed necessary and in the best interest of ECO Transit.

REJECTIONS

Eagle County reserves the right to waive any minor informalities or irregularities in the proposal received that do not go to the heart of the response, or to reject any and all proposals submitted when it is in the best interest of Eagle County. Proposals lacking key information essential to a fair and subjective review of a submittal against other responses will be rejected outright.

CONSULTANT SELECTION CRITERIA

A Consultant Selection Committee (CSC) will be convened to review all proposals and select a firm it considers qualified to undertake the project. The following criteria will be used to evaluate the proposals:

Project Understanding/Approach	25 Percent
Creativity and Clarity of Suggested Approach in the Proposed Scope of Services	25 Percent
Project Manager/Staff Qualifications	25 Percent
Knowledge of Eagle County Area	10 Percent
Firm Qualifications/Consultant References	10 Percent
Ability to Meet Project Schedule	5 Percent

If the CSC determines that interviews will be required before a final decision can be made, the interviews will take place at the Eagle County RTA offices on Friday, August 19, 2011. Proposers should be willing and able to attend these interviews, if deemed necessary by the CSC. Consultants who are invited to an interview will be notified by the close of business on Friday, August 12, 2011 that an interview has been scheduled.

After necessary interviews, the CSC will rank the firms according to the criteria identified above and submit recommendations for award to ECO Transit.

Following final negotiations of the work plan and costs satisfactory to ECO Transit, the consultant will be asked to execute a contract with Eagle County. A Notice to Proceed will be issued upon execution of the contract. ECO Transit reserves the right to reject any and all proposals, to contract for any or all portions of the project with the selected consultant, or to hire multiple firms.

The successful responder(s) to this Request for Proposals is expected to provide qualified personnel to accomplish each portion of the work in this study. Eagle County will maintain the right to request the removal of any personnel found, in its

opinion, during the course of work on this project, to be unqualified to perform the work.

