



RFTA Solicitation No. 13-039
REGIONAL TRANSIT ORIENTED
DEVELOPMENT ASSESSMENT

IMPORTANT DATES:

Date Issued:	May 29, 2013
Pre-Proposal Meeting	June 6, 2013, 3:00 PM (MT)
Inquiries and/or Requests for Clarification Due to RFTA:	June 12, 2013 5:00 PM (MT)
RFTA Response to Inquiries and/or Requests for Clarification Due:	June 18, 2013 5:00 PM (MT)
Proposals Due:	June 26, 2013 1:00 PM (MT)

Procurement Department
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Carbondale, CO 81623
970-384-4869
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NOTICE TO PROPOSERS
RFTA SOLICITATION NO. 13-039
REGIONAL TRANSIT ORIENTED DEVELOPMENT ASSESSMENT

The Roaring Fork Transportation Authority ("RFTA") is soliciting proposals from consultants and consultant teams to create a Regional Transit Oriented Development Assessment. The purpose of this planning project is a study to identify opportunities to facilitate transit-oriented development ("TOD") along the State Highway 82 ("SH 82") Bus Rapid Transit ("BRT") corridor. This project is being funded in part by a grant from the Colorado Department of Transportation (CDOT), using Section 5304 funding, with local match funds coming from RFTA and stakeholder communities.

Solicitation documents will be available **Wednesday, May 29, 2013**. To download a copy of Request for Proposal (RFP) 13-039, please go to <https://rfta.sharefile.com/d/sb0a0d45e99d414a9>. You must create your own user ID and password to access the Sharefile site and enter a valid email address for further communications. If you experience difficulties gaining access to Sharefile, please contact Dina Farnell at procurement@rfta.com or (970) 384-4869 immediately.

There will be a Pre-Proposal Conference on **Thursday, June 6, 2013 at 3:00 PM (MT)** at RFTA's BRT office, located at **1340 Main Street, Carbondale, CO 81623**. The Pre-Proposal Conference will also be broadcast **via WebEx**. Attendees must register by submitting a Vendor Registration Form, available at <http://www.rfta.com/rfps.html> to obtain details related to connecting to the WebEx.

Proposals will be due **Wednesday, June 26, 2013 not later than 1:00 PM (MT)**. Proposals should be submitted via upload to <https://rfta.sharefile.com/r/r3a842eb29354c25a> in PDF format. Please use "**YOUR COMPANY NAME Response to RFP #13-039**" as the title of the uploaded document to clearly indicate the contents. To be considered, proposals must be uploaded on or before the date and time specified.

For questions or more information, contact RFTA's Procurement Department:
Dina Farnell, Procurement Specialist, (970) 384-4869; Barbara Hauptli, Procurement Specialist, (970) 384-4861; or, Collina Washington, Procurement Manager, (970) 384-4886. Email procurement@rfta.com.

Published in/on the following media outlets: www.rfta.com, *Transit Talent* at (http://www.transittalent.com/search_solicitations_all.cfm), *Aspen Times*, *Glenwood Post-Independent*.

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, DBEToday, and the Small Business Technical Resource Centers, American Planning Association (APA)*



RFTA SOLICITATION No. 13-039
REGIONAL TRANSIT ORIENTED DEVELOPMENT ASSESSMENT

PART I – Solicitation, Offer & Award

- 1.1 **Purpose of Procurement.** The Roaring Fork Transportation Authority (“RFTA”) is soliciting proposals from qualified consultants to create a Regional Transit Oriented Development Assessment. This will be a study to identify opportunities to facilitate transit oriented development (“TOD”) along the State Highway 82 (“SH 82”) Bus Rapid Transit (“BRT”) corridor. This project is being funded in part by a grant from the Colorado Department of Transportation (“CDOT”), using Section 5304 funding and local match funds coming from RFTA and our various City and County Stakeholders.

The requested services will be conducted in accordance with generally accepted standards and as defined within the Scope of Services outlined in this Request for Proposals (“RFP”). This solicitation does not commit RFTA to award a contract, or pay any cost incurred in preparation of bids/proposals, or to produce a contract for services.

- 1.2 **Type and Term of Contract.** The successful Proposer (or “Consultant”) will be required to execute the attached Pro Forma Contract (Part III of this RFP). The contract will be a Fixed-Price, Labor Hour contract based upon the negotiated hourly labor rates as specified in Attachment B of the contract, and will be payable according to milestones agreed upon by RFTA and the Consultant. The successful Proposer agrees to comply with any and all provisions and regulations relative to that professional services contract.

Time is of the essence in the performance of the services outlined in this solicitation and the attached contract. The contract will require the Consultant to begin performance under the Contract on the date of contract execution, or as soon thereafter as is practical.

The initial term of the contract shall begin on the date of execution and will expire twelve months thereafter, with one (1) twelve (12) month option to renew the engagement of services, subject to annual appropriations. All extensions of the Term of Contract will be in writing and signed by both parties to the Contract in the form of a Contract Amendment.

Notwithstanding anything to the contrary contained in this Contract, no charges shall be made to RFTA nor shall any payment be made to the Contractor in excess of the amount for any work done without written approval in accordance with a budget adopted

by the RFTA Board of Directors in accordance with provisions of the Colorado Revised Statutes. Moreover, the parties agree that RFTA is a governmental entity and that all obligations beyond the current fiscal year are subject to funds being budgeted and appropriated.

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

Solicitation Date:	May 29, 2013
Pre-Proposal Conference	June 6, 2013, 3:00 PM (MT)
Deadline for Written Inquiries and/or Requests for Clarifications:	June 12, 2013, 5:00 PM (MT)
RFTA Response to Inquiries and/or Requests for Clarifications:	June 18, 2013, 5:00 PM (MT)
Proposals Due:	June 26, 2013, 1:00 PM (MT)
RFTA Recommendation for Contract Award(s)*:	July 2, 2013
RFTA Chief Executive Officer (CEO) Awards Contract(s)*:	July 12, 2013

1.4 **Pre-Proposal Conference.** A Pre-Proposal Conference will be held at **3:00 PM (MT) on Thursday, June 6, 2013** at RFTA's BRT Office, located at 1340 Main Street, Carbondale, CO 81623. This meeting will also be available via Webex. Participants should register by completing and submitting RFTA's Vendor Registration Form, available at <http://www.rfta.com/rfps.html>. Participants will then receive the log and call-in information via email. While participation in the Pre-Proposal Conference is not mandatory, it is strongly encouraged.

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

From the date of issuance of this solicitation through the date of contract award by RFTA, all official communications to and from RFTA will be transmitted in writing (defined as being sent or received via electronic mail). Oral communications regarding

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.

this solicitation shall not be considered official communications. RFTA is not responsible for any oral statements made by its employees regarding this solicitation.

Please see Part I, Section 1.28 for instructions regarding the submittal of protests.

- 1.6 **Deadline for Submission of Proposals/Late Proposals.** Proposals submitted in response to this solicitation must be uploaded to <https://rfta.sharefile.com/r/r3a842eb29354c25a> no later than **1:00 PM (MT) on June 26, 2013**. Proposals received after the submission deadline will not be considered and will be returned unopened to the vendor. NO EXCEPTIONS.

- 1.7 **Format of Proposals.** One(1) electronic copy in PDF format must be submitted to RFTA via upload to <https://rfta.sharefile.com/r/r3a842eb29354c25a> by the submission deadline for the proposal to be eligible for evaluation and consideration for contract award.

The signed and dated Price Proposal MUST be attached as a PDF format file separate from all other proposal content.

All proposals must be prepared and submitted in accordance with the proposal document format and content requirements specified in Part 1, Section 1.29 below.

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

- 1.8 **Method of Delivery/Location for Submission of Proposals.** Proposals must be submitted exclusively by upload to the RFTA Procurement Department Sharefile site at <https://rfta.sharefile.com/r/r3a842eb29354c25a>. The upload containing the proposal should not be sent to anyone at RFTA. The title line of the upload containing the proposal must reference “**Your Company Name Proposal for RFTA Solicitation No 13-039**” to ensure that the proposal is properly identified and evaluated by RFTA. Failure to clearly denote your upload submission may result in late discovery of your proposal, which will result in your proposal being disqualified from evaluation.

