

RFP# 110123
REQUEST FOR PROPOSALS



**Transit Service and Zero Emission
Vehicle (ZEV) Plan**

The Mountain Express (MX)

P.O. Box 3482
2 North Eighth Street, Building D
Crested Butte, CO 81224

November 29, 2023

Table of Contents

Transit Service and Zero Emission Vehicle (ZEV) Plan	1
LEGAL NOTICE.....	4
SECTION 1 - INSTRUCTIONS TO PROPOSERS.....	5
1-1 Purpose.....	5
1-2 The MX Services and Needs.....	5
1-3 Procurement Schedule.....	9
1-4 Inquiries, Questions, and Clarifications	10
1-5 Interpretation of and Addendum to RFP Documents	10
1-6 Proposal Submission.....	10
1-8 Proposal Signature	13
1-9 Interviews & Presentations	13
1-10 Proposal Acceptance or Rejection	13
1-11 Disadvantaged Business Enterprise (DBE) Participation	13
1-12 Examination of RFP and Contract Documents	14
SECTION 2 – SCOPE OF WORK	15
2-1 Project Management.....	15
2-2 Project Initiation	15
2-3 Project Tasks	15
2-4 Project Deliverables.....	17
SECTION 3 – PROPOSAL SUBMISSION PROVISIONS	19
3-1 Clarification of Proposals	19
3-2 Modification or Withdrawal of Proposals and Late Proposals.....	19
3-3 Errors and Administrative Corrections.....	19
3-4 Compliance with RFP Terms and Attachments	19
3-5 Single Proposal Response	19
3-6 The MX Protest Procedures	20
SECTION 4 – PROPOSAL EVALUATION AND CONTRACT AWARD	22
4-1 General	22
4-2 Eligibility for Award / Preliminary Proposal Review	22

4-3 Evaluation of Proposals22
4-4 Scoring and Evaluation Criteria23
4-5 Contract Award.....24
4-6 Execution of Contract and Notice to Proceed.....24
4-7 Public Disclosure of Proposals – Colorado Open Records Act.....24
ATTACHMENT A – Proposer Checklist.....25
ATTACHMENT B – Proposal Affidavit.....26
ATTACHMENT C – Acknowledgement of Addenda.....27
ATTACHMENT D – Affidavit of Non-Collusion.....28
ATTACHMENT E – Title VI Assurance.....29

LEGAL NOTICE
November 29, 2023

REQUEST FOR PROPOSALS

The MX Transit Service and Zero Emissions Vehicle (ZEV) Plan

RFP # 110123

Description:

Professional Consulting Services –Transit Service and ZEV Planning

RFP Documents:

Available online in the MX [Dropbox Folder](#) or request by email: ann@raeconsultants.com

Clarifications:

Inquiries are to be submitted to Ann Beauvais via email at ann@raeconsultants.com by 5:00 PM MST, Friday, **December 15, 2023**. The MX will post all addenda in response in its [Dropbox Folder](#) by 5:00 pm MST, Friday, **December 22, 2023**.

Proposal Submission Deadline:

5:00 pm MST, Monday, **January 29, 2024**. Proposals are to be submitted electronically in native PDF format via email only to Ann Beauvais at ann@raeconsultants.com. No hard copy proposals will be accepted.

Notice to all providers is hereby provided, that in accordance with State and Federal laws, The MX will ensure that Disadvantaged Business Enterprises (DBEs) are afforded full opportunity to submit offers and responses to this solicitation, and to participate in any contract consummated pursuant to this notice.

Compliance with Federal and State laws on Equal Opportunity will also be asserted in consideration for the award of this contract. As an equal opportunity employer, the MX prohibits discrimination on the basis of race, creed, color, religion, age, sex, disability, marital status, sexual orientation, political affiliation, national origin, or ancestry.

The MX reserves the right to accept any proposal, or any part or parts thereof, or to reject any and all proposals. Accepted proposal(s) are subject to financial assistance availability from, and concurrence by, the Colorado Department of Transportation (CDOT), who is the primary funder of this project.

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1-1 Purpose

The MX Request for Proposals (RFP) is to engage the services of a qualified, responsive, and responsible professional consulting firm(s) to conduct a comprehensive plan that looks at both the need for transit service improvements and how best to incorporate zero emission vehicles and related technology into the MX fleet and service.

