RFTA Solicitation No. 12-051

TRANSIT TICKET VENDING MACHINES

IMPORTANT DATES:

Date Issued:	Friday, September 14, 2012
Pre-Proposal Conference:	Friday, September 28, 2012, 2:00 PM (MT)
Inquiries and/or Requests for Clarification Due to RFTA:	October 12, 2012, 5:00 PM (MT)
RFTA Response to Inquiries and/or Requests for Clarification Due:	October 19, 2012, 5:00 PM (MT)
Proposals Due:	**October 26, 2012, 1:00 PM (MT)**

Procurement Department
1340 Main Street
Carbondale, CO 81623
970-384-4886
procurement@rfta.com

NOTICE TO PROPOSERS
RFTA SOLICITATION NO. 12-051

Dear Proposer:

The Roaring Fork Transportation Authority ("RFTA") is soliciting proposals for Transit Ticket Vending Machines ("TVMs"). Your firm has been invited to submit a proposal.

A **Pre-Proposal Conference** will be held **Friday, September 28,** at **2:00 p.m. (MT)** at the RFTA's BRT Office, located at 1340 Main Street, Carbondale, Colorado.

Solicitation Documents are available upon request. To request copies of the solicitation documents, please go to http://www.rfta.com/rfps.html and complete and return the Vendor Registration Form, to ensure that your name is listed on the "List of Potential Proposers." Be sure to include the solicitation number **12-051** on the form. Vendors already registered with RFTA should complete the abbreviated version of the Vendor Registration Form on the RFTA web site by checking the appropriate selection at the top of the form.

Proposals will be due **Friday, October 26, 2012 by 1:00 p.m. (MT).** Proposals must be submitted via e-mail to procurement@rfta.com in PDF format. "**Response to RFP #12-051"** should be placed in the subject line of the submission e-mail to clearly indicate the contents. To be considered, proposals must arrive at RFTA on or before the date and time specified. Any proposals received after the specified submission deadline will not be considered.

Upon receipt, proposals will be evaluated and further discussions may be held before announcement of the firm(s) selected. Should you have any questions or comments, please feel free to contact the Procurement Department at procurement@rfta.com or (970) 384-4886.

Sincerely,

Collina Washington, C.P.M.
RFTA Procurement Manager

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

GENERAL GUIDELINES
FOR COMPLETING RFTA's SOLICITATION PACKAGE

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

- For each solicitation, **please complete a Vendor Registration form**. This action informs us that you are interested in bidding/proposing on our solicitation. You will be added to the List of Potential Proposers. As a result, we will be able to immediately notify you of any updates to the solicitation. Please remember that it is your primary responsibility to make yourself aware of any addenda.

- Be sure to regularly check RFTA's website, http://www.rfta.com/rfps.html, for any changes or updates to the solicitation. Any changes will be documented in writing and labeled as addenda.

- It is extremely important that all required forms be completed. If a form does not apply to your business or proposal, please mark the form "Not Applicable." Please also sign and date this form. Some forms may require notarization. **Failure to complete all forms will result in your Proposal being ruled non-responsive. Non-Responsive Proposals <u>will not</u> be evaluated.**

- DBE (Disadvantaged Business Enterprise) Obligation: The Roaring Fork Transportation Authority ("RFTA") agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts. Therefore, it is imperative that you read the DBE Section and complete the necessary paperwork.

- Please read the document to make sure that you have returned the correct number of copies of your bid or proposal.

- **Restrictions on Communications with RFTA during Solicitation, Offer & Award Period**. All inquiries, offers, submissions and/or other correspondence regarding solicitations, excluding protests, must be directed, in writing, to the Procurement Department at procurement@rfta.com. All official communications to and from RFTA will be transmitted in writing (defined as being sent or received via electronic mail). Oral communications regarding this solicitation shall not be considered official communications. RFTA is not responsible for and will not be legally bound by any oral statements made by its employees regarding any solicitation.

- Make sure the Proposal Response is received by the RFTA's Procurement Department by the designated date and time. **Late proposals <u>will not</u> be accepted.**

- **FOR MAILED PROPOSALS**: Make sure that the proposal is returned in an envelope or box clearly labeled with the following Information: **Solicitation No. 00-000 Project**

Name. This information should be in the lower left hand corner. The envelope should also be labeled **PROPOSAL DOCUMENTS ENCLOSED**.

- **FOR EMAILED PROPOSALS**: When emailing proposals/bids, please make sure they are in PDF format. This is to ensure that your document is secure and can not be changed. The e-mail containing the proposal should not be sent to anyone at RFTA other than the RFTA Procurement Department The subject line of the e-mail containing the proposal must reference "Proposal for RFTA Solicitation No. 00-000 [Insert Type of Service]" to ensure that the proposal is properly identified and evaluated by RFTA. Failure to clearly denote your email submission may result in late discovery of your proposal, which will result in your proposal being disqualified from evaluation.

  It is the sole responsibility of the Proposer to ensure that its submission is successfully delivered to RFTA by the specified date and time. RFTA will not be responsible for late or lost deliveries of proposals submitted via e-mail, nor will they be held responsible for information technology issues which result in delaying submittals. RFTA shall not be responsible for proposals delayed by non-responsive IT systems; failure of emailed submittals to pass through spam or other security screens; or rejection of PDFs that exceed the system's size limitations for attachments, which are subject to change.

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

TABLE OF CONTENTS

		Page
Part I	Solicitation, Offer, & Award	6
Part II	Technical Specifications	19
Part III	Pro-Forma Contract	34
Part IV	Forms and Certifications	65

RFTA SOLICITATION No. 12-051
TRANSIT TICKET VENDING MACHINES

PART I – Solicitation, Offer & Award

1.1 **Purpose of Procurement.** The Roaring Fork Transportation Authority ("RFTA") is soliciting proposals from qualified vendors to provide nine (9) transit ticket vending machines. RFTA will be the sole contracting entity for the services.

1.2 **Type and Term of Contract.** The successful proposer ("Contractor") will be required to execute the attached Pro Forma Contract (Part III of this RFP). The contract will be a fixed price contract payable according to milestones, agreed upon by RFTA and the Contractor. RFTA anticipates that the contract will be financed with a combination of Federal grant funds from the Federal Transit Administration ("FTA"), state grant funds from the Colorado Department of Transportation ("CDOT") and local funds. Therefore, this solicitation and the Pro-Forma Contract contain clauses and certifications required by the FTA and/or CDOT. The Federal funds will be provided through the FTA's Section 5309 "Very Small Starts" capital grant program. The state funds will be provided through CDOT's Funding Advancements for Surface Transportation and Economic Recovery ("FASTER") program.

The Contractor will be required to begin performance under the Contract on the date of contract execution, or as soon thereafter as is practical. Time is of the essence in the performance of the contract. All extensions of the term of the contract shall be made in writing by both parties in advance of the contract expiration date.

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

Solicitation Date:	Friday, September 14, 2012
Pre-Proposal Meeting:	Friday, September 28, 2012, 2:00 PM (MT)
Deadline for Written Inquiries and/or Requests for Clarifications:	Friday, October 12, 2012, 5:00 PM (MT)
RFTA Response to Inquiries and/or Requests for Clarifications:	Friday, October 19, 2012, 5:00 PM (MT)

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

Proposals Due:	Friday, October 26, 2012, 1:00 PM (MT)
Announcement of Short-Listed Vendors (if necessary):	November 5, 2012*
Vendor Presentations and Interviews at RFTA:	Week of November 19, 2012*
RFTA Announcement of Contract Award:	December 14, 2012*

1.4 **Restrictions on Communications with RFTA during Solicitation, Offer & Award Period.** All official correspondence from RFTA regarding this solicitation shall be transmitted in writing (defined as being sent or received on official vendor letterhead via U.S. Mail or by electronic mail) to and from RFTA's Procurement Manager, Collina Washington. All inquiries and/or other correspondence regarding this solicitation, excluding protests, must be directed, in writing, to the Procurement Manager at either 1340 Main Street, Carbondale, CO 81623 (for U.S. Mail) or cwashington@rfta.com. Facsimile transmissions will not be considered official correspondence.

From the date of issuance of this solicitation through the date of contract award by RFTA, all official communications to and from RFTA will be transmitted in writing and shall only be with RFTA's Procurement Department. Oral communications regarding this solicitation shall not be considered official communications. RFTA is not responsible for any oral statements made by its employees regarding this solicitation.

Please see Part I, Section 1.30 for instructions regarding the submittal of protests.

1.5 **Deadline for Submission of Proposals/Late Proposals.** Proposals submitted in response to this solicitation must be received by RFTA no later than **1:00 p.m. (MT)** on **October 26, 2012**. Proposals received after the submission deadline will not be evaluated.

1.6 **Format of Proposals.** RFTA requires that proposals be submitted via electronic mail ("e-mail"), with the proposal documents attached in Portable Document Format (".pdf"). All proposals must be prepared and submitted in accordance with the content requirements specified in Part I, Section 1.31 of this solicitation. As a condition of proposal responsiveness, all proposal documents that require the signature of the Proposer must be signed and incorporated into the .pdf document(s). The Price Proposal should be attached as a **separate .pdf** document within the same e-mail as the other proposal documents.

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

1.7 **Method of Delivery/Location for Submission of Proposals.** Proposals must be submitted exclusively to the RFTA Procurement Manager at procurement@rfta.com. The e-mail containing the proposal should not be sent to anyone at RFTA other than the RFTA Procurement Manager. The subject line of the e-mail containing the proposal must reference **"Proposal for RFTA Solicitation No. 12-051"** to ensure that the

proposal is properly identified and evaluated by RFTA. Failure to clearly denote your e-mail submission may result in late discovery of your proposal, which will result in your proposal being disqualified from evaluation.