Upon receipt of a proposal by upload, Sharefile will automatically reply with an email as confirmation of receipt of the proposal. It is the sole responsibility of the Proposer to ensure that its proposal is successfully delivered to RFTA by the specified date and time.

RFTA will not be responsible for late or lost deliveries of proposals submitted via e-mail, nor will it be held responsible for information technology (“IT”) issues which result in delaying submittals. RFTA shall not be responsible for proposals delayed by non-responsive IT systems; failure of e-mailed submittals to pass through spam or other security screens; or rejection of PDF proposal documents that exceed RFTA’s system’s size limitations for attachments, which are subject to change.

- 1.9 **Inquiries and/or Requests for Clarifications.** Inquiries and/or Requests for Clarification regarding this solicitation must be submitted to RFTA in writing via e-mail to

procurement@rfta.com by **5:00 p.m. (MT) on Wednesday, June 12, 2013**. Written inquiries/clarifications must be submitted to the attention of the RFTA Procurement Department, in accordance with Part I, Section 1.5 above. Written inquiries/clarifications must be in the form of questions. There is no prescribed format for the submission of written inquiries/clarifications. Written inquiries/clarifications received after the submission deadline will not be responded to by RFTA.

RFTA staff will review and evaluate all written inquiries and/or requests for clarification that are received by the submission deadline and will post RFTA's responses to www.rfta.com/rfps.html and RFTA Sharefile site at <https://rfta.sharefile.com/d/sb0a0d45e99d414a9> by not later than **5:00 p.m. (MT) on Tuesday, June 18, 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 1.10 below on or after June 18, 2013. It is the sole responsibility of the Proposer to make itself aware of RFTA's responses to written inquiries/clarifications and their impact on the RFP.

- 1.10 **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 addendum to the RFP. If an addendum significantly changes the RFP, the date set for the submission of proposals may be postponed by such number of days as, in the opinion of RFTA, shall enable potential Proposers to revise their proposals. In any case, the proposal submission deadline shall be at least five (5) business days after the last addendum, and the addendum shall include an announcement of the new date, if applicable, for the submission of proposals.

Upon issuance, addenda will be considered part of the RFP and will prevail over inconsistent or conflicting provisions contained in the original RFP. Copies of all addenda will be made available on the RFTA web site at <http://www.RFTA.com/rfps.html> and at RFTA ShareFile site at <https://rfta.sharefile.com/d/sb0a0d45e99d414a9>. All potential Proposers that have previously requested and received a copy of the RFP document will be notified via e-mail that an addendum is available. This process will be repeated each time an addendum is made available by RFTA.

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

Proposers shall acknowledge receipt of all addenda by completing and submitting Attachment #2 (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 Acknowledgement of Addenda may be excluded from consideration for a contract award.

- 1.11 **Proposal Price Validity.** Proposal pricing shall remain valid for a period of ninety (90) calendar days after the deadline for proposal submission identified in Part I, Section 1.6 above.
- 1.12 **Modification of Proposals.** Except at the written request of RFTA, no proposal may be modified after the deadline for proposal submission identified in Part I, Section 1.6 above.
- 1.13 **Conditional Proposals.** Conditional proposals and any proposal taking exception to these instructions, the Pro-Forma Contract, the Scope of Services or to other RFTA requirements will be considered non-responsive and shall be rejected.
- 1.14 **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 and opening of the proposals. No proposal may be withdrawn for a period of 90 days after the time set herein for the receipt of proposals.
- 1.15 **Single Response to Solicitation.** If only one proposal is received in response to this solicitation, a detailed cost analysis of the single proposal may be requested of the single Proposer. A cost analysis, evaluation, and/or audit of the proposal may also be performed by RFTA in order to determine if the proposal price is fair and reasonable. If RFTA determines that a cost analysis is required, the single Proposer must be prepared to provide, upon request, detailed summaries of estimated costs (i.e., labor, equipment, supplies, overhead costs, profit, etc.) and documentation supporting all cost elements.
- 1.16 **Confidential/Proprietary Information.** All proposals that are received by RFTA in response to this RFP will be considered public records subject to the Colorado Open Records Act (C.R.S. 24-72-201 to 24-72-309) and shall be fully open to public inspection following award of a contract. If a Proposer believes a portion of the information submitted in its proposal constitutes a trade secret or proprietary information as provided by Colorado state law, the Proposer may request that RFTA consider keeping confidential the trade secrets or proprietary information which the Proposer believes should be legally protected from disclosure. For such information to be so considered, the Proposer must mark in **boldface** as “**PROPRIETARY TRADE SECRET INFORMATION**” the top and bottom of each page of its proposal that contains such information. Notwithstanding the Proposer’s claim of or designation of information as a trade secret or proprietary information, the determination whether it is or not will be determined by RFTA under Colorado state law.
- 1.17 **Reserved Rights.** RFTA reserves the right to reject any and all proposals or any portion of a specific proposal for any reason. RFTA also reserves the right to award a single or multiple contracts as a result of this solicitation; however, issuance of this RFP and receipt of proposals does not commit RFTA to award a contract or contracts.

RFTA has the sole right to select the successful proposal(s) for contract award; to reject any proposal as unsatisfactory or non-responsive due to non-conformance with the requirements of this RFP; to cancel the solicitation and to advertise for new proposals;

to award a contract or contracts to other than the Proposer submitting the lowest price proposal; or not to award a contract as a result of this RFP.

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

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

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

- 1.18 **Equipment.** The Consultant shall at its own expense furnish all labor, supplies, equipment and machinery necessary to provide the services required by the Contract.
- 1.19 **Personnel.** The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under the contract. Such personnel shall not be employees of or have any contractual relationship with RFTA. All the services required hereunder will be performed by the Consultant or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or licensed, if applicable, under state and local law to perform such services. None of the work or services covered by this contract shall be sub-contracted without prior written approval by RFTA.
- 1.20 **Knowledge of Conditions.** Each Proposer shall thoroughly examine and be familiar with the contract documents, scope of services and all conditions and requirements that may in any manner affect the work to be performed under the contract. The submission of a proposal shall constitute an acknowledgement that the Proposer has thoroughly examined and is familiar with the contract documents, scope of services, conditions and requirements in every detail.
- 1.21 **Tax Exempt.** RFTA is exempt from payment of Federal and state taxes, and such taxes must not be included in the proposal price. RFTA will furnish the Consultant with the necessary tax-exempt certificates.
- 1.22 **Prime Contractor Responsibilities.** The Consultant will be required to assume responsibility for all services offered in its proposal regardless of who provides them. Further, RFTA will consider the Consultant to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
- 1.23 **No Geographic Preference.** This procurement will be conducted in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographic

preferences in evaluation of proposals or award of contracts, except where Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws.

- 1.24 **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, Proposer, or its subcontractors or suppliers, may not make gifts or favors to any RFTA employee or director. It is a violation of the RFTA Code of Ethics and Standards of Conduct for any RFTA employee to accept any such gift or favor.
- 1.25 **Contractual Relationships.** RFTA intends to execute the Pro-Forma Contract, attached as Part III to this RFP, for the provision of the required services with the Consultant. The Consultant's contractual responsibility must solely rest with one firm or legal entity, which shall not be a subsidiary or affiliate with limited resources.
- RFTA will not be a party to agreements between the Consultant and/or any subcontractors it may choose to employ during fulfillment of the contract; however, the Consultant shall execute fair and reasonable agreements with its subcontractors (if any) and shall provide RFTA with copies of said agreements not later than five (5) business days prior to their execution. Additional contract requirements related to subcontractors are specified in Article 17 of Part III (Pro-Forma Contract) to this RFP.
- 1.26 **Contractual Provisions.** The contract to be executed between RFTA and the Consultant as a result of this solicitation is attached as Part III (Pro-Forma Contract) to this RFP. RFTA has no obligation to consider and/or approve exceptions or changes to the Pro-Forma Contract. RFTA reserves the right to modify the Pro-Forma Contract and/or include additional contractual provisions in the contract at its sole discretion.
- 1.27 **Responsibility for Compliance with Legal Requirements.** Proposer's products, services, and facilities shall be in full compliance with any and all applicable federal, state, and local laws, regulations, ordinances, and standards and any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in this RFP.
- 1.28 **Protests.** Protests related to this RFP or resulting contract award must be submitted in writing to the RFTA Procurement Manager. RFTA's protest procedures, as included in the 2010 RFTA Procurement Manual, are as follows:

3.13.1 AUTHORITY TO RESOLVE PROTESTED SOLICITATIONS AND AWARDS

- (1) Right to Protest. Any actual or prospective proposer or contractor who is aggrieved in connection with the solicitation or award of a contract shall first

try to resolve the grievance/protest with the RFTA Procurement Manager. If the grievance is not satisfied, the prospective proposer or contractor shall then protest to the RFTA CEO. The protest shall be submitted in writing within 5 days after such aggrieved person knows or should have known of the facts giving rise thereto.