1-2 The MX Services and Needs

The MX public transit service has been in existence since 1978 and was originally designed to address parking and congestion issues brought on by heavy winter traffic by providing free fixed route transportation to residents and visitors in the service area of the towns of Crested Butte and Mt. Crested Butte. While transit service has evolved over the last 30 years based on requests for additional service and available federal, state, and local funding, to include servicing areas such as the townsite of Gothic in the summer months and the residential subdivision of Crested Butte South in the winter months, the MX has not undertaken a formal transit service planning effort to fully identify current and future service needs.

There are two major towns that make up the service area, Crested Butte: 1,635 (2020 population) and Mt. Crested Butte: 938 (2020 population). With residential subdivisions, to include Crested Butte South, the service area encompasses close to 4,000 permanent residents. In addition, the service area welcomes 500,000 annual visitors who also regularly use local public transit. While the core town of Crested Butte can be considered high density and very walkable, the majority of the service area population, to include Mt. Crested Butte and Crested Butte South, are car dependent and access to employment requires car use or public transportation.

The MX offers fare free, year-round, seven day a week, fixed route with ADA complementary paratransit, general public transportation for Crested Butte and Mt. Crested Butte residents and visitors from 7:15 am to 12:00 am (midnight). The MX operates service based on a seasonal structure, with the winter season providing the most service. Detailed service structure is as follows:

Winter service: During the winter months (December-March) the Mountain Express operates five fixed routes utilizing four to twelve vehicles.

1. **Town Shuttle** route – Service is provided between two towns, Crested Butte and Mt. Crested Butte, with 15-minute headways from 7:15 am until 12:00 midnight. Tweener buses will occasionally run every eight minutes during peak periods during the winter.

2. **Condo Three Seasons** route – provides service to six condominium complexes. Provides 15-minute service from 8:00 am until 11:00 pm.
3. **Condo Crystal/Castle** route – provides service to several outlying condominium complexes and private residential streets. Provides 30-minute service from 8:00 am until 11:00 pm.
4. **North Mt Crested Butte** route – Beginning November 22, 2023, **Downtowner** will be operating as an on-demand service, with a fleet of four (4) minivans. For the 2023/2024 ski season, this will be operating as a pilot program and replacing the two (2) below routes (5 and 6).
5. **Condo Columbine/Eagles Nest** route – provides service to the Columbine and Eagles Nest condominiums. Provides hourly service from 8:30 am until 10:30 pm.
6. **Condo Snodgrass Trailhead** route – provides service to Mt. Crested Butte Town Hall, Prospect subdivision and the Snodgrass Trailhead (access to cross county and back country skiing). Provides 30-minute service from 8:00 am until 10:00 pm.

****Spring & Fall service:** The spring and fall are considered the “off season or shoulder season” and service is reduced to reflect lower ridership. During the spring and fall, the Mountain Express operates one fixed route combining three winter routes: 1. Town Shuttle route; 2. Three Seasons condo route; and 3. Crystal/Castle condo route. During the spring (April through mid-June) and fall season (October through November) one bus is running providing 40-minute service from 7:30 am until 11:30 pm.

****Summer service:** During the summer (mid-June through September), the Mountain Express operates three fixed routes utilizing four to eight vehicles.

1. The combined “**Town Shuttle**” route and two condo routes provided in the spring/fall. During the summer season two buses are running providing 20-minute service from 7:30 am until 12:00 midnight. Additional buses are added during peak visitor season to accommodate events such as the Fourth of July.
2. **Express** service between Crested Butte and Mt. Crested Butte. This service is provided without the frequent stops normally provided on the Town Shuttle route. Hours of service are 12:00 noon to 6:00 pm, 20-minute headways.
3. For the summer of 2024, the **above-mentioned Downtowner** on-demand service will replace the below condo service (4), with a fleet of three (3) minivans.
4. **Summer Condo Service** will provide service to the winter condo routes Columbine/Eagles Nest and Snodgrass Trailhead. Service will operate from late June until early August. Provides 30-minute service from 12:00 noon until 10:00 pm.

The MX offers ADA complementary paratransit service separate from the fixed route transportation. This is demand response service that is equivalent to the fixed route service in terms of service characteristics as described under 49 CFR Part 37, Subpart F. ADA paratransit is provided to origins and destinations within a three-quarter mile radius corridor surrounding each fixed route to include the town limits of Crested Butte and Mt. Crested Butte.