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

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

1.8 **Inquiries and/or Requests for Clarifications.** Inquiries and/or Requests for Clarifications regarding this solicitation must be submitted to RFTA in writing via e-mail to procurement@rfta.com by **5:00 p.m. (MT)** on **October 12, 2012**. Written inquiries/clarifications must be submitted to the attention of the RFTA Procurement Manager, in accordance with Part I, Section 1.4 above. Written inquiries/clarifications must be in the form of questions. There is no prescribed format for the submission of written inquiries/clarifications. ***Written inquiries/clarifications received after the submission deadline will not be responded to by RFTA.***

RFTA staff will review and evaluate all written inquiries and/or requests for clarifications that are received by the submission deadline and will post RFTA's responses to www.rfta.com/rfps.html by not later than **5:00 p.m. (MT)** on **October 19, 2012**. If applicable, an addendum to the RFP that incorporates the changes necessitated by RFTA's responses to written inquiries will be issued in accordance with Part I, Section 1.9 below on or after the above date. It is the sole responsibility of the Proposer to make itself aware of RFTA's responses to written inquiries/clarifications and their impact on the RFP.

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

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

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

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

1.10 **Pre-Proposal Meeting.** A Pre-Proposal meeting will be held at **2:00 p.m. (MT)** on **Friday, September 28, 2012** at RFTA's BRT office, located at 1340 Main Street, Carbondale, CO 81623. Attendance at the Pre-Proposal Meeting is not mandatory, but is strongly encouraged.

Small, minority and woman-owned businesses are encouraged to attend the Pre-Proposal Meeting to learn about the procurement and to network with potential Prime Contractors and subcontractors.

Potential Proposers who attend the Pre-Proposal Meeting in person will be offered an opportunity to view relevant RFTA facilities following the conclusion of the meeting. RFTA will not reimburse potential Proposers for expenses incurred related to attendance at the Pre-Proposal Meeting.

1.11 **Proposal Price Validity.** Proposal pricing shall remain valid for a period of 90 calendar days after the deadline for proposal submission identified in Part I, Section 1.5 above.

1.12 **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 1.5 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 of 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 **Use of Contract by other Public Agencies.** The contract resulting from this solicitation shall be available for use by RFTA and other public agencies. Each agency seeking to participate in the contract may do so at the same prices, terms and conditions as RFTA, provided that RFTA agrees in writing to the assignment of contract rights.

Once assigned, each agency will enter into its own contract with the selected Contractor. RFTA shall incur no financial responsibility in connection with contracts issued to or by another public agency. The public agency shall accept sole responsibility for placing orders and/or making payments to the selected Contractor.

1.18 **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.

1.19 **Equipment.** The Contractor shall at its own expense furnish all labor, supplies, equipment and machinery necessary to provide the goods and services required by the contract.

1.20 **Personnel.** The Contractor represents that he/she has, or will secure at his/her own expense, all personnel required in providing the goods and services under the contract. Such personnel shall not be employees of or have any contractual relationship with RFTA. All the services required hereunder will be performed by the Contractor or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or licensed, if applicable, under state and local law to perform such services. None of the work or services covered by the contract shall be sub-contracted without prior written approval by RFTA.

1.21 **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.

1.22 **Tax Exempt.** RFTA is exempt from payment of Federal, State and local taxes, and such taxes must not be included in the proposal price. RFTA will furnish the Contractor with the necessary tax-exempt certificates.

1.23 **Prime Contractor Responsibilities.** The Contractor will be required to assume responsibility for all services offered in its proposal regardless of who provides them. Further, RFTA will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.24 **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.

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

employee or director. It is a violation of the RFTA Code of Ethics and Standards of Conduct for any RFTA employee to accept any such gift or favor.

1.26 **Contractual Relationships.** RFTA intends to execute the Pro-Forma Contract, attached as Part III to this RFP, for the provision of the required services with the Contractor. The Contractor's contractual responsibility must solely rest with one firm or legal entity, which shall not be a subsidiary or affiliate with limited resources.

RFTA will not be a party to agreements between the Contractor and/or any subcontractors it may choose to employ during fulfillment of the contract; however, the Contractor shall execute fair and reasonable agreements with its subcontractors (if any) and shall provide RFTA with copies of said agreements not later than five (5) business days prior to their execution.

1.27 **Contractual Provisions.** The contract to be executed between RFTA and the Contractor as a result of this solicitation is attached as Part III (Pro-Forma Contract) to this RFP. RFTA has no obligation to consider and/or approve exceptions or changes to the Pro-Forma Contract. RFTA reserves the right to modify the Pro-Forma Contract and/or include additional contractual provisions in the contract at its sole discretion.

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

1.29 **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.

1.30 **Protests.** Protests related to this RFP or resulting contract award must be submitted in writing to the RFTA Procurement Department.

1.30.1 RFTA's protest procedures, as included in the 2010 RFTA Procurement Manual, are as follows: 3.13.1 AUTHORITY TO RESOLVE PROTESTED SOLICITATIONS AND AWARDS

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

b. Authority to Resolve Protests. The RFTA CEO shall have the authority, prior to the commencement of an action in court concerning the controversy,

to settle and resolve a protest of an aggrieved proposer or contractor, actual or prospective, concerning the solicitation or award of a contract.

c. Decision. If the protest is not resolved by mutual agreement, the RFTA CEO shall promptly issue a decision in writing. The decision shall:

i. state the reason for the action taken; and

ii. inform the protestant of its right to administrative review as provided in this Article.

d. Notice of Decision. A copy of the decision under Subsection 3.13.1 (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

e. Finality of Decision. A decision under Subsection 3.13.1 (3) of this Section shall be final and conclusive, unless the protestant appeals administratively to the RFTA Board acting as the Procurement Appeals Board.

In all instances involving FTA funds, RFTA will disclose information regarding the protest to the FTA Region VIII office, and keep them informed about the status of the protest. A protester must exhaust all administrative remedies with the RFTA before pursuing a protest with FTA.

1.31 **Information Required from the Proposer.** To be eligible for evaluation by RFTA as a complete, responsive proposal in response to RFTA Solicitation No. 12-051, any and all proposals submitted to RFTA must contain all of the following documents, properly signed (as required), fully completed by the Proposer, and arranged in the following order:

1.31.1 Cover Sheet. The cover sheet for the proposal must include all of the information listed below. There is no prescribed format for this document. The format of the document shall be at the discretion of Proposer; however, the document shall be limited to one (1) typed page.

a. The full name and address of your organization and if applicable, the branch or office or the subordinate element that will perform or assist in performing the work.
b. Name and Title of person authorized to submit proposal on behalf of Proposer (This person must sign the appropriate offer documents on behalf of the Proposer.).
c. Telephone Number (direct line) of person authorized to submit proposal.
d. E-mail Address of person authorized to submit proposal.
e. Name and Title of Contact Person for the proposal (if different than the person authorized to submit proposal; please signify if they are or are not the same person).
f. Telephone Number (direct line) of Contact Person
g. E-mail Address of Contact Person

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

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

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

1.31.3 Statement of Proposer's Qualifications and Experience. This document shall include a narrative description of the Proposer that includes a brief history of the firm, number of employees, lines of business, areas of specialization, office locations, organizational structure, etc.

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

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

There is no prescribed format for this document. The format of the document shall be at the discretion of Proposer; however, the document shall be limited to 10 typed pages.

1.31.4 Financial Statements. Provide three (3) years of audited and reviewed financial statements including the most recent completed year.

1.31.5 Proposer's Approach to Provision of Goods and Services. This document shall be a narrative description of the Proposer's approach to and understanding of the requirements described in the Technical Specifications

(Part II) of this solicitation. This document must include the following elements:

a. Statement of the Problem: State in precise terms your understanding of the Technical Specifications for the engagement and the problem that is to be addressed.

b. Management Summary: Include a detailed, narrative description of the proposed effort to complete the Technical Specifications and the product that will be delivered.

c. Personnel: Identification and description of personnel, resources and technical skills to be committed to the engagement (including labor hours by each identified project personnel). Additionally, please provide a brief description of subcontractors that may be utilized during the performance of the contract, if applicable, their areas of specialization and their role in the engagement.

There is no prescribed format for this document. The format of the document shall be at the discretion of Proposer; however, the document shall be limited to five (5) typed pages.

1.31.6 Cost Proposal Summary. The contract between RFTA and the Contractor will be based upon information submitted in this proposal and further negotiated between the parties payable as the Contractor attains milestones agreed upon between RFTA and the Contractor. The Contractor shall submit their Cost Proposal on the form provided as Attachment A.

1.31.7 General Functional Requirements. Attachment B outlines the functional, operational and minimum technical requirements of the ITS system. Requirements are organized into functional processes. Proposers must review each of the items listed in the matrix and must indicated the extent to which their proposed system meets the requirements as set forth in this solicitation. This document must be fully completed and submitted with the proposal.

1.31.8 Proposer Questionnaire. This document, Attachment C, 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.

1.31.9 Acknowledgement of Addenda. Attachment D is required by Part I, Section 1.9 of this solicitation. This document must be fully completed, signed and submitted with the proposal. If no addenda were issued, Proposer is required to still complete the form and include it in its proposal.

1.31.10 Certification Regarding Lobbying. This document, Attachment E, is required by Part III, Article 57 of this solicitation. As a condition of proposal

responsiveness, this document must be fully completed, signed and submitted with the proposal package.

1.31.11 Affidavit of Non-Collusion. As a condition of proposal responsiveness, this document (Attachment F) must be fully completed, signed and submitted with the proposal package.

1.31.12 Debarment & Suspension. Attachment G is required for compliance with Part III, Article 52 of this solicitation. As a condition of proposal responsiveness, this document must be fully completed, signed and submitted with the proposal package.

1.31.13 Conflict of Interest Statement. This document (Attachment H), required for compliance with Part III, Article 35 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.

1.31.14 DBE. Attachments I, J and K are required for compliance with Part III, Article 49 of this solicitation and shall serve as proof of the Proposer's "good faith efforts" to, where practicable, include certified disadvantaged enterprises on this project. As a condition of proposal responsiveness, these documents must be fully completed, signed and submitted with the proposal package.