- (2) Authority to Resolve Protests. The RFTA CEO shall have the authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved proposer or contractor, actual or prospective, concerning the solicitation or award of a contract.
- (3) Decision. If the protest is not resolved by mutual agreement, the RFTA CEO shall promptly issue a decision in writing. The decision shall:
 - a. state the reason for the action taken; and
 - b. inform the protestant of its right to administrative review as provided in this Article.
- (4) Notice of Decision. A copy of the decision under Subsection 3.13.1 (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
- (5) Finality of Decision. A decision under Subsection 3.13.1 (1) of this Section shall be final and conclusive, unless the protestant appeals administratively to the RFTA Board acting as the Procurement Appeals Board.

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

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

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

1.29 **CONTENTS OF A COMPLETE PROPOSAL**

1. Proposal Content Checklist. A complete, responsive proposal submitted in response to RFTA Solicitation No. 13-039 must contain the elements shown on the checklist included for reference in Part IV of this solicitation.

2. Cover Letter. The cover letter shall briefly describe the Proposer's interest in the scope of services and the contract. State the full and correct name, address, phone number and legal status (i.e. sole proprietor, partnership, corporation, joint venture, etc.) of the Proposer.
 - a. The full legal name and address of the entity that will contract with RFTA for the Services, and if applicable, the branches or offices or the subordinate elements that will perform or assist in performing the work;
 - b. If the Proposer is a joint venture or team, provide the full legal names and addresses of all entities that comprise the joint venture or team. If the Proposer is a team then this document should list the information for the firm that will service as the prime consultant to RFTA and that will execute the contract with RFTA
 - c. If the Proposer is a corporation, the cover letter shall identify the state of incorporation and the state corporation identification number. The cover letter must include the name, title, email address and contact phone number of the person authorized to submit the proposal.
 - d. If the designated Contact Person for the proposal is not the same as the person authorized to sign the proposal, the Contact Person's name, title, contact phone number and email address must be provided.
 - e. There is no prescribed format for this document. The format of the document shall be at the discretion of the Proposer; however, the document shall be limited to two (2) typed pages.
3. Proposer Questionnaire. This document summarizes key information about the Proposer for RFTA's assistance and reference during evaluation of proposals. This document must be fully completed, signed and submitted with the proposal. Blank form is attached as Attachment #1 in Part IV of this RFP.
4. Acknowledgement of Addenda to RFP. This document is required by Part I, Section 1.10 of this RFP. This document must be fully completed, signed and submitted with the proposal. If no addenda to the RFP were issued by RFTA, Proposer must still complete the form and include it in its proposal. Blank form is attached as Attachment #2 in Part IV of this RFP.
5. Statement of Proposer's Qualifications and Experience. This document shall include a narrative description of the Proposer that includes the following elements. RFTA is looking for knowledge and/or working experience related to the following:
 - GIS Mapping
 - Land Use Modeling

- TOD Planning
 - FTA Policy on TOD/TJD
 - Land use planning and policy
 - Transit, bicycle and pedestrian planning
 - Market Analysis
 - Parking standards, guidelines and strategies
 - Workforce housing standards guidelines and strategies
 - Pedestrian-oriented design, including scale of building, proximity of buildings to street, pedestrian connections, and promoting safe and pleasant walking environments
 - Public and private financing practices
- a. Brief description of the Proposer (brief history, number of employees, lines of business, areas of specialization, office locations, organization, etc.)
 - b. Identification of key personnel who will work on the RFTA engagement.
 - c. Identification of the Project Manager and all persons who will work on and/or provide input into the Deliverables for the contract. For these personnel, also describe their qualifications, resumes, experience and current work assignments and estimate their relative availability to work on the engagement.
 - d. Project approach to performing each of the tasks described in the Scope of Services, attached as Part II to this RFP.
 - e. Specific examples of the Proposer's experience performing similar Services from list above for public sector and public transportation clients.
 - f. Brief descriptions of at least (5) similar engagements started and/or completed during the last five (5) years that are similar in scope and nature to the Scope of Services attached as Part II to this RFP. For each engagement listed provide the following:
 1. Name and title of contact person
 2. Company Name and Address
 3. Contact person's direct phone number and email address
 4. Dates of project
 5. Description and status of the engagement
 6. Contract amount of the engagement
 - g. Brief descriptions of subcontractor firms to be utilized during the performance of the contract (if applicable) and their specific roles in the services to be provided.

There is no prescribed format for this document. The format of the document shall be at the discretion of Proposer; however, the document shall be **limited to 15 typed pages**.

6. Proposer's Approach to Provision of Services. This document shall be a narrative description of the Proposer's approach to and understanding of the requirements described in the Scope of Services (Part II of this RFP). This document must include the following elements:
 - a. State in precise terms your understanding of the Scope of Services for the engagement.
 - b. Include a detailed, narrative description of the proposed effort to complete the Scope of Services. Please include, as applicable, process, tasks, timeline/project schedule, milestones, interim reports, and progress reports for completing the project.
 - c. Considering your firm's current and projected workload, indicate your capacity to perform the work, if awarded the contract.

There is no prescribed format for this document. The format of the document shall be at the discretion of Proposer; however, the document shall be **limited to fifteen (15) typed pages**.

7. Price Proposal. The price proposal must be submitted on the form entitled "13-039 Price Proposal" included in Part IV of this RFP. The costs for each task (Scope of Services -Part II of this RFP) in the categories below:
 - a. Burdened Labor Costs should include the following elements, summarized per task.
 - Labor categories: Project Manager, Senior Planner, Engineer, Administrative Assistant, Clerical, Subcontractors, etc.
 - Estimated hours
 - Rate per hour
 - b. Allowable Direct Expenses: Travel, Mileage, Postage, Copying, etc.
 - c. Subcontractor Expenses
 - d. Maximum Allowable Cost is the total of elements A through D above.

The Price Proposal must be attached as a separate PDF document and uploaded to Sharefile

NO PRICING INFORMATION SHOULD BE INCLUDED IN THE PDF DOCUMENT CONTAINING THE REMAINDER OF THE PROPOSAL.

8. Conflict of Interest Statement. This document, attached as Attachment #3 to Part IV of this RFP, 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.
9. Corporate Certification of Illegal Aliens. This document, included as Attachment #4 in Part IV of this RFP, is required by C.R.S. § 8-17.5-101, et. seq. (Colorado State House of Representatives Bill No. 06-1343). This document must be fully completed, signed and submitted with the proposal.
10. Financial & Exception Statement. This document must be fully completed, signed and submitted with the proposal. Blank form is attached as Attachment #5 in Part IV of this RFP.
11. Debarment & Suspension. This document, Attachment #6 in Part IV to Part IV of this RFP, is required for compliance with the FTA's requirements related to the federal debarment status of firms proposing on federally funded contracts. Firms that appear on the Federal Excluded Parties List System (www.epls.gov) are not eligible for contract awards that utilize federal grant funds. As a condition of proposal responsiveness, this document must be fully completed, signed and submitted with the proposal package.
12. DBE. These documents, Attachments #7, #8 and #9 in Part IV of this RFP, are required for compliance with the FTA's requirements related to the participation by Disadvantaged Business Enterprises (DBE) in federally funded contracts and shall serve as proof of the Proposer's "good faith efforts" to, where practicable; include certified DBE firms on their teams. As a condition of proposal responsiveness, these documents must be fully completed, signed and submitted with the proposal package.
13. Certification Regarding Lobbying. This document, Attachment #10 in Part IV of this RFP, is required by the FTA to document a Proposer's compliance with 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). As a condition of responsiveness, this document must be fully completed, signed and submitted with the bid package.
14. Affidavit of Non-Collusion. As a condition of proposal responsiveness, this document, Attachment #11 in Part IV, must be fully completed, signed and submitted with the technical proposal package.