Previously the MX and Gunnison County worked with the Two Buttes Senior Center to provide transportation service to seniors and persons with disabilities by subsidizing the Two Buttes senior transportation program, which provided medical, shopping, and social trips from Crested Butte/Mt. Crested Butte to the larger cities of Gunnison, Montrose, and Grand Junction. The County employed the Two Buttes driver staff, and the MX provided and maintained one vehicle for the service, to include paying for insurance and fuel. In 2016, the Two Buttes Senior Center transportation program was discontinued. Because Crested Butte, Mt. Crested Butte, and Gunnison County government officials continue to prioritize this type of service, as of April 1, 2016, MX provides the service with Gunnison County reimbursement through an Intergovernmental Agreement (IGA). MX provides demand response transportation service to seniors of Gunnison County who reside in Mt. Crested Butte, Crested Butte, and the surrounding communities, to the same locations and on the same schedule as was provided by Two Buttes.

The MX service is funded by a permanent voter approved measure of a .95% sales tax in Crested Butte, and a .95% sales tax and a 1% admissions tax in Mt. Crested Butte, approved in the mid 1980s. Supplemental funding for driver salaries and fringe, as well as vehicle fuel, is provided by the Federal Transit Administration (FTA) through the Section 5311 rural general public transit grant program, administered by CDOT. FTA funding represents 15% of the MX's operations budget.

THE MX owns a 23-vehicle fleet used for transportation service provision. The fleet consists of (15) 38-foot and (6) 26-foot clean diesel-powered transit style school buses, manufactured by either Thomas or Blue Bird, and are 100% wheelchair and mobility aid accessible. The MX also has one gasoline powered 14-passenger cutaway bus and one gasoline powered minivan to provide ADA complementary and senior transit services.

The MX currently operates transit service and bus storage/maintenance out of a shared public works campus in the Town of Crested Butte. The building, known as Building D on the public works campus, is a bus only five-bay maintenance facility with 6,600 square feet. There is 1,100 square feet of office space adjacent to the maintenance area that houses administrative staff. The only overnight indoor bus storage for the 22-bus fleet is accessing one of the five bays if a vehicle is down for repair or the space is available for use. Therefore, the majority of the MX fleet is housed outside in an uncovered and unpaved lot behind Building D, regardless of weather conditions, which can be severe in the winter at 9,500 feet in elevation with temperatures that routinely fall well below zero degrees Fahrenheit. The MX also owns four staff support vehicles, to include a service truck, that also have to be stored outside or in one of the five maintenance bays.

The Town of Crested Butte applied for, and received, FTA 5309 grant funds in 2008/2009 to construct Building D for MX use. The Town of Crested Butte owns Building D and leases the space to the MX. At that time, the public works campus was the most logical and available location for a facility, allowing the Town to receive grant funds and manage the project, as the MX was limited in the amount of local share commitment for the project.

While Building D has served an important function for the provision of local public transit service over the last 14 years, it was clear from the outset that this building was not meant to be a permanent solution for all MX bus storage and maintenance needs.

In 2018, an opportunity to purchase new land was presented by the Whetstone Industrial Park, just south of the Town of Crested Butte proper, when several adjoining land lots went up for sale. While the MX provides local public transit service in the two towns and nearby surrounding residential areas, there is also a regional public transit service provider funded and supported by Gunnison County, the Gunnison Valley Rural Transportation Authority (GVRTA). GVRTA was also in need of land at the north end of their transportation route in Crested Butte, to build a storage facility for their vehicles to be housed overnight.

The MX and GVRTA chose to move forward with a combined land lot purchase, to include three adjoining land lots purchased between 2018-2020, with the intention of building a joint transit operations and maintenance facilities campus. The two entities then began initial planning work, partially funded by CDOT administered FTA Section 5304 funding, to develop a facility needs assessment and initial campus and land use design, with the intent of the MX applying for FTA funds to help fully actualize the project, as state funding alone would only fund half of the project.

GVRTA has been able to move forward with their facility on the Whetstone land lots, but the MX has been unable to secure the needed FTA funds to move forward. In the planning for building a new facility, the 5304 funded facility needs assessment identified opportunities to become more energy efficient, including using solar power and incorporating battery electric buses into the service fleet.

FTA has highlighted in their facility application requirements that if an organization chooses to incorporate battery electric vehicles into the fleet and charging infrastructure as part of a facility build a Zero Emissions Vehicle (ZEV) plan must also be submitted with the funding application.

As a result, in 2022, the MX applied for, and was awarded by CDOT, both additional FTA Section 5304 funding, as well as Clean Transit Enterprise funding, to complete a joint planning effort with the goal of both plans providing a comprehensive and long-term implementation plan for service enhancements and how best to move forward with incorporating zero emission vehicles into the service fleet and new facility build.