1.32 **Proposal Evaluation and CONTRACTOR Selection.**

1.32.1 Standards for Award. RFTA Solicitation No. 12-051 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 product and services to be provided.

1.32.2 Evaluation and Award Process. All proposals shall be evaluated by a Proposal Review Committee to be comprised of professional staff employed by RFTA. Following the receipt of proposals, proposals will be evaluated and a contract will be awarded in accordance with the following process:

a. Proposals will first be evaluated by RFTA staff for responsiveness in accordance with the standard set forth in Part I, Section 1.32.1.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 1.32.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 select the proposal that is most advantageous to RFTA. To determine the most advantageous proposal, the Proposal Review Committee will rank the proposals, taking into consideration the following criteria (listed in relative order of importance):

- Responsiveness and System Design
    - Understanding of operational requirements
    - System design concept efficacy
        - Use of most current and available state-of-the practice technologies
        - Non-propriety 3rd party interfaces
        - Proven hardware and software components
        - Public data network design and cost
    - System functionality versus technical requirements
    - User friendly interface of screens and reports
    - Proposed schedule and work plan
    - Documentation, training and support services
    - Quality assurance and testing

- Performance Capabilities

    - Proven experience successfully implementing TVM systems and integrating with other systems (based on reference checks).
    - Qualifications of Project Management Team and technical staff.
    - Customer support and proposed hardware/software maintenance plan during warranty period.
    - Demonstrate adequate financial stability to ensure successful implementation and ongoing support of the proposed system.
    - Compliance to terms and conditions of contract.

- Cost Proposal
    - Reasonableness of the total price and competitiveness with other proposals received.
    - Price of future years' maintenance and support services.

d. A Recommendation for Contract Award to the Proposer who submitted the most advantageous proposal to RFTA, as solely determined by the Proposal Review Committee, and that meets the standards for contract award specified above will be forwarded to the RFTA Chief Executive Officer (CEO). A notice of the Recommendation for Contract Award will be sent to all Proposers who submitted a proposal. RFTA reserves the right to hold discussions with and request Best and Final Offers (BAFO) from selected Proposers to assist in the determination of the most advantageous proposal to RFTA.

e. The RFTA CEO will consider the Recommendation for Contract Award.

f. If the Recommendation for Contract Award is approved by the RFTA CEO, a Notice of Contract Award will be sent to all Proposers and contract negotiations with the successful Proposer will commence.

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

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.

RFTA SOLICITATION No. 12-051
TRANSIT TICKET VENDING MACHINES

PART II – Technical Specifications

2.1 RFTA Overview.

2.1.1 Current Fixed Route Services. RFTA's fixed route system is comprised of multiple routes that currently serve the state highway 82 corridor. The primary service is the Valley local service that operates between West Glenwood Springs and Aspen. The local service is augmented with two limited stops services referred to as "Expresses" and "Directs" as well as bus tours and ski shuttles.

2.1.2 Future Services. RFTA is in the development process for a new Bus Rapid Transit (BRT) route scheduled to launch in September 2013 that will operate along the Highway 82 corridor from Glenwood Springs to Aspen. The BRT route will operate with 18 contemporary low-floor transit buses and service nine major stations along the corridor and two drop-off stops in downtown Aspen. The stations will incorporate real time bus arrival information and information kiosks; seven stations are programmed to have TVMs.

2.1.3 Current Facilities and Computer Network Architecture. RFTA operates from two maintenance and operations facilities approximately 40 miles apart, one in Glenwood Springs and one in Aspen (Glenwood Maintenance Facility – GMF – and Aspen Maintenance Facility – AMF.). In addition, RFTA has four other locations, the Carbondale Maintenance Facility – CMF – used for facilities maintenance and bus storage, a BRT office at 1340 Main Street in Carbondale, the Rubey Park Transit Center in Aspen housing customer service functions, and a remote facility in Rifle, Colorado.

The RFTA network is composed of a wide area network connecting 6 buildings. Four of the main buildings are connected by either 100 mbps or 30 mbps lines. A satellite office in Rifle CO is connected by DSL VPN. Cisco Routers, switches and firewalls are installed at all facilities with each building currently having its own Internet service. VoIP phone service is provided to all buildings using Cisco Communications Manager. Servers at the four main facilities use DFS. Server operating systems are Microsoft Windows 2008. The database platform is Microsoft SQL Server 2008 (64-bit). RFTA currently has 60 user workstations running Microsoft Windows 7 (64-bit) version. Microsoft Office 2010 is the current business application.

2.2 **Technical Requirements**. These Requirements address the design, functions, installation, inspection, and testing of Ticket Vending Machines (TVMs) to support RFTA's electronic fare payment system (EFPS). Other elements of the EFPS are GFI Odyssey electronic fareboxes, on-line pass sales and various electronic passes. RFTA is in the process of converting from a paper-based fare payment system to an electronic fare payment system. The TVMs are an integral part of this modernization effort because they will provide an alternative location for the public to purchase RFTA fare media. The EFPS is being implemented system wide as part of RFTA's VelociRFTA BRT project. The graphic below illustrates the concept of operations for the electronic fare system.

TVMs provided on this Contract shall be capable of being used throughout the RFTA service area initial installation will be at select VelociRFTA BRT stations.

	Rifle	Silt	New Castle	Glenwood	Carbondale	El Jebel	Basalt	Aspen Village	Brush Crk/82	Snowmass	Aspen
Rifle	1.00	3.00	4.00	5.00	6.00	7.00	8.00	9.00	10.00	10.00	10.00
Silt	3.00	1.00	3.00	4.00	5.00	6.00	7.00	8.00	9.00	9.00	9.00
New Castle	4.00	3.00	1.00	3.00	4.00	5.00	6.00	7.00	8.00	8.00	8.00
Glenwood	5.00	4.00	3.00	1.00	3.00	4.00	5.00	6.00	7.00	7.00	7.00
Carbondale	6.00	5.00	4.00	3.00	1.00	3.00	4.00	5.00	6.00	6.00	6.00
El Jebel	7.00	6.00	5.00	4.00	3.00	1.00	3.00	4.00	5.00	5.00	5.00
Basalt	8.00	7.00	6.00	5.00	4.00	3.00	1.00	3.00	4.00	4.00	4.00
Woody Creek	9.00	8.00	7.00	6.00	5.00	4.00	3.00	1.00	3.00	3.00	3.00
Brush Crk/82	10.00	9.00	8.00	7.00	6.00	5.00	4.00	3.00	FREE	FREE	FREE
Snowmass	10.00	9.00	8.00	7.00	6.00	5.00	4.00	3.00	FREE	FREE	FREE
Aspen	10.00	9.00	8.00	7.00	6.00	5.00	4.00	3.00	FREE	FREE	FREE

Fare: $1.00 in zone, first zone change add $2.00, then $1.00 each additional zone.
Seniors (65 and over) and infants (5 and under) are free. Youth (6-16 yrs) are $1.00 less. Bikes are an additional $2.00.

RFTA has a zonal fare structure with 10 fare zones as required to equitably serve the very long linear service area. The graphic below shows RFTA's zone fare system that will be in effect in 2013.

TVMs will vend several types of passes on both paper and plastic (poly) media types. Farecards dispensed by these TVMs must work seamlessly with the current RFTA fareboxes (GFI Genfare Odyssey) and provide the appropriate associated records when probed from the farebox. The table below shows the electronic fare media RFTA is implementing in 2012.

PASS TYPE	COST	COMMENT EXPLANATION
$20 Stored Value Card	$14.75	Will function as a debit card; designed to be dipped in farebox.
$40 Stored Value Card	$29.50	Will function as a debit card; designed to be dipped in farebox.
Aspen Village 30-day pass	$75.00	Designed to be swiped; first use establishes start date.
Basalt 30-day pass	$120.00	Designed to be swiped; first use establishes start date.
El Jebel 30-day pass	$150.00	Designed to be swiped; first use establishes start date.
Carbondale-GWS 30-day pass	$163.00	Designed to be swiped; first use establishes start date.
Hogback 30-day pass	$98.00	Designed to be swiped; first use establishes start date.
Season passes	Various	Will not be available in the TVMs.

TVM implementation will also require a management control system (MCS) to continuously monitor TVM status and security, to download and store sales and maintenance data, and to upload changes to the TVM operations and customer

interface. The system and software for these functions is a part of this purchase, and will be installed and run on a RFTA supplied network server. Communications links from TVM locations to the control center will be supplied by the RFTA.

This Contract also includes installation of nine (9) TVM's throughout the RFTA system, furnishing of associated spare parts, manuals, tools, keys, test equipment, documentation and design drawings, training, technical assistance, and warranties. Site preparation for TVM installation will be by RFTA or a RFTA vendor. Site preparation includes concrete pad or floor sufficient for floor loading, access via conduit to required electrical power, and access by wire or wirelessly to phone and data lines.

The Vendor will submit a program management plan sufficient to enable RFTA to ascertain that the Vendor will meet the requirements of this specification. The program management plan shall include a Program Schedule for executing the work for this Contract. The Program Schedule shall be generated using a currently supported version of Microsoft Project or similar software. The Program Schedule shall include the following:

- Work item descriptions that convey the Technical Specification indicated;
- The sequencing among work items shall be indicated in the schedule;
- Work item descriptions shall be accompanied by narrative explanation of what the work item comprises and the basis for the estimated work duration.
- Sufficient detail shall be provided to indicate the manufacturing, testing, shipment, and installation status of the TVMs.