1.30 **Proposal Evaluation and CONTRACTOR Selection.**

1. Standards for Award. RFTA Solicitation No. 13-039 is a Request for Proposals (RFP). RFTA intends to award a contract to the Proposer whose proposal

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

- a. The proposal submitted is responsive to the solicitation.
 - A proposal shall be considered responsive if it conforms in all material aspects to the requirements of the solicitation at the scheduled time of submission and does not require further discussions with the Proposer.
 - It shall be at the sole discretion of RFTA to determine if a proposal “conforms in all material aspects to the requirements of the solicitation.”
 - b. The Proposer who submitted the proposal is a responsible Proposer.
 - A Proposer shall be considered responsible if the Proposer possesses, at the time of contract award, the ability to perform successfully and a willingness to comply with the terms and conditions of the proposed contract (attached as Part III – Pro-Forma Contract to this RFP).
 - c. The Proposer is judged, at the sole discretion of RFTA, to be the qualified firm that offers the best value to RFTA for the Services to be provided.
2. Evaluation and Award Process. All proposals shall be evaluated by a Proposal Review Committee to be comprised of professional staff employed by RFTA or its consultants. Following the receipt of proposals, proposals will be evaluated and a contract will be awarded in accordance with the following process:
- a. Proposals will first be evaluated by RFTA staff for responsiveness in accordance with the standard set forth in Part I, Section 1.30.1.a above. Only those proposals that are determined to be responsive shall be evaluated for Proposer responsibility.
 - b. Proposers who submitted responsive proposals will be evaluated by the Proposal Review Committee for responsibility in accordance with the standard set forth in Part I, Section 1.30.1.b above.
 - c. Proposals that are determined to be responsive and that were submitted by responsible, Proposers shall be further evaluated by the Proposal Review Committee to determine the proposal that is most advantageous to RFTA. To determine the most advantageous proposal to RFTA, the Proposal Review Committee will evaluate the proposals taking into consideration the following criteria:

- i. Proposer Qualifications and Experience. Proposal Review Committee shall specifically consider information submitted in accordance with Part I, Section 1.29.5 when evaluating Proposer Qualifications and Experience.
- ii. Proposer's Approach to Provision of Services. Proposal Review Committee shall specifically consider information submitted in accordance with Part I, Section 1.29.6 when evaluating Proposer's Approach to Provision of Services.
- iii. Price Proposal. Proposal Review Committee shall specifically consider information submitted in accordance with Part I, Section 1.29.7 when evaluating the Price Proposal.

When evaluating proposals, the three evaluation criteria listed are listed above in order of importance.

- d. A Recommendation for Contract Award to the Proposer who submitted the most advantageous proposal to RFTA, as solely determined by the Proposal Review Committee, and that meets the standards for contract award specified above will be forwarded to the RFTA Chief Executive Officer (CEO).
- 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.
- h. 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 SERVICES

- 2.1 **Background:** This transit planning project by RFTA is a study to identify opportunities to facilitate transit-oriented development (TOD) along the SH 82 Bus Rapid Transit (BRT) corridor. This project is being funded in part by a grant from the Colorado Department of Transportation (CDOT), using Section 5304 funding, with local match funds coming from RFTA. The projected budget is approximately Sixty Thousand Dollars (\$60,000).

In 2006, the RFTA Board of Directors adopted the following Vision Statement: “By 2017, our region will significantly reduce dependence on oil through a resource-efficient, climate-friendly, multimodal transportation system with a regional express line unimpeded by traffic and weather, competitive with the private vehicle in terms of convenience, travel time, and quality.”

This vision statement has guided the development of VelociRFTA Bus Rapid Transit (BRT), the nation’s first rural BRT system, which RFTA plans to begin operating in the SH 82 corridor by September 2013. The BRT system will consist of 10-15 minute headways depending on time of day and the season; buses that travel faster and more reliably than the private automobiles at peak travel times; attractive transit stations with amenities; and a host of technological improvements such as Wi-Fi on the buses and real-time arrival information to make riding the bus pleasant, highly functional, and efficient.

Now that RFTA has designed a superior transit system in the Roaring Fork Valley, it is timely for RFTA to consider next steps in developing a transit-intensive corridor integrated with compatible land-use development. In 2011, RFTA adopted a new Vision Statement that focuses more on integrating, transit, land use and community design to create great communities: *RFTA pursues excellence and innovation in providing preferred transportation choices that connect and support vibrant communities*

- 2.2 **Purpose.** The purpose of this project, consistent with this vision statement, is to facilitate the development of TOD in communities within RFTA’s service region along SH 82 from Aspen to Glenwood Springs, particularly near the BRT stations. Successful TOD relies on creating walkable, mixed-use districts and neighborhoods in proximity to transit stations. To maximize location-efficiency (proximity to existing residents and businesses), TOD often occurs within existing communities on infill or redevelopment sites.

This goal – creating walkable, mixed-use projects within existing communities - will not be easy to accomplish. Antiquated development codes, multiple property owners, complex financing, physical and spatial constraints, and neighborhood opposition are just some of the challenges that make successful TOD difficult to realize. On top of that, TOD relies on successful coordination between transportation agencies and local governments to ensure the project aligns well with local community development visions and objectives.

This project is intended to help RFTA and local government partners build broad support for TOD throughout the region and collaboratively address barriers at the local and site level.

- 2.3 **Project Objectives:** At the conclusion of the project, community planning, staff and decision-makers should have a better understanding of the following:
- 2.3.1 **Strengths, Weaknesses, Opportunities, Threats (SWOT) Analysis:** A better understanding of the general strengths, weaknesses, opportunities and threats analysis for TOD at each BRT station.
 - 2.3.2 **Locations:** The most promising locations for TOD will be identified.
 - 2.3.3 **TOD Assessment:** The region will agree upon one BRT station area for more detailed TOD assessment. The detailed TOD assessment will examine proposed site designs and land uses based on community needs and aspirations, on relationships for improving the transit experience, and on market feasibility. Other considerations may include standards and guidelines for parking, workforce housing, and pedestrian connectivity. Finally, the assessment will outline next steps to create TOD on the ground.
 - 2.3.4 **Concept Plan(s):** The concept plan(s) will be used as a guide for the private development community, should private developers wish to pursue development at the location.
 - 2.3.5 **Graphic Information System (GIS)/Land Use Model:** The region will have GIS and land use model information on and around the station location that can be used by the local governments for future land use planning. (Please note that it is preferred, but not required, to input land use information into a land use model such as CommunityViz or Envision Tomorrow² for future use by the local governments.)
 - 2.3.6 **TOD Concept:** This project is intended to demonstrate that high quality transit and TOD are legitimate concepts for small and mid-size towns and rural areas. That is, concepts such as density, mixed-use, TOD, transit joint development (TJD), livable communities, and sustainable communities, are not exclusive to urbanized areas, but can be adapted to a variety of places to meet legitimate community goals and aspirations for smart community design.
- 2.4 **Project Tasks:** Consistent with the project goals and objectives the following tasks are envisioned. Proposers are welcome to establish a different scope of work, provided it is consistent with the goals and objectives. “13-039 Exhibit A – Regional References” is included in this solicitation to assist the Proposer with these tasks.

² Mention of these land use models is merely to provide the Proposer with an idea of what RFTA envisions.