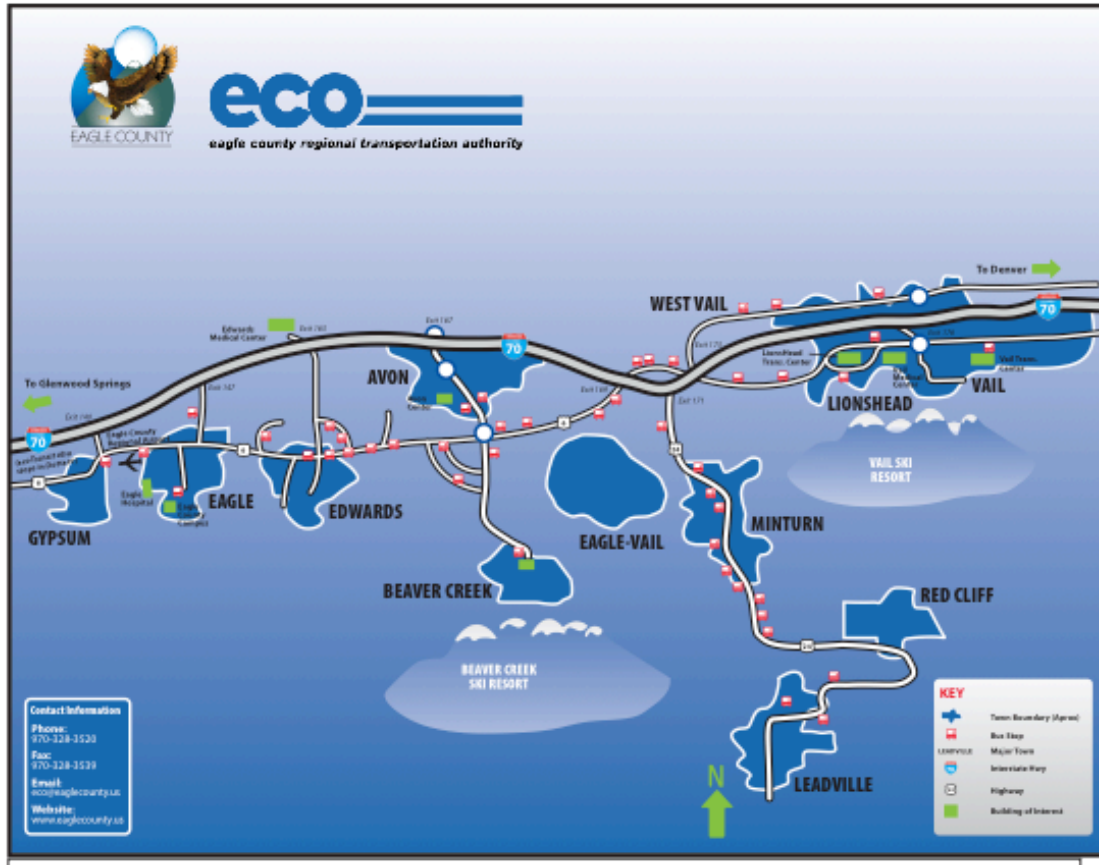
BID/PROPOSAL PROTEST PROCEDURE

Protests may be made after ECO Transit has announced the successful Proposer and **no later than five (5) business days** from the date of the Eagle County letter awarding the contract. Protests after award will not be considered unless the protest concerns a matter that arises after the award or could not have been known or discovered prior to award.

A person authorized to bind the Proposer to a contractual relationship must sign the protest letter. The letter should be signed, scanned and emailed to Ms. Kelley Collier at: Kelley.collier@eaglecounty.us.

Eagle County will issue a written decision within **ten (10) business days** after receipt of the notice of appeal, unless more time is needed. The protesting Proposer will be notified if additional time is necessary. Eagle County must also postpone further steps in the RFP process until the protest has been resolved. Eagle County's determination is final, and no further administrative appeal is available.

APPENDIX A: MAP OF THE STUDY AREA



APPENDIX B: Requirements of the Federal Transit Administration

Energy Conservation

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Access to Records and Reports

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. Contractor shall 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 municipal corporation, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

Federal Changes

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

No Government Obligation to Third Parties

(1) The municipal corporation and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the municipal corporation, the contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate. (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

a. Termination for Convenience. Eagle County may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in Eagle County's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to Eagle County. If contractor is in possession of any the Eagle County property, contractor shall account for same, and dispose of it as Eagle County directs.

b. Termination for Default. If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, Eagle County may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by Eagle County that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, Eagle County, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure. Eagle County, in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the municipal corporation's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice

from Eagle County setting forth the nature of said breach or default, Eagle County shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude Eagle County from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach. In the event that Eagle County elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by Eagle County shall not limit its remedies for any succeeding breach of that or of any other term, covenant or condition of this Contract.

Government Wide Debarment and Suspension

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the municipal corporation. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the municipal corporation, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contracts Involving Federal Privacy Act Requirements

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332,

contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other 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 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall 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, contractor shall comply with any implementing requirements FTA may issue.

(b) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.

(3) Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

Patent and Rights Data

A. Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets,

manuals, technical reports, catalog item identifications and related information. The term "subject data" does not include financial reports, cost analyses and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. 1. Any subject data developed under that contract, whether or not a copyright has been obtained; and 2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save and hold harmless the Federal Government, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c) and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental or research work financed in whole or in part

with Federal assistance provided by FTA.

Disadvantaged Business Enterprise

a. 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. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10% and the CDOT approved FFY 2011 Goal for participation to include 5304 funded projects in 4.5%.

b. 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 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 Eagle County deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the municipal corporation. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the municipal corporation and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the municipal corporation 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 the municipal corporation.

Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated 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 Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to

comply with any request that would cause the municipal corporation to be in violation of FTA terms and conditions.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the municipal corporation to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the municipal corporation and FTA, as 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.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

PLEASE PROVIDE THE FOLLOWING INFORMATION AS ACCEPTANCE OF THE FTA REQUIREMENTS.

Contractor _____

Signature of Authorized Official _____

Date ____/____/____

Name and Title of Contractor's Authorized Official _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C. 6101 (Contracts over \$25,000)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Instructions for Certification:

By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

Suspension and Debarment. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

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

The certification in this clause is a material representation of fact relied upon by the municipal corporation. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the municipal corporation, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the

requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor _____

Signature of Authorized Official _____

Date __/__/__

Name and Title of Contractor's Authorized Official _____