ATTACHMENT B
GENERAL FUNCTION REQUIREMENTS

This RFP outlines the functional, operational, and minimum technical requirements of the TVM system. Requirements are organized into functional processes. Vendors must review each of the items listed in the requirements matrix and must indicate the extent to which their proposed system meets the requirement. All firms must use this matrix as the basis of their response to the RFP. The Proposer must respond to each requirement by a statement:

Code		Description
C	-	Conform – some sections call for an explanation of the method proposed.
E	-	Exceed – Explain the specific way in which the proposal is better for RFTA than the requirement
A	-	Alternate – Explain the alternate solution proposed. If the alternate is not as good for RFTA it must be placed in the next category.
D	-	Does not conform.

The vendor must also provide a full narrative description of how their product meets the requirement. The narrative should include any assumptions made, additional features needed, supplemental equipment or software add-ons required and hardware or architecture modifications required to achieve the requirement.

SECT	DESCRIPTION	COMPLY	COMMENT
Section 1 – General Requirements			
1.1	The vendor shall be responsible for providing a complete, fully operational and integrated TVM system. RFTA will provide the communications network and Ethernet and electrical power connections to the TVM locations.		
1.2	Proposers shall fully describe the planned TVM system architecture including all components, sub-components, and interfaces. Failure on the part of RFTA to specify precisely each and every item necessary for the system shall not relieve the vendor of total system responsibility.		
1.3	**The Ticket Vending Machines (TVMs) to be supplied by the Vendor will perform the following functions:**		

SECT	DESCRIPTION	COMPLY	COMMENT
1.3.1	Sell various forms of fare cards to customers.		
1.3.2	Initialize newly purchased time-based and ride-based passes compatible with GFI Genfare fare collection system.		
1.3.3	Add to (recharge or top-off) the appropriate amount to farecards.		
1.3.4	The TVM will be capable of deducting the appropriate amount from stored value or ride cards.		
1.4	Ticket (Farecard) types and sale prices will be established by RFTA, and maintained in the MCS.		
1.4.1	The MCS shall download fare changes and turn on or off installed farecard modules installed in the TVMs.		
1.4.2	The TVMs will automatically adjust its fare table and visual displays to be able to vend the designated fare cards at the correct price, and on the correct media.		
1.5	TVMs provided according to this Specification shall be compatible with the current RFTA fare collection system in service (GFI-Genfare Odyssey Farebox). • The magnetic data stripes on all fare-cards issued by TVMs provided in this procurement shall be 100% compatible with the current system • The data structure of the information collected must be compatible with the data structure of the data being collected from the current fare-box system.		
1.6	Each TVM shall be equipped to be capable of communicating with the MCS via a hard-wired Ethernet cable, local dial-up phone line, and connectivity to a wireless Access Point, and shall be equipped with all necessary communications hardware and software to meet RFTA's requirements.		
1.7	RFTA will consider options for the vending and distribution of electronic fare media. RFTA currently sells passes at two RFTA facilities and multiple retail establishments (e.g., grocery stores). RFTA also sells seasonal passes directly to employers two times per year. This involves RFTA employees visiting employer sites and creating photo identification passes on site. Vendors may propose methods/options to comply with this section.		

SECT	DESCRIPTION	COMPLY	COMMENT
1.7.1	As an option, RFTA will consider electronic media processing units designed to issue, recharge and validate electronic farecards.		
1.8	As an option, RFTA will consider procuring one year's supply of pass stock. The vendor shall provide pricing for 40,000 stored value cards and 5,000 magnetic swipe cards (30-day passes).		
1.9	The vendor will provide a warranty covering the equipment, hardware and software provided under this procurement for a minimum period of one year. The vendor will also provide pricing for extending the warranty for a period of five years.		
Section 2 –TVM Functionality			
2.1	**Required TVM Capabilities**		
2.1.1	Cash Acceptance: Accept cash as payment, including all valid US bills ($1, $5, $10, $20, & $50) and US coins (5¢, 10¢, 25¢, $1 SBA) in circulation.		
2.1.2	Change Dispensing: Issue US coins (5¢, 10¢, 25¢, $1) as change.		
2.1.3	Farecard Issuance: Print and magnetically-encode fare cards from a minimum of three types of loaded stock, including stocks of paper fan-fold or roll fare cards and stock of plastic or 'poly' die-cut fare cards.		
2.1.4	Farecard Initialization and Validation: Issue and initialize time based farecards, increase the appropriate value for a stored value farecard, or increase the appropriate number of rides from a ride based farecard.		
2.1.5	Record and store all transaction data for up to 30 days prior to download.		
2.1.6	Immediately transmit alarms and changes in status to the MCS, and other locations as provided by the RFTA. This should include text and/or email messages to RFTA staff.		

SECT	DESCRIPTION	COMPLY	COMMENT
2.1.7	Provide for future addition of hardware and software to support implementation of the ISO 14443, Type A and/or B, smart card related functions.		
2.1.8	All changes in system status and TVMs capability shall be reported to the MCS. If the change of status is attributable to a communications failure, then the TVMs shall report its status once the error is solved.		
2.2	**TVM Bank Card Transactions**		
2.2.1	Accept major credit cards (American Express, Discover, Master Card, VISA) and debit cards issued by financial institutions.		
2.2.2	The Vendor shall certify that all systems provided are in compliance with the Payment Card Industry Data Security Standard (PCI DSS).		
2.2.3	TVMs shall include the necessary module(s) to process ticket payments by credit or debit Bankcard.		
2.2.4	Bankcard transaction shall be sent for authorization in real time. The TVM will not process bank card transaction off line. The TVM shall route the bank card transactions via dedicated communications link.		
2.3	**TVM Future Smart Card Read/Write Interface**		
2.3.1	The TVMs shall incorporate space and connections for future installation of an ISO 14443 Type A and/B contact-less smart card read/write unit.		
2.3.2	Location of the target and space for installation of the future smart card read/write and processing components shall be clearly identified and submitted for RFTA approval at the Preliminary Design Review.		

SECT	DESCRIPTION	COMPLY	COMMENT
Section 3 – Customer Interface Requirements			
3.1	The TVMs shall be designed to be attractive, and with an exterior that enables patrons to easily identify the units' functions. All controls, primary instructions, and patron interface display and inputs shall be on a common front face of the enclosure.		
3.2	The TVMs shall be equipped with a lighting fixture to illuminate the front face of the TVMs. The fixture shall provide a level of lighting sufficient for instructions and other items on the front of the TVM to be easily read by the patrons.		
3.3	The TVMs shall be designed to ensure the safe, reliable, predictable, and simple interface with patrons and maintenance/servicing personnel. By following instructions given on the equipment, a first time patron must be able to quickly understand all types of ticket purchase options.		
3.3.1	The display screen shall indicate amount due upon selection by the patron of ticket type and quantity. The remaining amount due from the patron shall be continuously updated by the amount of fare inserted and accepted by the TVMs. Instructions shall be contained on the front panel of the TVMs to clearly indicate each step a patron must follow to choose and purchase a ticket or tickets.		
3.3.2	All text messages and information that is displayed on the patron display shall be capable of being easily modified by RFTA via the network or removable storage media.		
3.3.3	The sequence of steps shall be clearly indicated using graphics and symbols.		
3.3.4	All graphics and instructional panels shall be compliant with all applicable ADA regulations.		
3.3.5	The TVMs shall include one or more selection buttons to toggle the display and the voice message system between English and Spanish. Displayed and audio messages shall be as closely translated between languages as possible.		

SECT	DESCRIPTION	COMPLY	COMMENT
3.3.6	The TVMs shall on demand of the patron provide audible voice instructions. The voice system shall utilize digitally recorded and stored human speech, not computer synthesized speech and will be in compliance with all applicable ADA requirements. Messages shall be in English and Spanish, and the TVMs shall accommodate audio messages in at least one other language. All voice messages shall be submitted to RFTA for approval.		
Section 4 – TVM Security and Access Control			
4.1	The design and installation of the TVMs shall discourage and prevent damage to internal components. The design shall discourage theft of TVMs when properly mounted and installed, resist unauthorized entry, discourage tampering, and minimize the effects of vandalism and theft.		
4.2	Several levels of security shall be provided for access to the interior of the equipment for maintenance, revenue servicing, and money processing.		
4.3	The bill vault shall be locked, secure and designed such that there will be no access to the bills while in revenue service. When removing the bill vault it shall disengage in a closed, locked secure manner. The bill vault shall be keyed such that the key to remove the vault from the bill acceptor shall be different from the key that opens the bill cassette to access the bills.		
4.4	Intrusion alarms shall be audible at each unit and transmitted over the MCS in the event of any intrusion, tampering or unauthorized access whether during revenue service or servicing.		

SECT	DESCRIPTION	COMPLY	COMMENT
Section 5 – TVM Installation			
5.1	The vendor will be responsible for installation of the nine TVMs. Installation will involve coordination by the vendor with RFTA and RFTA contractors responsible for construction and finish of stations. The vendor shall quickly inform RFTA of any issues requiring attention or coordination with these and other contractors.		
5.2	The BRT station design includes space for a TVM, 56 inches wide by 17 inches deep and 72 inches high. The TVMs must fit within this space.		
5.3	RFTA will provide readily accessible connections for electrical power and data transmission (Ethernet cable).		
5.4	The vendor, as installer of the TVMs and associated equipment, shall be responsible for protecting all utilities, stations, platforms, and other RFTA property, streets, and private property, and shall repair any damage to same at vendor's expense.		
Section 6 – Documentation and Training			
6.1	The Vendor shall provide two complete color copy bound sets of manuals for TVMs and one complete set of manuals on CD-ROM. The manuals shall be complete, accurate, up to date, and thoroughly cross-indexed. All drawings and diagrams submitted shall include all revisions made during construction and be in as-delivered configuration.		
6.1.1	A TVM Operating Instruction Manual that includes all information needed for safe, proper, and efficient operation of the TVMs. Manuals shall include general orientation and familiarization with all features of the TVMs. Detailed information shall be provided regarding location, function and operation of all controls, indicators, switches, hardware and reset buttons, and trouble diagnosis. All normal operational sequences shall be described in detail.		