A transit service and ZEV plan is necessary given the current population growth of the current communities served, as well as the increased visitor population in not only the winter months, but during the summer season as well. The plan can assist in developing proper organizational capacity of the MX, and to assess and plan for growing and changing vehicle and facility needs in light of Crested Butte’s 2019 [Climate Action Plan](#) and the State of Colorado’s push to incorporate more sustainable fuel sources into public transportation. This plan will be vital in assisting the MX develop strategic partnerships moving forward at the local, regional, and state levels and further access federal grant funds for operating and capital needs.

In addition to the Climate Action Plan, the MX requests proposers review the following documents and resources to help better understand the scope of the project and what work has been completed recently by the Towns of Crested Butte and Mt. Crested Butte in relation to transportation needs.

[Town of Mt. Crested Butte Master Plan](#)

[Town of Crested Butte Transportation and Mobility Plan](#): see Resource Library for current draft version.

The MX’s 5-Year Strategic Plan: See Attachment G.

If necessary, the MX encourages professional services consulting firms to team and propose together to provide for a comprehensive service and ZEV plan in the same document.

1-3 Procurement Schedule

RFP Available:	November 29, 2023
Question/Clarification Deadline:	December 15, 2023 (5pm MST)
The MX Question/Clarification Addendum Posted:	December 22, 2023 (5pm MST)
Proposals Due:	January 29, 2024 (5pm MST)
Potential Interview(s) Conducted:	February 12-13, 2024
Award Recommendation to the MX Board:	February 15, 2024
Award Notification:	February 16, 2024
Contract Execution/Notice to Proceed:	March 1, 2024

1-4 Inquiries, Questions, and Clarifications

All correspondence should be titled **The MX Transit Service and ZEV Plan RFP # 110123**, be in written format, and directed to Ann Beauvais, the MX Procurement Agent, at ann@raeconsultants.com. Correspondence will not be accepted by any other means or to any other MX related staff member.

1-5 Interpretation of and Addendum to RFP Documents

No oral interpretations as to the meaning of the RFP will be made to any proposer. Any explanation desired by a proposer regarding the meaning or interpretation of information provided in the RFP must be requested in writing and with sufficient time allowed, as defined in 1-3 Procurement Schedule, for a reply to reach all proposers before the submission of proposals.

The MX reserves the right to revise or amend any portion of this RFP prior to the date and time for the proposal delivery. Such revisions and amendments, if any, shall be issued through addenda to this RFP. Copies of such addenda and/or amendments shall be placed in the MX [Dropbox Folder](#). All addenda will be furnished as promptly as is practicable and at least seven (7) calendar days prior to the proposal due date. All addenda will become part of the RFP and any subsequently awarded contract.

Proposers must acknowledge receipt of any addenda issued via **Attachment C – Acknowledgement of Addenda** as part of proposal submission.

If the revisions or addenda require changes in requested information or the format for proposal submission, the established date for submission of proposals contained in this RFP may be postponed by such number of days as, in the MX's opinion, shall enable proposers adequate time to revise their proposals.

THE MX reserves the right to cancel this RFP at any time or change the date and time for submitting proposals by announcing prior to the date and time established for proposal submission.

1-6 Proposal Submission

The proposer will submit proposals electronically in native PDF format via email only to Ann Beauvais, the MX Procurement Agent, at ann@raeconsultants.com. No hard copy proposals will be accepted.

One original copy of the proposal in native PDF can include all signed affidavits and certifications, or the affidavits and certifications can be submitted in a separate PDF.

To satisfy Federal and State requirements, documents are to be native PDF and unlocked so that the file can be separated and signed affidavits and certifications can be shared with CDOT as appropriate.

All proposals must be clearly marked as **The MX Transit Service and ZEV Plan RFP # 110123 Proposal** with the time and date proposals are due.

1-7 Proposal Format and Required Content

Proposals shall be prepared in a clear and concise manner. Proposal sections shall be marked/tabbed to coincide with the sections of the RFP and pages should be numbered in each section.

There is no page limitation or minimum document size, but any information the proposer submits is expected to be concise and relevant to the RFP. Illustrations may be included in the proposal. Proposals that do not adhere to the required format, are difficult to read, or are deemed illegible by the MX may be rejected.

Proposals shall adhere to the following format and contain the following items in the order outlined below:

A. Cover Letter that includes the following information:

1. Identification of the proposer(s), including company/firm name, and name, telephone number, and email address of the appropriate company/firm contact person.
2. Proposed working relationship among proposing companies/firms, i.e. prime-subcontractors, partnerships, as applicable.