2.4.1 Current Conditions Analysis (Task 1): The consultant will analyze current conditions in the SH 82 corridor around the potential TOD sites including the following items:

2.4.1.1 Review existing plans, reports and other relevant materials included in Exhibit A.

2.4.1.2 Interview relevant stakeholders and regional partners

2.4.1.3 Assess existing conditions and the proposed TOD locations. These sites include:

- 27th Street Station, Glenwood Springs, CO
- Carbondale Park-and-Ride, Carbondale, CO
- El Jebel Park-and-Ride, El Jebel, CO
- Basalt Avenue Station, Basalt, CO
- Brush Creek Rd. Park-and-Ride, Pitkin County, CO
- Snowmass Village Mall, Snowmass Village, CO
- Buttermilk Station, Pitkin County, CO
- Aspen Airport Business Center Station, Pitkin County, CO
- Rubey Park Station, Aspen, CO

2.4.1.4 Detail land ownership at BRT stations including the ¼ and ½ mile pedestrian-sheds, and other potential TOD sites

2.4.1.5 Current zoning, planned zoning changes and zoning needs

2.4.1.6 Site access, circulation, connectivity to existing trails and sidewalks and parking conditions

2.4.2 Regional TOD Feasibility Analysis (Task 2)

2.4.2.1 Identify and map TOD opportunity areas

2.4.2.2 Create Site-Level SWOT analysis of each station area

2.4.2.3 Create ranking of most probable and desirable locations for TOD

2.4.2.4 Select preferred site for more detailed TOD analysis and design

2.4.3 Detailed TOD Analysis (Task 3)

2.4.3.1 Detail community needs, goals and aspirations for TOD at selected location

2.4.3.2 Assess opportunities to increase transit ridership, improve the transit experience, and create synergy between transportation and place

- 2.4.3.3 Create concept plan(s) that integrate community needs, transit needs and market needs, and assess opportunities and weaknesses for each.
- 2.4.3.4 Incorporating land use data into a land use model, such as Community Viz or Envision Tomorrow, that can be adopted and used by the local governments for future land use planning

2.5 **Project Oversight by RFTA:**

- 2.5.1 The contracted consulting team will carry out this study following Federal Transit Administration (FTA) and CDOT rules and regulations, with additional assistance from RFTA staff.
- 2.5.2 RFTA Planning Department will manage the project.
- 2.5.3 All deliverables will be shared freely with other communities and transit agencies in Colorado through the Colorado Association of Transit Agencies (CASTA) or other avenue.

2.6 **Deliverables:**

- 2.6.1 Current conditions analysis
- 2.6.2 Regional TOD feasibility/SWOT analysis
- 2.6.3 Detailed TOD analysis at Preferred Location

2.7 **Minimum Qualifications:**

- 2.7.1 The Contractor must have at least five years of directly relevant experience and/or five directly relevant projects.
- 2.7.2 The Contractor must have and maintain RFTA's Minimum Insurance Requirements: Please see ARTICLE 16 in the attached Pro-Forma Service Contract on pages 28-30.
- 2.7.3 The Contractor must be in "Good Standing" with the Secretary of State for the State of Colorado and must not be listed on the Federal Excluded Parties List.

PART III – PRO-FORMA CONTRACT

PROFESSIONAL SERVICES CONTRACT RFTA CONTRACT NO. 13-039

This Contract is made and entered into this _____ day of _____, 2013 (“Effective Date”) between the ROARING FORK TRANSPORTATION AUTHORITY (“RFTA”), a regional transportation authority created pursuant to title 43, article 4, part 6, Colorado Revised Statutes, as amended and a political subdivision of the State of Colorado and _____, a **[Indicate corporation, partnership or sole proprietorship]** (the “CONTRACTOR”) organized pursuant to the laws of the State of Colorado

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

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

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

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

ARTICLE 1 – SCOPE OF SERVICES

The required Services are as enumerated and described in Exhibit A – Scope of Services, which document is attached hereto and incorporated as if fully set out herein. It is understood and agreed by and between the parties hereto that CONTRACTOR does intend to use its best judgment in making the recommendations necessary to carry out the purposes of this Contract.

ARTICLE 2 – COMPENSATION AND PAYMENT

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

ARTICLE 3 – TERM OF CONTRACT

CONTRACTOR shall commence the Services on the Effective Date set forth above. RFTA shall have the option to renew

The initial term of the contract shall begin on the date of execution and will expire on twelve months thereafter with one (1) twelve (12) month options to renew the engagement of their services subject to annual appropriations. All extensions of the Term of Contract will be in writing and signed by both parties to the Contract in the form of a Contract Amendment as set forth in Article 13 below.

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

ARTICLE 4 – NEGOTIATED RATE

The contract is a Fixed-Price, Labor Hour contract based upon the negotiated hourly labor rates as specified in Exhibit B – Compensation and Method of Payment.

1. The Contract will be based upon the CONTRACTOR’S submitted fee schedule and the negotiated Milestone Payment Schedule.
2. 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 12 below.
3. The negotiated hourly labor rates may only be modified by written agreement of both parties to the Contract in the form of a Contract Amendment as specified in Article 12 below.

ARTICLE 5 – PROJECT AUTHORIZATION AND PERFORMANCE

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

ARTICLE 6 – CONTRACT AND CONTRACT DOCUMENTS

The Contract consists of the following documents:

- (1) Contract for the Professional Services between RFTA and CONTRACTOR;
- (2) Exhibit A – Scope of Services;
- (3) Exhibit B – Compensation and Method of Payment for Services;
- (4) Exhibit C – Request for Proposal;
- (5) Exhibit D – CONTRACTOR’S Proposal

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 consulting 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 7 – ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

In the event of inconsistency between provisions of the Contract Documents, the inconsistency will be resolved by giving precedence in the following order:

- (1) Contract Amendments;
- (2) Professional Services Contract between The Roaring Fork Transportation Authority and _____ including Exhibit B – Compensation and Method of Payment for Goods and Services;
- (3) Exhibit A – Scope of Services;
- (4) Exhibit C – RFTA Request for Proposal Solicitation No.13-039
- (5) Attachment D – Contractor’s Proposal in Response to RFP.

ARTICLE 8 – RFTA PROJECT MANAGER

The RFTA Project Manager for this Contract is David Johnson, Director of Planning unless otherwise designated in writing by the RFTA Chief Operating Officer (COO) or Chief Executive Officer (CEO).

ARTICLE 9– INDEPENDENT CONTRACTOR

CONTRACTOR shall perform the Services required under this Contract as an independent CONTRACTOR, not as an agent or employee of RFTA. CONTRACTOR has no authority to

make any statement, representation, or commitment of any kind or to take any action binding upon RFTA, without RFTA's written authorization. RFTA is only interested in the results achieved by the Services performed by the CONTRACTOR; the manner of legally achieving those results is the responsibility of the CONTRACTOR.

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

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

The CONTRACTOR agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. The CONTRACTOR further agrees that in the performance of the Contract, no person having any such interests shall be employed.

ARTICLE 10 – INVOICING AND PAYMENT

- (1) RFTA will pay CONTRACTOR, as full and complete compensation for completion of the Services and assuming all duties, responsibilities, and obligations under the Contract, costs pursuant to Exhibit B – Compensation and Method of Payment.
- (2) In accordance with the requirements of Exhibit B – Compensation and Method of Payment for Consulting Services of this Contract, CONTRACTOR shall submit to RFTA's Project Manager complete, properly supported and audit-worthy invoices for the Services. CONTRACTOR shall submit one (1) invoice to RFTA for each milestone payment.
 - (a) CONTRACTOR shall submit a Progress Report documenting completion of the each payment Milestone with each invoice.
- (3) RFTA will make payment to CONTRACTOR, conditioned upon compliance by CONTRACTOR with all other provisions of the Contract and CONTRACTOR furnishing RFTA with the following:
 - (a) CONTRACTOR's properly supported and audit-worthy invoices for the Services.
 - (b) Proof satisfactory to RFTA that there are no unsatisfied claims and that no other indebtedness exists in connection with the Services.
 - (c) All documents, records, correspondence, and deliverables which CONTRACTOR and other persons performing the Services are required to provide to RFTA under the Contract.