SECT	DESCRIPTION	COMPLY	COMMENT
6.1.2	A TVM Maintenance Manual that includes all information needed to enable maintenance technicians to perform all periodic inspection and preventive maintenance tasks including all routine lubrication, inspection and replacement of consumable items. The manual shall contain recommended preventive maintenance schedules. The manual shall also contain all information needed to enable maintenance technicians to diagnose problems, and make adjustments and repairs to all TVM components and sub-assemblies. The manual shall include, at a minimum: • A general description of each system, subsystem, component, and sub-assembly; • Procedures to exchange all major components • Functional block diagrams • Detailed Schematics and Wiring Diagrams • Pictorials with exploded views and parts number for easy identification		
6.2	The Vendor is responsible for all training outlined in this section. Instructors teaching these courses must be familiar with technical information, and are able to utilize proper methods of instruction, training aids, audiovisuals, etc. to insure effective training. At RFTA's request and expense, the Vendor shall, during the warranty period, provide additional repeated sessions of any of the courses provided under this contract. TVM training and training plans shall be provided by the Vendor for the following:		
6.2.1	Revenue Servicing – All revenue service personnel shall be given training on routine service functions such as accessing the TVMs, collecting monies, replenishing ticket stock and change, clearing basic jams, printing and retrieving Audit Tickets, and securing the TVMs.		

SECT	DESCRIPTION	COMPLY	COMMENT
6.2.2	Field Maintenance and Servicing – This course shall provide all knowledge necessary for operation, troubleshooting, maintenance, repair, component change-out, and scheduled maintenance of TVMs.		
6.2.3	Revenue and Maintenance Workstation Operations – Staff responsible for the TVMs shall be trained in the use of all application programs and functions. Included in this training will be the administration of TVM operating parameters, configuration files, ticket and display text, fare tables, and voice messages. Procedures to download data to TVMs, remotely control TVMs, monitor equipment status, and generate reports shall be covered.		
6.2.4	Shop Repair – Technicians responsible for the periodic overhaul, remedial repair, and adjustment of TVMs shall be given comprehensive training in the operation, troubleshooting, maintenance, repair and overhaul of the equipment.		
6.2.5	Administrative Workstation Operations – Personnel who will administer the MCS shall be trained in all aspects of MCS network administration. This course shall provide the fundamentals of administration of the operating system, application software, and relational database manager.		
6.2.6	TVM Accounting and Registration Information – Those management personnel who will generate and use reports from the MCS shall be trained to be familiar with report contents and uses.		
Section 7 – Environmental and Code Requirements			
7.1	The TVMs shall be capable of being operated within the temperature and humidity ranges, wind and sand/dust conditions of the RFTA service area at the specified performance levels. Additionally, the equipment shall be able to operate without impairment resulting from any natural environmental conditions which RFTA will use or store the equipment.		

SECT	DESCRIPTION	COMPLY	COMMENT
7.2	The cabinet shall be of design and materials suitable to resist rain, snow, moisture and condensation, and designed to be resistant to liquid ingress caused by driving rain and incidentally splashed water such as would occur during routine equipment and/or platform cleaning. Equipment enclosures shall comply with International Electro Technical Commission standard 529 (IEC529) to level IP34 or UL certification. TVMs located outdoors will have a simple shelter structure that will be provided by others. TVMs shall be capable of operating or being stored without shelter under the climatic conditions, including solar radiation, as detailed in this specification.		
7.3	The TVMs shall be designed to comply with all applicable local, State, or national codes, ordinances, statutes, standards, and federal rules and regulations existing at the time of Contract execution date. The Vendor shall be responsible for identifying all local, State, or national design codes, ordinances, statutes, standards, and federal rules and regulations applicable to TVMs at the time of Contract award.		
7.4	The TVMs shall fully comply with the Americans with Disabilities Act (ADA) and associated regulations that have been approved and instituted at the time of Notice to Proceed.		
7.5	The TVMs shall provide reliable operation over its design life. The equipment shall be designed to require simple and minimal scheduled and unscheduled maintenance.		
7.6	TVMs shall have a NEMA rated water resistant junction box located in the base containing clearly marked wires for connection to the RFTA provided electrical circuits. The ticket vending power supplies shall be provided with one dedicated 120VAC, 20Amp circuit from the station or stop. A convenience outlet and required ancillary heating and cooling units shall be connected within the junction box to a separate circuit(s) as required.		

SECT	DESCRIPTION	COMPLY	COMMENT
7.7	**Electrical Design Criteria**		
7.7.1	TVMs and DCS shall be capable of operating on source power of 120 VAC (+/-10%), 1 phase, 3 wire, 60 Hz (+/-1%).		
7.7.2	The TVMs equipment shall be designed to comply with UL Standard 751, “Vending Machines,” NFPA 70, “National Electric Code,” and applicable local requirements.		
7.7.3	The TVMs shall be equipped with a battery operated supplemental power supply (UPS) integral to the TVMs and connected to the primary power supply. This battery power supply shall be used in the event the incoming voltage falls below the reliable TVM operating voltage as specified above, or in the event of loss of AC power to the TVM. The vendor should specify the period of time the UPS will function and address the question of system shut down.		
7.7.4	TVMs shall have a main power switch or breaker located within the cabinet that removes all power from the ticket vending unit. When this switch turns the power off to the TVM, the UPS shall maintain power long enough for a “Power Off” alarm to be sent to the MCS.		
7.7.5	TVMs shall be capable of returning to full operational status after a power failure without manual intervention. There shall be no adverse effect on the operation of the TVMs or the integrity of stored data		

PART III – Pro-Forma Contract

CONTRACT FOR PURCHASE OF HARDWARE, SOFTWARE AND SUPPORT SERVICES

RFTA CONTRACT NO. 12-051

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

RECITALS:

WHEREAS, RFTA desires to enter into a Contract with VENDOR to furnish the Transit Ticket Vending Machine hardware and software and related design, implementation and support services described in Exhibit A – Scope of Work and Technical Specifications attached hereto ("Goods and Services" or the "Work"); and

WHEREAS, RFTA has chosen VENDOR to provide the Goods and Services following a competitive procurement process wherein RFTA issued a Request for Proposals, attached hereto as Exhibit C and incorporated herein, and VENDOR 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 VENDOR has represented to RFTA that it is sufficiently qualified and experienced to provide those Goods and Services described in Exhibit A and RFTA has relied on such representations; and

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

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

ARTICLE 1 – SCOPE OF WORK

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

ARTICLE 2 – COMPENSATION AND PAYMENT

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

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

ARTICLE 3 – TERM OF CONTRACT

VENDOR shall commence provision of the Goods and Services on the Effective Date set forth above and agrees to adhere to the Milestone Schedule for project completion attached in Exhibit A – Scope of Work. Time is of the essence in providing the Goods and Services. Time lost due to delays beyond the control of the VENDOR may be considered by RFTA and may result in a revised Milestone Schedule.

Any revision to the Milestone Schedule or extension of the Term of Contract must be in writing and signed by both parties to the Contract in the form of a Contract Amendment as set forth in Article 15 below.

ARTICLE 4 – FIXED PRICE CONTRACT

This Contract is a firm, fixed-price contract. The total dollar amount of the Contract as specified in Exhibit B – Compensation and Method of Payment may only be modified by written agreement of both parties to the Contract in the form of a Contract Amendment as specified in Article 15 below.

ARTICLE 5 – CONTRACT AND CONTRACT DOCUMENTS

The Contract consists of the following documents: 1.) Contract for the Purchase of Hardware, Software and Support Services between RFTA and VENDOR; 2.) Exhibit A – Scope of Work and Technical Specifications; 3.) Exhibit B – Compensation and Method of Payment for Goods and Services; 4.) Exhibit C – Request for Proposals for Transit Ticket Vending Machines; and 5.) Exhibit D – Proposal Submitted by VENDOR in Response to RFP. In addition, all modifications to the Contract after contract execution that are made in the form of Contract Amendments in accordance with Article 15 below shall be incorporated into and made part of the Contract.

The documents specified in the paragraph above form the Contract for the Purchase of Hardware, Software and Support Services between RFTA and VENDOR. 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 15 below.

ARTICLE 6 – ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

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

ARTICLE 7 – VENDOR'S SERVICES AND RESPONSIBILITIES

The VENDOR agrees that it will furnish all of the technical, administrative, professional and other labor; all supplies, materials, equipment, printing, vehicles, office space and facilities, testing and analyses and calculations; and all other resources necessary to provide the professional and technical services required by Exhibit A – Scope of Work and Technical Specifications.

ARTICLE 8 – PROJECT AUTHORIZATION AND PERFORMANCE

The VENDOR agrees to provide the required Goods and Services in accordance with the Project Schedule as agreed upon by RFTA and the VENDOR prior to contract execution. Following contract execution, RFTA will issue a "Notice to Proceed" to VENDOR, which shall authorize and direct VENDOR to begin work on the Contract. The VENDOR 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 9 – FINAL COMPLETION

The Contract will not be completed until final system acceptance testing ("Final System Acceptance Testing"), as defined in Exhibit A – Scope of Work and Technical Specifications", 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 10 – RFTA PROJECT MANAGER

The RFTA Project Manager for this Contract is Phil Schultz, Director of Information Technology, unless otherwise designated in writing by the RFTA Chief Executive Officer ("CEO").

ARTICLE 11 – INDEPENDENT CONTRACTOR

VENDOR shall provide the Goods and Services required under this Contract as an independent contractor, not as an agent or employee of RFTA. VENDOR 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 Goods and Services provided by the VENDOR; the manner of legally achieving those results is the responsibility of the VENDOR.

All of the Goods and Services required by this Contract shall be provided by VENDOR or under its supervision, and all personnel engaged in the provision of the Goods and Services shall be fully qualified.