The invoices shall be in a form satisfactory to RFTA and shall reference this RFTA Contract No. 13-039/Milestone Payment # . The invoices shall be submitted to RFTA's Project Manager at the following address:

Original Invoice to: Roaring Fork Transportation Authority

1340 Main Street
Carbondale, CO 81623
ATTN: David Johnson, Director of Planning

E-mail Copy to: procurement@rfta.com

- (4) Payment terms are net 30 calendar days following receipt of a correct and audit worthy invoice by RFTA.
- (5) The invoices submitted to RFTA for payment shall include the applicable RFTA contract number; total invoice amount description of the Services performed or to be performed during the invoice billing period (including Deliverables); and any other information that RFTA may reasonably require.
- (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 quality of the Services performed or to be performed is or will be in accordance with this Contract.
- (7) No approval of any invoice, nor any payment, final or otherwise, nor any use or approval of deliverables by RFTA shall itself constitute Acceptance of the Services.
- (8) RFTA may withhold all or part of any amounts due CONTRACTOR to protect RFTA from a loss, including but not limited to, losses caused by the following:
 - (a) Failure of CONTRACTOR to make proper payments to its subcontractors for Services.
 - (b) Failure of CONTRACTOR to carry out and/or remedy the Services in accordance with the Contract.
 - (c) CONTRACTOR's breach of warranties.
- (9) By acceptance of final payment under the Contract, CONTRACTOR waives any and all further claims against RFTA arising out of or in connection with performance of the Services performed under the Contract.
- (10) 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.
- (11) 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 data collected under the terms of this Contract and any amendments thereto. All reports, drawings, studies, specifications, estimates, maps, and computations prepared by or for the CONTRACTOR pursuant to this Contract, shall be available to authorized representatives of RFTA for inspection and review at all reasonable times. Acceptance shall not relieve the CONTRACTOR of its professional obligation to correct, at its expense, any of its negligent errors in the work.

ARTICLE 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 and/or Term of Contract. Upon agreement between CONTRACTOR and RFTA on the effects of the change, RFTA will issue a Contract Amendment specifying any change to the Contract Budget or the Term of Contract.
- (3) The Contract Budget and/or Term of Contract shall be subject to adjustment only by Contract Amendment(s).

ARTICLE 14 – SUBSTANTIAL CHANGES

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

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

ARTICLE 15 – INDEMNIFICATION

- (1) Professional Liability. The CONTRACTOR shall exercise in its performance of the Services the standard of care normally exercised by nationally recognized organizations engaged in performing comparable services. The CONTRACTOR shall be liable to RFTA for any loss, damages or costs incurred by RFTA for the repair, replacement or

correction of any part of the project which is deficient or defective as a result of any failure of the CONTRACTOR to comply with this standard.

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

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

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

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

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) Procurement – CONTRACTOR and its subcontractors shall procure and maintain, until

all of their obligations have been discharged, including until any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the Services performed hereunder by the CONTRACTOR, its agents, representatives, employees, or subcontractors.

- (2) Minimum Requirements – The insurance requirements herein are minimum requirements for this Contract. RFTA in no way warrants that the minimum limits contained herein are sufficient to protect the CONTRACTOR from liabilities that might arise out of the performance of the Services under this Contract by the CONTRACTOR, its agents, representatives, employees, or subcontractors and CONTRACTOR is free to purchase such additional insurance as may be determined necessary.

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

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

Limits of Liability

General Aggregate:	\$500,000
Each Occurrence:	\$500,000

- b. Workers Compensation and Employer's Liability Insurance
Limits of Liability

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

- c. Business Automobile Liability

Limits of Liability

Combined Single Limit (Bodily Injury & Property Damage): \$500,000

- d. Professional Liability

Limits of Liability

Combined Single Limit (Bodily Injury & Property Damage): \$1,000,000

- (3) Primary Insurance – The CONTRACTOR’s insurance coverage shall be primary insurance with respect to RFTA, its Board of Directors, officials, agents, and employees. Any insurance or self-insurance maintained by RFTA, its officers, officials, agents, or employees shall be in excess to the coverage of the CONTRACTOR’s insurance and shall not contribute to it.
- (4) RFTA as Additional Insured – RFTA shall be named as an additional insured party under the CONTRACTOR’s Business Automobile Liability and Commercial General Liability policies, providing that such insurance is primary with respect to claims made by RFTA, and these policies shall be occurrence-based policies, and shall specifically provide that all coverage limits are exclusive of costs of defense, including attorney fees. The CONTRACTOR shall provide certificates of insurance to RFTA indicating compliance with this paragraph.
- (5) Waiver of Subrogation – CONTRACTOR shall obtain from its insurers a waiver of subrogation in favor of RFTA, and all affiliated companies as stipulated by RFTA for the CONTRACTOR’s Workers Compensation and General Liability policies.
- (6) CONTRACTOR and Subcontractors – CONTRACTOR shall require all of its subcontractors to provide the aforementioned coverage at levels that the CONTRACTOR and its subcontractors may consider necessary and any deficiency in the coverage or policy limits of the subcontractors will be the sole responsibility of CONTRACTOR.
- (7) Contractual Liability – The insurance provisions in this Contract in no way affect the liability of CONTRACTOR or the indemnity covenants stated elsewhere in this Contract.
- (8) Deductibles and Self-Insured Retention – All deductibles and/or self-insured retention amounts must be declared to and approved by RFTA. At the option of RFTA, the insurer shall either reduce or eliminate such deductibles or self-insured retentions with respect to RFTA, its Board of Directors, officials, agents, or employees.
- (9) Acceptability of Insurers – Insurance is to be placed with insurers duly licensed in the State of Colorado and with an “A.M. Best” rating of not less than “A:VII” at the time of placement of the insurance policies. RFTA in no way warrants that the above required minimum insurer rating is sufficient to protect the CONTRACTOR from potential insurer insolvency.
- (10) Certificates of Insurance – Before commencing performance on the Contract, CONTRACTOR and its subcontractors must furnish certificate(s) of insurance (using ACORD form or equivalent) to RFTA evidencing:
 - (a) Insurance coverage acceptable to RFTA.
 - (b) Signature by person authorized by insurer to bind coverage on its behalf.
 - (c) Effective expiration dates of policies.
 - (d) RFTA must be given 30 days written notice of all cancellation, non-renewable, or material changes in policy.

- (e) RFTA is added as Additional Insured party on the Commercial General Liability and Business Automobile Liability insurance policies.
- (f) A waiver of subrogation endorsement has been attached to the Worker's Compensation and General Liability insurance policies.
- (g) Any deductible and/or self-insured retention.
- (h) Any policy endorsements that restrict or limit coverage.
- (i) Any exclusion(s) to the policy which are not part of the standard form.
- (j) Certificate of Insurance title block format is as follows:

Roaring Fork Transportation Authority
0051 Service Center Drive
Aspen, Colorado 81611.

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

ARTICLE 17 – SUBLETTING, ASSIGNMENT, OR TRANSFER

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

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

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

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

ARTICLE 18 – TERMINATION

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

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

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

- (2) Termination for Convenience: RFTA may terminate this Contract for its convenience at any time by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination. If the Contract is terminated by RFTA for convenience, the CONTRACTOR will be paid compensation for those Services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by the CONTRACTOR which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

ARTICLE 19 – APPLICABLE LAWS AND VENUE AND CONTRACT DISPUTES

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

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

In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to submit written evidence in support of its position. The appeals proceeding shall be **de novo**.

A decision on the appeal shall be made by the RFTA Board acting as the RFTA Procurement Appeals Board and shall become binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision. Unless otherwise directed by RFTA, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.

In addition to the requirements of Article 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.