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

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

ARTICLE 12 – INVOICING AND PAYMENT

(1) RFTA will pay VENDOR, as full and complete compensation for provision of the Goods and Services and assuming all duties, responsibilities, and obligations under the Contract, costs pursuant to Exhibit B – Compensation and Method of Payment for Goods and Services of this Contract.

(2) In accordance with the requirements of Exhibit B – Compensation and Method of Payment for Goods and Services of this Contract, VENDOR shall submit to RFTA's Project Manager complete, properly supported and audit-worthy invoices for the Goods and Services provided. VENDOR may submit no more than one (1) invoice to RFTA for every 30 calendar days of the Term of Contract.

(3) RFTA will make payment to VENDOR in accordance with the Milestone Payment Schedule included in Exhibit B – Compensation and Method of Payment for Goods and Services, conditioned upon compliance by VENDOR with all other provisions of the Contract and VENDOR furnishing RFTA with the following:

    (a) Vendor's properly supported and audit-worthy invoices for the Goods and Services provided.

    (b) Proof satisfactory to RFTA that the appropriate payment milestone has been completed.

    (c) Proof satisfactory to RFTA that there are no unsatisfied claims and that no other indebtedness exists in connection with the Goods and Services.

(d) All documents, records, correspondence, and deliverables which VENDOR and other persons providing the Goods and Services are required to provide to RFTA under the Contract.

(4) The invoices shall be in a form satisfactory to RFTA and shall reference this RFTA Contract No. 12-051. The invoices shall be submitted to RFTA's Project Manager at the following address:

Original Invoice to: Roaring Fork Transportation Authority
0051 Service Center Drive
Aspen, CO 81611
ATTN: Phil Schultz, Director of IT
Copy to: Collina Washington, Procurement Manager

(5) Payment terms are 30 calendar days following receipt of a correct and audit worthy invoice by RFTA.

(6) The invoices submitted to RFTA for payment shall include the applicable RFTA contract number; total invoice amount (including itemized amounts charged for labor and materials); total number of labor hours expended and labor billing rates; invoice billing period; description of the Goods and Services provided during the invoice billing period (including completed Deliverables); and any other information that RFTA may reasonably require.

(7) The presentation of the invoices by VENDOR to RFTA as set forth in this Article constitutes an express warranty and representation by VENDOR to RFTA that the Goods and Services have progressed to the point indicated and that the quality of the Goods and Services provided is in accordance with this Contract.

(8) No approval of any invoice, nor any payment, final or otherwise, nor any use or approval of Deliverables by RFTA shall itself constitute Acceptance of the Goods and Services.

(9) RFTA may withhold all or part of any amounts due VENDOR to protect RFTA from a loss, including but not limited to, losses caused by the following:

(a) Failure of VENDOR to make proper payments to its subcontractors for Goods and Services.

(b) Failure of VENDOR to carry out and/or remedy the Goods and Services in accordance with the Contract.

(c) Vendor's breach of warranties.

(10) By acceptance of final payment under the Contract, VENDOR waives any and all further claims against RFTA arising out of or in connection with provision of the Goods and Services provided under the Contract.

(11) VENDOR shall maintain books and records supporting all amounts invoiced to RFTA. VENDOR shall preserve such books and records for the duration of this Contract and for three (3) years thereafter, during which time RFTA and its representatives shall have

access to such books and records and shall have the right to make any copies thereof for the purpose of auditing or verifying invoices or for any other reasonable business purpose.

(12) VENDOR 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 VENDOR becomes aware that such records are inaccurate or incomplete, VENDOR will promptly notify RFTA in writing.

ARTICLE 13 – EMPLOYMENT OF AUTHORITY'S PERSONNEL

The VENDOR 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 14 – REVIEW OF WORK

Authorized representatives of RFTA may, at all reasonable times review and inspect the Goods and Services, financial reports, and data collected under the terms of this Contract and any amendments thereto. All reports, drawings, studies, specifications, estimates, maps, and computations prepared by or for the VENDOR 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 VENDOR of its professional obligation to correct, at its expense, any of its negligent errors in the work.

ARTICLE 15 – CHANGES

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

(2) Contract Amendments. RFTA shall issue Contract Amendments to make additions, deletions, or changes to the required Goods and Services. To initiate a Contract Amendment, RFTA shall send VENDOR a Request for Contract Amendment. Upon receipt, VENDOR shall prepare an estimate of the effects of the change on the Contract Budget and/or Term of Contract. Upon agreement between VENDOR 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 16 – SUBSTANTIAL CHANGES

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

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

ARTICLE 17 – INDEMNIFICATION

(1) Professional Liability. The VENDOR shall exercise in its provision of the Goods and Services the standard of care normally exercised by nationally recognized organizations engaged in providing comparable goods and services. The VENDOR 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 VENDOR to comply with this standard.

(2) Indemnification. To the fullest extent permitted by law, the VENDOR shall indemnify, defend, and hold harmless RFTA and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the provision of the Goods and Services, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Goods and Services) including the loss of use resulting there from, but only to the extent caused by the negligent act or omission of, or breach of contract by, the VENDOR, any subcontractor of the VENDOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Parties agree that nothing contained herein waives or is intended to waive any protections that may be applicable to RFTA under the Governmental Immunity Act, §24-10-101 et. Seq., C.R.S., or any other rights, protections, immunities, defenses or limitations on liability provided by law, and subject to any applicable provisions of the Colorado Constitution and applicable laws.

Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Contract. RFTA may, if it so desires, withhold the payments due the VENDOR 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 VENDOR, any subcontractor of the VENDOR, 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 VENDOR or any subcontractor under the Worker's Compensation acts, disability benefits acts or other employee benefits acts.

ARTICLE 18 – INSURANCE

(1) Procurement – CONTRACTOR and its subcontractors shall procure and maintain, until all of their obligations have been discharged, including until any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to

property which may arise from or in connection with the performance of the Work performed hereunder by the CONTRACTOR, its agents, representatives, employees, or subcontractors.

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

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

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

   Limits of Liability
   General Aggregate: $2,000,000
   Each Occurrence: $1,000,000

b. Workers Compensation and Employer's Liability Insurance

   Limits of Liability

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

c. Business Automobile Liability

   Limits of Liability
   Combined Single Limit (Bodily Injury & Property Damage): $1,000,000

d. Professional Liability

   Limits of Liability
   General Aggregate: $1,000,000

(3) Primary Insurance – The CONTRACTOR's insurance coverage shall be primary insurance with respect to RFTA, its Board of Directors, officials, agents, and employees. Any insurance or self-insurance maintained by RFTA, its officers, officials, agents, or employees shall be in excess to the coverage of the CONTRACTOR's insurance and shall not contribute to it.

(4) RFTA as Additional Insured – RFTA shall be named as an additional insured party under the CONTRACTOR's Business Automobile Liability and Commercial General Liability policies, providing that such insurance is primary with respect to claims made by RFTA, and these policies shall be occurrence-based policies, and shall specifically

provide that all coverage limits are exclusive of costs of defense, including attorney fees. The CONTRACTOR shall provide certificates of insurance to RFTA indicating compliance with this paragraph.

(5) Waiver of Subrogation – CONTRACTOR and RFTA waive all rights against (1) each other and any of their vendors, agents and employees, each of the other, and (2) RFTA, CONTRACTOR, and any of their contractors, subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by property insurance provided under the contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the RFTA as fiduciary.

CONTRACTOR shall require its agents and employees, by appropriate agreements, written where legally required for validity, to obtain similar waivers in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. This requirement for a waiver of subrogation does not apply to CONTRACTOR's Professional Liability insurance policy.

(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 certificates(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 policies.

(f) A waiver of subrogation endorsement has been attached to the Worker's Compensation and General Liability 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 19 – SUBLETTING, ASSIGNMENT, OR TRANSFER

It is understood by the parties to this Contract that the work of the VENDOR is considered personal by RFTA. The VENDOR 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 VENDOR 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 VENDOR and any subcontractor shall comply with all provisions of this Contract. RFTA's approval of any assignment, sublet, or transfer shall not release the VENDOR of any obligation under this Contract. As between RFTA and the VENDOR, the VENDOR shall be fully responsible for the acts and omissions of the subcontractors and persons either directly or indirectly employed by the VENDOR. 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 20 – TERMINATION

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

(1) Termination for Cause: If the VENDOR fails to perform in the manner called for in this Contract or if the VENDOR 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 VENDOR setting forth the manner in which the VENDOR has breached or is in default. The VENDOR will only be paid the contract price for Goods and Services provided in accordance with the manner of performance set forth in this Contract.

If it is later determined by RFTA that the VENDOR 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 VENDOR, RFTA, after setting up a new delivery of performance schedule, may allow the VENDOR 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 VENDOR 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 VENDOR 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 VENDOR. Any such termination for breach or default shall not in any way operate to preclude RFTA from also pursuing all available remedies against the VENDOR 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 VENDOR 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 VENDOR will be paid compensation for those Goods and Services actually provided. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by the VENDOR which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

(3) Suspension of Performance: RFTA shall have the right to suspend, delay or interrupt VENDOR from any part or all of the Work pursuant to the Contract. RFTA may, at any time, at will and without cause, suspend, delay, interrupt or terminate any part or all of the Work for any reason whatsoever for such period of time as RFTA may determine by giving written notice to VENDOR specifying the part of the Work to be suspended, delayed, interrupted or terminated and the effective date of such suspension, delay, interruption or termination. VENDOR shall continue to prosecute the part of the Work not suspended, delayed, interrupted or terminated and shall properly protect and secure the part of the Work so suspended, delayed, interrupted or terminated. If any part of the Work is so suspended, delayed, interrupted or terminated, VENDOR shall be entitled to payment of reasonable standby fees (or at RFTA's option, payment for demobilization and subsequent remobilization) and of costs directly associated with protecting and securing the affected Work. No payment shall be made by RFTA however, to the extent that such Work is, was, or could have been suspended, delayed, or interrupted under the Contract or an equitable adjustment is made or denied under another provision of the Contract. In case of such suspension, delay, interruption or termination, RFTA will

issue a written contract directive to the VENDOR or authorize a Contract Amendment making any required adjustment to the date of Substantial Completion or the Vendor's compensation. For the remainder of the Work, the Contract shall remain in full force and effect.