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

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

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

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

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

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

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

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

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

ARTICLE 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

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

ARTICLE 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:

[Insert Name of CONTRACTOR]

[Insert Mailing Address of CONTRACTOR]

[Insert City, State and ZIP Code of CONTRACTOR]

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

Notice to RFTA:

Roaring Fork Transportation Authority

2307 Wulfsohn Road

Glenwood Springs, CO 81601

ATTN: Todd Horsley, COO

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 19, paragraph (1) above.

ARTICLE 25 – OWNERSHIP OF DOCUMENTS

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

ARTICLE 26 – PATENT AND RIGHTS IN DATA

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

ARTICLE 27 – COPYRIGHTING

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

ARTICLE 28 – PUBLICATION AND PUBLICITY

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

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

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

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

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

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

ARTICLE 29 – SOFTWARE LICENSES AND ESCROW

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

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

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

ARTICLE 30 – 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 31 – 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 32 – 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 33 – 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 34 – 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 35 – 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 36 – 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 37 – 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 38– 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 39 – 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 40 – FINAL COMPLETION

The Contract will not be completed until final system acceptance testing has been successfully completed and RFTA issues a written statement that the VENDOR has completed all requirements of the Contract. When RFTA deems the Goods and Services acceptable under the Contract and the Contract fully performed, RFTA will promptly issue a final Certificate for Payment stating that to the best of its knowledge, information and belief, and on the basis of RFTA's observations and inspections, the Contract has been completed

in accordance with the terms and conditions of the Contract document and that the entire balance found to be due the VENDOR, and noted in said final Certificate, is due and payable.

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

ARTICLE 41 – CONFIDENTIAL INFORMATION

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.

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.

This Confidentiality section shall survive the termination or expiration of the Contract.

ARTICLE 42 – NO GOVERNMENT OBLIGATION TO THIRD ARTIES

- (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 43 – PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- (1) The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.
- (2) The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- (3) The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ARTICLE 44 – ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

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

such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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

ARTICLE 45 – FEDERAL CHANGES

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser (RFTA) and FTA, as they may be amended or promulgated from time to time during the term of this Contract. CONTRACTOR's failure to so comply shall constitute a material breach of this Contract.

ARTICLE 46 – CIVIL RIGHTS

The following requirements apply to the underlying Contract:

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

- (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
 - (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
- (3) The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

ARTICLE 47 – DISADVANTAGED BUSINESS ENTERPRISES (DBE)

- (1) This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. RFTA's overall goal for DBE participation in federally funded contracts during FY 2013 (October 1, 2011 – September 30, 2013) is 1%. A separate contract goal has not been established for this Contract.
- (2) The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as RFTA deems appropriate. Each subcontract the CONTRACTOR signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- (3) The CONTRACTOR will be required to report its DBE participation obtained through race-neutral means throughout the Term of Contract.
- (4) The CONTRACTOR is required to pay its subcontractor(s) performing work related to this contract for satisfactory performance of that work no later than 15 calendar days after the CONTRACTOR's receipt of payment for that work from RFTA. In addition, the CONTRACTOR may not hold retainage from its subcontractors.
- (5) The CONTRACTOR must promptly notify RFTA, whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work,

and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The CONTRACTOR may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of RFTA.

ARTICLE 48 – INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

ARTICLE 49 – ENERGY CONSERVATION

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

ARTICLE 50 - DEBARMENT AND SUSPENSION

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

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

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

ARTICLE 51– AUTHORIZATION TO BIND

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 52 – 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 53 - TRANSFER OF TITLE AND RISK OF LOSS; DELIVERY

All products will be shipped FOB Destination. Risk of loss and title to all equipment shall pass to RFTA, free of encumbrances, at the time of delivery to the RFTA designated destination.

ARTICLE 54 - 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 55 – 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.

	ROARING FORK TRANSPORTATION AUTHORITY
By: _____	By: _____
Printed Name: _____	Dan Blankenship
Title: _____	Chief Executive Officer
Address: _____	Address: _____
_____	2307 Wulfsohn Road
_____	Glenwood Springs, Colorado 81601
	APPROVED AS TO FORM AND LEGALITY
	By: _____
	RFTA General Counsel

**EXHIBIT A
SCOPE OF SERVICES**

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

EXHIBIT B
COMPENSATION AND METHOD OF PAYMENT FOR CONSULTING SERVICES

1. Contract Type

This Contract is a Professional Services contract based on Fixed-Price, Labor Hours based upon negotiated hourly labor rates. It is understood by the parties that the maximum compensation under this Contract is _____. This amount is delineated in the unnumbered document identified as “_____”

2. Total Compensation

The maximum allowable cost to be paid to CONTRACTOR for the Services to be provided under this Contract is _____. The total compensation payable to CONTRACTOR shall not exceed this amount without prior written authorization by the Contract in the form of a Contract Amendment, as set forth in Article 13 of this Agreement.

3. General Terms and Conditions

- A. For full and complete compensation for all Services furnished under the terms of this Contract, the CONTRACTOR shall be paid according to the milestone payment schedule specified in Exhibit B, Section 2 above.
- B. The agreed upon rates/fees for the Contract shall not be exceeded unless RFTA determines that there is a requirement for a substantial change in the scope, character, or complexity of the work from that originally negotiated for the Contract and issues a Contract Amendment.
- C. RFTA shall pay the CONTRACTOR for Services performed in accordance with Article 10 of the Contract.
- D. 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 and services described in the Contract.
- E. 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 percentage of work completed at the point of termination.

4. Partial Payment.

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

5. Final Payment.

Upon completion, delivery and acceptance of all work contemplated under the Contract, the CONTRACTOR shall submit one (1) final invoice statement for the balance of the fixed price amount specified in Exhibit B, Section 1 above. At such time, payment of 100% of the fixed price amount less the total of all previous payments, shall be paid by RFTA to the CONTRACTOR.

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

6. Milestone Payment Schedule.

See attached unnumbered page identified as "Attachment B Milestones and Payment Schedule."

EXHIBIT C
REQUEST FOR PROPOSALS FOR TRANSIT ORIENTED DEVELOPMENT PLAN

[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.]



SOLICITATION NO. 13-039
REGIONAL TRANSIT ORIENTED DEVELOPMENT ASSESSMENT

PART IV – PROPOSAL CONTENT CHECKLIST

Your submitted Proposal must contain the following items, in this order:³

- ☐ Proposal Content Checklist (signed and dated)
- ☐ Cover Letter (signed and dated)
- ☐ **Proposer Questionnaire – Attachment #1** (signed and dated)
- ☐ **Acknowledgement of Addenda Form – Attachment #2** (signed and dated)
- ☐ Statement of Proposers Qualifications and Experience (including references)
- ☐ Proposer's Approach to Provision of Services
- ☐ Price Proposal (signed, dated and submitted as separate PDF)
- ☐ **Conflict of Interest Statement – Attachment #3** (signed and dated)
- ☐ **Corporate Certification of Illegal Aliens – Attachment #4**
- ☐ **Financial & Exception Statement – Attachment #5** (notarized, signed and dated)
- ☐ **Debarment & Suspension – Attachment #6** (signed and dated)
- ☐ **Disadvantage Business Enterprise – Attachments #7-#9** (follow instructions on the Good Faith Effort letter)
- ☐ **Certification Regarding Lobbying (Attachment #10)** (signed & dated)
- ☐ **Non-Collusion Affidavit (Attachment #11)** (notarized, signed and dated)
- ☐ Anything else as may be specified in the RFTA Required Clauses, the RFTA General Conditions, Terms and Conditions (one copy)

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

Printed name and title of person authorized to submit proposal: _____

Signature: _____

Date: _____

³ Items in **bold** have been provided in this package.

ATTACHMENT #1
PROPOSER QUESTIONNAIRE

A. SUBMITTING BUSINESS ENTITY IDENTIFICATION & OWNERSHIP DISCLOSURE

Company: _____

Contact Person: _____

Title: _____

Address: _____

Telephone No.: _____

Email: _____

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.