ARTICLE 21 – 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.

ARTICLE 22 – CLAIMS AND DISPUTES

a. 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 VENDOR 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.

b. Time limits on Claims. Claims by VENDOR 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.

c. Continuing Contract Performance. Pending final resolution of a claim, including litigation, unless otherwise directed by RFTA in writing, the VENDOR shall proceed diligently with performance of the Contract and RFTA shall continue to make payments in accordance with the Contract.

d. 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 23 – 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 Vendor's compensation or contract time or both. If there is a surety and there appears to be a possibility of Vendor'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 VENDOR in opposition to such determination must be made within 21 days after RFTA has given notice of the decision.

If VENDOR does not agree on an adjustment of the Vendor'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 VENDOR 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 Chief 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 Vendor's written request for the RFTA CEO to attempt settlement or resolve the controversy, RFTA shall notify the VENDOR 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 CEO shall also inform the VENDOR of its rights to an administrative review by the RFTA Board of Directors, acting as the RFTA Procurement Appeals Board, as provided in Section 3.17 of RFTA's Procurement Manual.

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 VENDOR, the VENDOR delivers a written appeal to the RFTA General Counsel for consideration by the RFTA Procurement Appeals Board. The appeals proceeding shall be de novo.

The RFTA Procurement Appeals Board shall, at its next regularly scheduled monthly meeting, review the claims, hear evidence from VENDOR and RFTA and render a decision. The decision on the appeal by the RFTA Procurement Appeals Board shall be final and conclusive and shall become binding upon the VENDOR and the VENDOR shall abide by the decision unless the same is fraudulent or so grossly erroneous as necessarily to imply bad faith.

This provision can be affirmatively pled by RFTA in any suit involving a question of fact arising under this Contract as limiting judicial review of any such decision. In connection with any appeal proceeding under this clause, the VENDOR shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final

decision of a dispute hereunder, the VENDOR shall proceed diligently with the performance of the Contract and in accordance with the Appeals Board's decision.

In addition to the requirements of Article 26 in this Contract entitled "Notices", a copy of any written notices, appeals, and documents pertaining to a contract claim or dispute under this Article shall also be delivered to RFTA's Procurement Manager and General Counsel.

VENDOR 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 VENDOR. Such rights and remedies shall survive the project or any termination of this Contract.

ARTICLE 24 – 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 25 – ASSIGNABILITY

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

(2) Assignability by RFTA. This Contract shall be available for use by other public agencies. Each public agency shall have the option of participating in this Contract at the same prices, terms and conditions as RFTA provided that RFTA agrees in writing to the assignment of contract rights.

Once assigned, each agency will enter into its own contract with the VENDOR. RFTA shall incur no financial responsibility in connection with contracts issued by another public agency. The public agency shall accept sole responsibility for placing orders or payments to the VENDOR.

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

ARTICLE 26 – 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 VENDOR:
Company Name
Company Address
ATTN: Company Representative, Title

Notice to RFTA:
Roaring Fork Transportation Authority
0051 Service Center Drive
Aspen, CO 81611
ATTN: Dan Blankenship, CEO
Copy to: Collina Washington, Procurement Manager

(3) Telephonic and electronic mail communications and facsimile transmittals may be used to expedite communications, but neither shall be considered official communications under this Contract unless and until confirmed in writing in accordance with this Article 26, paragraph (1) above.

ARTICLE 27 – LIQUIDATED DAMAGES

Time is of the essence in the provision of the Goods and Services under the Contract. In the event of Vendor's failure to provide the Goods and Services as specified in the Contract, it would be difficult to determine the exact amount of the loss or damages suffered by RFTA due to the Vendor's failure to perform the Work; therefore:

For every day that the Work is not completed after the agreed upon Milestone Payment Schedule, included in Exhibit B – Compensation and Method of Payment for Goods and Services, the VENDOR will be liable to RFTA in the amount of one-thousand and 0/100 dollars ($1,000.00), as liquidated damages and not as penalty, for each and every day the VENDOR shall be in default. This clause will not apply to any failure to perform the Work due to acts of God, acts of the Public Enemy, acts of the Government (in either its sovereign or contractual capacity), fires, floods, strikes, and unusually severe weather; provided, that the VENDOR shall, within five (5) days of any such failure to perform, notify a designated representative of RFTA in writing of the causes of same and the facts relating thereto.

RFTA reserves that right to waive the liquidated damages for non-performance of the Work. A written request for said waiver shall be forwarded to the RFTA Procurement Manager as soon as the VENDOR is aware of circumstances that have caused the delay. Said request shall include a statement of cause and expected time delay.

It is expressly understood and agreed to by the Parties that the VENDOR shall not be entitled to damages or compensation and shall not be reimbursed for losses on account of delays resulting from any cause under this provision.

ARTICLE 28 – PERFORMANCE BOND

The VENDOR shall furnish, at its own expense, a performance bond, payable to RFTA in the amount of one-hundred percent (100 %) of the full expected cost of the Goods and Services to be provided, as a guarantee of good faith on behalf of the VENDOR that the terms of the Contract will be complied with in every particular way. The performance bond shall be secured by a surety company licensed to do business in Colorado. The performance bond shall remain valid and in effect for the full term of this Contract.

A cash deposit, certified check, irrevocable Letter of Credit ("LOC"), or other negotiable instrument may be accepted by RFTA in lieu of a performance bond. The form of any substitution in lieu of a performance bond must be approved by the RFTA General Counsel. The cash deposit, certified check, irrevocable LOC, or other negotiable instrument accepted in lieu of a performance bond must remain valid and in effect for the full term of this Contract. Vendor's failure to maintain a valid performance bond or a valid, approved substitution for a performance bond, for the full term of this Contract will be deemed a breach of the Contract.

If used as a substitution for a performance bond, the LOC shall be irrevocable, unconditional, and issued by an acceptable federally-insured financial institution that is licensed to do business in Colorado. The LOC must be valid for the entire Contract term, or it must contain an expiration date that is a minimum of one (1) year from the date of issuance with a provision that states that the LOC shall be automatically extended for successive one (1) year periods until the Contract term is completed. The Contract term shall end the later of 90 days following final payment or until completion of any warranty period.

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 – OWNERSHIP OF DOCUMENTS

The VENDOR 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 VENDOR other than that provided for

in this Contract. The VENDOR shall not have the right to use same for sale or other benefit without express written permission from RFTA.

ARTICLE 31 – 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 VENDOR 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 32 – COPYRIGHTING

The VENDOR 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 VENDOR are hereby assigned completely and solely to RFTA. Publication rights to any works produced under this Contract are reserved by RFTA.

ARTICLE 33 – 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 Goods or Services, their conduct, results, or data gathered or processed should be released by the VENDOR without prior approval from RFTA, the release of same shall constitute grounds for termination of this Contract without indemnity to the VENDOR. In addition, the VENDOR 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 VENDOR, 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 VENDOR acknowledges and agrees that all records of the Services and the work, including records of the VENDOR and its subcontractors are subject to the Colorado Open Records Act, C.R.S. 24-72-201 through 24-72-309 et seq.

ARTICLE 34 – COVENANT AGAINST CONTINGENT FEES

The VENDOR shall comply with all relevant requirements of all Federal, State, and local laws. The VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the VENDOR, 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 VENDOR, 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 35 – 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, VENDOR, 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 36 – WARRANTIES

The VENDOR 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. VENDOR further warrants and agrees that it, and any persons assigned by VENDOR, shall perform this Contract in compliance with all federal, state, and local laws, statutes, acts, ordinances, rules, regulations, codes, or standards.

ARTICLE 37 – 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 38 – 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 39 – 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 40 – 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 41 – 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 42 – 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) VENDOR 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) VENDOR 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 VENDOR 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 VENDOR 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 43 – 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. VENDOR understands that Federal laws, regulations, policies, and related administrative practices applicable to the Contract may be modified from time to time. VENDOR 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, VENDOR shall comply with the Federal, State, and RFTA imposed requirements contained in this Contract.

ARTICLE 44 – NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) RFTA and VENDOR 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, VENDOR, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

(2) The VENDOR 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 45 – PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

(1) The VENDOR 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 VENDOR 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 VENDOR 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 VENDOR to the extent the Federal Government deems appropriate.

(2) The VENDOR 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 VENDOR, to the extent the Federal Government deems appropriate.

(3) The VENDOR 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 46 – 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 VENDOR 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 VENDOR which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The VENDOR 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 VENDOR 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 VENDOR 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 47 – FEDERAL CHANGES

VENDOR 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. Vendor's failure to so comply shall constitute a material breach of this Contract.

ARTICLE 48 – 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 VENDOR 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 VENDOR 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 VENDOR 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 VENDOR 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 VENDOR 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 VENDOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the VENDOR 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 VENDOR 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 VENDOR agrees to comply with any implementing requirements FTA may issue.

(3) The VENDOR 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 49 – 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 2012 (October 1, 2010 – September 30, 2012) is 20%. A separate contract goal has not been established for this Contract.

(2) The VENDOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The VENDOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the VENDOR 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 VENDOR signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(3) The VENDOR will be required to report its DBE participation obtained through race-neutral means throughout the Term of Contract.

(4) The VENDOR 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 Vendor's receipt of payment for that work from RFTA. In addition, the VENDOR may not hold retainage from its subcontractor(s).

(5) The VENDOR 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 VENDOR 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 50 – 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 VENDOR 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 51 – ENERGY CONSERVATION

The VENDOR 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 52 - DEBARMENT AND SUSPENSION

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the VENDOR is required to verify that neither the VENDOR, 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 VENDOR 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, VENDOR 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 VENDOR 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 VENDOR agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the Term of Contract. The VENDOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 53 – FLY AMERICA REQUIREMENTS

The VENDOR 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 VENDOR 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 VENDOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

ARTICLE 54 – CLEAN WATER REQUIREMENTS

(1) The VENDOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The VENDOR agrees to report each violation to RFTA and understands and agrees that RFTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The VENDOR also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

ARTICLE 55 – CLEAN AIR REQUIREMENTS

(1) The VENDOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The VENDOR agrees to report each violation to RFTA and understands and agrees that RFTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The VENDOR also agrees to include these requirements in each subcontract

exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

ARTICLE 56 – CARGO PREFERENCE (USE OF UNITES STATES FLAG VESSELS)

The VENDOR agrees:

(1) To utilize privately owned United States flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates of United States flag commercial vessels; and

(2) To furnish within twenty (20) working days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipments originating outside of the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph above to RFTA (through the prime contractor in the case of a subcontractor's bills-of- lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 7th Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the project; and

(3) To insert these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

ARTICLE 57 – LOBBYING

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

The Certification Regarding Lobbying submitted by VENDOR with its proposal is attached to this Contract in Exhibit D – VEDOR Response to RFP.

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

ARTICLE 58 – AUTHORIZATION

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

ARTICLE 59 – CONTRACT SUBJECT TO APPROPRIATION

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

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

CONTRACTOR:

By: _____

Contractor Representative

Title: _____

Address:

ROARING FORK TRANSPORTATION AUTHORITY:

By: _____

Dan Blankenship

Chief Executive Officer

Address:

2307 Wulfsohn Road
Glenwood Springs, Colorado 81601

APPROVED AS TO FORM AND LEGALITY

By: _____
Walter Mathews, IV
RFTA General Counsel

EXHIBIT A

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

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

EXHIBIT B

COMPENSATION AND METHOD OF PAYMENT FOR GOODS AND SERVICES

1. Total Compensation

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

The maximum compensation under this Contract may only be modified by written agreement of both parties to the Contract in the form of a Contract Amendment as specified in Article 15 of the Contract.

2. General Terms and Conditions

A. For full and complete compensation for all work, materials, and services furnished under the terms of this Contract, the VENDOR shall be paid the fixed price specified in Exhibit B, Section 1 above.

B. The fixed price amount for the Contract shall not be exceeded unless RFTA determines that there is a requirement for a substantial change in the scope, character, or complexity of the Work from that originally negotiated for the Contract and issues a Contract Amendment.

C. RFTA shall pay the VENDOR for Goods and Services provided in accordance with Article 12 of the Contract.

D. The VENDOR expressly agrees that he shall do, perform and carry out in a satisfactory and proper manner, as determined by RFTA, all of the Work 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 VENDOR shall be paid based upon the percentage of work completed at the point of termination.

3. Partial Payment

Payment for Goods and 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 VENDOR in the full amount of the actual work completed, less the total of all previous payments, up to the total fixed price amount identified in Exhibit B, Section 1 above.

4. Final Payment

Upon completion, delivery and acceptance of all work contemplated under the Contract, the VENDOR 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 VENDOR.

The VENDOR 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.

5. Milestone Payment Schedule

(To be negotiated with VENDOR.)

EXHIBIT C

REQUEST FOR PROPOSALS FOR TRANSIT TICKET VENDING MACHINES

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

EXHIBIT D

PROPOSAL SUBMITTED BY VENDOR IN RESPONSE TO RFP

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

PART IV

FORMS & CERTIFICATIONS

PROPOSAL CHECKLIST

The following items must be included in your proposal in order to receive consideration. Failure to complete all forms or provide the requested information shall result in your submission being ruled non-responsive. Non-Responsive Bids will not be awarded the contract. Please sign and date each form and/or certification. No proposal shall be considered unless it contains all fully executed certifications. Please refer to Section I, Part 1.31 – Information Required from the Proposer for more details. ***This form is <u>for your information only</u> and is not required to be submitted with your proposal*.**

☐	**Cover Sheet**		(p. 13)
☐	**Cover Letter**		(p. 14)
☐	**Statement of Proposer's Qualifications**		(p. 14)
☐	**Proposer's Approach to Provision of Services**		(p. 15)
☐	**Financial Statements**		(p. 15)
☐	**Program Management Plan**		(p. 22)
☐	**Attachment A**	Cost Proposal Summary ***(in separate .pdf)***	(p. 67)
☐	**Attachment B**	General Function Requirements	(pp.23-33)
☐	**Attachment C**	Proposer Questionnaire	(pp. 68-69)
☐	**Attachment D**	Acknowledgement of Addenda	(p. 70)
☐	**Attachment E**	Certification Regarding Lobbying	(p. 71)
☐	**Attachment F**	Affidavit of Non-Collusion	(p. 72)
☐	**Attachment G**	Debarment & Suspension	(p. 73)
☐	**Attachment H**	Conflict of Interest	(p. 74)
☐	**Attachment I**	DBE Letter of Intent	(p. 76)
☐	**Attachment J**	DBE Affidavit	(p. 77)
☐	**Attachment K**	DBE Unavailability Certification	(p. 78)

ATTACHMENT A

COST PROPOSAL SUMMARY

The proposers shall submit their price proposals on this form. Note that units and/or quantities shall include the numbers specified in previous sections, and shall include spares as determined by the contractor for effective system operation.

RFTA is exempt from federal excise, federal transportation and state sales tax and such taxes shall not be included in price quotations.

It is understood that the prices detailed on the attached Cost Proposal constitutes the proposers total price for completing the work described in the RFP. RFTA will not incur other additional costs for any additional equipment, services, shipping, handling or installation.

Unit prices provided will be used as a basis for cost adjustments during the project. It is understood that these unit prices will hold for the duration of the project (until final system acceptance).

The contractor will identify all computer and network requirements; however RFTA will procure such items independent of this contract.

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Ticket Vending Machines	9	$_____	$_____

ATTACHMENT C

PROPOSER QUESTIONNAIRE

A. SUBMITTING BUSINESS ENTITY IDENTIFICATION & OWNERSHIP DISCLOSURE

Company: _____

Contact Person: _____

Title: _____

Address: _____

_____

Telephone No.: _____

Organized under the laws of the State of _____

Principal place of business located at _____
_____

Taxpayer Identification Number: _____
Indicate which of the following apply:

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

B. OTHER INFORMATION

1. General character of work performed by your firm:
   _____
   _____
   _____

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

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

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

_____
_____
_____

5. Please indicate if your firm, subcontractor or any persons associated therewith in the capacity of owner, partner, director, officer or any other position involving the administration of federal funds[2]:

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

CERTIFICATION

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

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

Signature _____ Date _____
Printed Name _____ Title _____

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

ATTACHMENT D

ACKNOWLEDGMENT OF ADDENDA

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

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

ACKNOWLEDGMENT OF ADDENDA

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

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

Offeror: _____
Name

Street Address

City, State, Zip

Signature of Authorized Signer

Title

Phone

ATTACHMENT E

CERTIFICATION REGARDING LOBBYING

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING[3]

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

_____ Signature of Proposer's Authorized Official

_____ Name of Proposer's Authorized Official

_____ Title of Proposer's Authorized Official

_____ Date

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

ATTACHMENT F

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 _____.

ATTACHMENT G

DEBARMENT AND SUSPENSION CERTIFICATON

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

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

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

_____

Signature of the Offeror’s Authorized Official

_____

Name and Title of the Offeror’s Authorized Official

_____

Date

ATTACHMENT H

CONFLICT OF INTEREST STATEMENT

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

In addition, please be sure to include descriptions of relationships with any or all RFTA Board Members and employees that create, or may appear to create, any real and/or apparent conflicts of interest. I hereby disclose the following persons, entities, or interests with which there is an interest or involvement that may result in an actual or potential conflict of interest, directly or indirectly:

1. Name:
   Relationship to Proposer:
   Description of Conflict:

2. Name:
   Relationship to Proposer:
   Description of Conflict:

3. Name:
   Relationship to Proposer:
   Description of Conflict:

4. Name:
   Relationship to Proposer:
   Description of Conflict:

5. Name:
   Relationship to Proposer:
   Description of Conflict:

_____
Witness

_____
Signature

_____
Title

_____
Date

GOOD FAITH EFFORT

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

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

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

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

1. Soliciting through all reasonable and available means (e.g. attendance at pre-proposal meetings, advertising and/or written notices) the interest of all certified DBE's who have the capability to perform the work of the contract. The Proposer must solicit this interest within sufficient time to allow the DBE's to respond to the solicitation. The Proposer must determine with certainty if the DBE's are interested by taking appropriate steps to follow up initial solicitations.

2. Selecting portions of the work to be performed by DBE's in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

3. Providing interested DBE's with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

4. Negotiating in good faith with interested DBE's. It is the Proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE's that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE's to perform the work.

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

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

ATTACHMENT I

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 J

DBE AFFIDAVIT *(To be completed by DBE)*

STATE OF _____ (DATE _____)

COUNTY OF _____

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

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

of its certification by the Colorado Department of Transportation (CDOT), *UCP or other *DOT, the certification has not been revoked nor has it expired nor has there been any change in the minority status of _____.
(Name of DBE)

_____
(Signature and Title of Person Making Affidavit)

Sworn to before me this _____ day of _____, 20_____.

_____
(Notary Public)

Affix Seal Here:

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

*Please list other entity _____

ATTACHMENT K

DBE UNAVAILABLE CERTIFICATION

To be completed by Prime Contractor:

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

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

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

_____

_____

_____

Signature: _____ Date: _____

To be completed by DBE:

_____ was offered an opportunity to bid on
(Name of Disadvantaged Business Enterprise)

the above identified work on _____ by _____.
(Date) (Source)

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

_____ _____
(Signature of Disadvantaged Business Enterprise) (Date)

_____
(Title)