Attachment #1 – Continued

3. Has your firm ever defaulted on a contract? If yes, explain.
- _____
- _____
- _____
4. Indicate the names of subcontractors, if any, proposed for this project and whether the subcontractor is a certified Disadvantaged Business Enterprise (DBE) and by whom they are certified.
- _____
- _____
- _____
5. Please indicate if your firm, subcontractor or any persons associated therewith in the capacity of owner, partner, director, officer or any other position involving the administration of federal funds⁴:
- ☐ is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility of any federal agency;
- ☐ has been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the last three (3) years;
- ☐ has a proposed debarment pending; or
- ☐ has been indicted, convicted, or had a civil judgment rendered against it or them by a court competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

CERTIFICATION

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

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

Signature _____

Date _____

Printed Name _____

Title _____

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

ATTACHMENT #2
ACKNOWLEDGMENT OF ADDENDA

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

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

ACKNOWLEDGMENT OF ADDENDA

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

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

Offeror: _____
Name

Street Address

City, State, Zip

Signature of Person Authorized to
submit Proposal

Title

Phone

ATTACHMENT #3
CONFLICT OF INTEREST STATEMENT

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

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

Signature

Title

Date

ATTACHMENT #4
CORPORATE CERTIFICATION OF ILLEGAL ALIENS

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

1. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services; or
2. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services;
3. The Contractor has verified or attempted to verify through participation in the basic pilot program that the Contractor does not employ any illegal aliens and, if the Contractor is not accepted into the basic pilot program prior to entering into a public contract for services, that the Contractor shall apply to participate in the basic pilot program every three months until the Contractor is accepted or the public contract for services has been completed, whichever is earlier. This provision shall not be required or effective in a public contract for services if the basic pilot program is discontinued;
4. The Contractor acknowledges that the Contractor is prohibited from using basic pilot program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed;
5. If the Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:
 - (A) Notify the subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (B) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (A) of this Section 5 the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
6. Contractor is required to comply with any reasonable request by the State Department of Labor and Employment ("Department" herein) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

7. If Contractor violates a provision of the public contract for services required herein RFTA may terminate the contract for a breach of the contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to RFTA.
8. RFTA is obligated to notify the office of the secretary of state if a Contractor violates a provision of this Addendum and RFTA terminates the contract for such breach. Based on this notification, the secretary of state shall maintain a list that includes the name of the Contractor, the state agency or political subdivision that terminated the public contract for services, and the date of the termination. A Contractor shall be removed from the list if two years have passed since the date the contract was terminated, or if a court of competent jurisdiction determines that there has not been a violation of the provision of the public contract for services. An agency or political subdivision shall notify the office of the secretary of state if a court has made such a determination. The list shall be available for public inspection at the office of the secretary of state and shall be published on the internet on the website maintained by the office of the secretary of state.
9. The Department may investigate whether a Contractor is complying with the provisions of a public contract for services required pursuant to Section I. The Department may conduct on-site inspections where a public contract for services is being performed, request and review documentation that proves the citizenship of any person performing work on a public contract for services, or take any other reasonable steps that are necessary to determine whether a Contractor is complying with the provisions of a public contract for services required pursuant to Section I. The Department shall receive complaints of suspected violations of a provision of a public contract for services (this Addendum) and shall have discretion to determine which complaints, if any, are to be investigated. The results of any investigation shall not constitute final agency action. The Contractor is hereby notified that the Department is authorized to promulgate rules in accordance with article 4 of title 24, C.R.S., to implement the provisions of C.R.S. § 8-17.5-101, *et. seq.*

Dated this _____ day of _____, 2012.

By _____
[Printed Name]

ATTACHMENT #5
FINANCIAL & EXCEPTION STATEMENT

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

- o Name of Respondent:
- o Permanent main office address and phone number:
- o When Organized:
- o If a corporation, where incorporated:
- o How many years have you been engaged in the business under your present firm or trade name?
- o Give bank references:
- o What type of liability insurance, and what coverage limits do you currently carry for your organization, and give the name of the insurance carrier:
- o Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the RFTA?

The undersigned Offeror acknowledges the right of the RFTA to reject any and all proposals submitted and to waive informalities therein. All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. **Print the words “No Exceptions” here** _____ if there are no exceptions taken to any of the terms, conditions, or specifications of these solicitation documents. If there are exceptions taken to any of these terms, conditions or specifications of these solicitation documents, they must be clearly stated on a separate sheet of paper, attached to this sheet and returned with your proposal. Should the RFTA omit anything from this RFP package, which is necessary to a clear understanding of the requirements, or should it appear that various instructions are in conflict, then the Contractor shall secure instruction from the Procurement Manager, telephone number (970) 384-4869, prior to the date and time of the deadline for questions shown in the RFP.

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

The Offeror shall certify (a) that his/her proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that he/she has not directly or

indirectly induced or solicited any other Offeror to put in a false or sham bid; (c) that he/she has not solicited or induced any other person, firm, or corporation from proposing; and (d) that he/she has not sought by collusion to obtain for himself/herself any advantage over any other Offerors or over the RFTA.

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

Dated at: _____ this _____ day of
_____, 20____.

By: _____

Title: _____

(Notary Public)

(Address)

My Commission Expires _____, 20____.

ATTACHMENT #6
FEDERAL DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

Signature of the Offeror's Authorized Official

Name and Title of the Offeror's Authorized Official

Date

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

RFTA has established a 20% overall goal to be expended with DBEs. Therefore a Proposer must, in order to be responsible and/or responsive, make a good faith effort to meet the goal. The Proposer can meet this requirement in either of two ways. First, the Proposer can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the Proposer can document adequate good faith efforts. This means that the Proposer must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

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

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

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

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

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

ATTACHMENT #7
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 #8
DBE AFFIDAVIT
(To be completed by DBE)

STATE OF _____ (DATE _____)

COUNTY OF _____

The undersigned being duly sworn, deposes and says that he/she is the _____
(Sole owner, partner, president, treasurer or

other duly authorized official of a corporation) of _____ and certifies that since the date
(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 #9
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)



ATTACHMENT #10

CERTIFICATION REGARDING LOBBYING

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING⁵ Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the

⁵ 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.

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

ATTACHMENT #11
AFFIDAVIT OF NON-COLLUSION

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

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

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

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 ____.

Exhibit A – Regional References

13-039 Regional Transit Oriented Development Assessment

RFTA operates buses in a 70-mile service region from Aspen to Rifle, spanning eleven jurisdictions. For the purpose of the TOD Assessment, teams should focus their background research on the SH 82 Corridor from Aspen to Glenwood Springs where *Veloci*RFTA Bus Rapid Transit (BRT) will operate starting in September 2013. This reference list can be used by teams to access existing plans, policies, reports and other supporting material related to transit-friendly community development in the region.

Pitkin County-City of Aspen 2012 Community Plan

http://www.aspencommunityvision.com/media/uploads/FINAL_AACP_2272012_reduced.pdf

Transportation Chapter

http://www.aspencommunityvision.com/media/uploads/3282011_Transportation.pdf

Eagle County 2005 Comprehensive Plan

http://www.eaglecounty.us/Planning/Documents/Eagle_County_Comprehensive_Plan/

Midvalley Area 2013 Community Plan Update

http://www.eaglecounty.us/Planning/Documents/Master_Plans/Mid_Valley_Area_Community_Plan_2013/

Garfield County 2010 Comprehensive Plan

http://www.garfield-county.com/community-development/comprehensive_plan2030.aspx

Snowmass Village 2010 Comprehensive Plan

http://www.tosv.com/comprehensive_plan.html

Transportation Chapter

<https://co-snowmassvillage.civicplus.com/DocumentCenter/View/139>

Basalt 2007 Comprehensive Plan

http://www.basalt.net/planning_links.htm

Carbondale 2013 Comprehensive Plan

http://www.carbondalegov.org/index.asp?Type=B_BASIC&SEC={CBF04B49-2212-430F-B247-E5730917A0E5}

Glenwood Springs 2011 Comprehensive Plan

http://www.glenwoodspringscompplan.com/File_Drawer_files/GlenwoodSpringsCompPlan2011.pdf

Rifle Downtown TOD Strategic Plan

* Although this is not in the BRT Corridor, this Rifle plan is a relevant design project in motion.

<http://www.downtownrifle.net/>