B. Company/Firm Qualifications and Capabilities

1. Name(s) and title(s) of all key personnel proposed for the duration of the project. In the event that interviews are conducted, also provide the designated personnel required to attend. This information should include any subcontractor the proposer has chosen to include, as well as the designation of tasks to the subcontractor's personnel.
2. Brief profile of the proposer company/firm, including principal line of business, year founded, form of organization, and a general description of the company/firm financial condition. Identify any conditions (bankruptcy, pending merger, pending litigation, and/or planned office closures) that may affect the proposer's ability to complete the project.

3. All qualifications and organizational capabilities that will establish the proposer as a satisfactory provider of the required service by reason of its strength and stability.
4. Current information on professional errors and omissions coverage carried by proposer, including name of insurer and coverage limits.

C. Related Experiences and References

1. Examples of similar contracts the proposer has undertaken (indicating current status of the contract) within the last two years. For each reference cited as related experience, furnish the name, title, email address, and telephone number of the person(s) at the reference organization who is/are the most knowledgeable about the work performed.

D. Technical Proposal

1. Narrative demonstrating understanding of the project.
2. Narrative plan explaining the proposer's project approach to the tasks outlined in this RFP, to include a detailed description of the proposer's capability to handle the technical requirements involved with this project.

E. Personnel Availability

1. Narrative description of proposer's current workload and capacity to start work in March 2024 and complete the work for the MX in a six-to-nine-month timeframe.

F. Cost Proposal

1. Itemized cost proposal to include project management and then hours proposed by task. The cost proposal is to be written to allow the MX to determine if all proposed tasks are necessary or if tasks proposed can be negotiated or amended prior to award and contract. Labor rates should be fully loaded and delineated by personnel classification and task. Direct expenses, to include travel, printing, materials, and supplies, should be itemized separate from labor rates. The MX anticipates conducting as much work remotely as the project allows for and to not expend a large portion of the overall project budget on travel.

G. Required Attachments

1. ATTACHMENT A – Proposer Checklist
2. ATTACHMENT B – Proposal Affidavit
3. ATTACHMENT C – Acknowledgement of Addenda
4. ATTACHMENT D – Affidavit of Non-Collusion
5. ATTACHMENT E – Title VI Assurance
6. ATTACHMENT F – FTA Clauses/Certifications Acknowledgment

1-8 Proposal Signature

Proposals shall include **ATTACHMENT B – Proposal Affidavit** as evidence of the proposer's commitment to bind the company/firm to the terms of the RFP and potential contract. Proposals signed by an agent are to be accompanied by evidence of that person's authority.

1-9 Interviews & Presentations

The MX reserves the right to schedule interviews and presentations with proposers after initial review of proposals to allow selected proposers to present approaches to this project in greater detail.

If selected, interviews and presentations would be conducted online via GoToMeeting. The interview and presentation will last approximately one hour, with the presentation portion of the session limited to 30 minutes. The remainder of the time will be used for follow-up discussion and questions.

1-10 Proposal Acceptance or Rejection

THE MX reserves the right to accept any proposal, or any part or parts thereof, or to reject any and all proposals. Accepted proposal(s) are subject to financial assistance availability from, and concurrence by, CDOT, who is the primary funder of this project.

1-11 Disadvantaged Business Enterprise (DBE) Participation

Although there is no specific DBE goal for this project, the MX requests that proposers make every effort to contract with DBEs as appropriate. For proposers to receive credit for the use of a DBE, the Colorado Unified Certification Program (CO-UCP) must certify the proposed DBE company/firm prior to submission of the proposal. Please identify in the **Cover Letter** any use of certified DBEs.

1-12 Examination of RFP and Contract Documents

Proposers are expected to examine Section 2 - Scope of Work, schedules, compliance requirements, and all instructions. Failure to do so will be at the proposer's risk. The service(s) proposed must be high quality in all respects. No advantage will be taken by the proposer in the omission of any part or detail which goes to make the service(s) complete. All manner of services not herein contained or specified shall be of the industry standard and shall conform to the best practices known in the industry.

SECTION 2 – SCOPE OF WORK

2-1 Project Management

While the MX is not requiring the proposer to have a physical office in Colorado, the proposer must be able to offer services in the State of Colorado and the ability to offer adequate access to personnel as needed to complete the project timely.

The company/firm will manage the project through a process of open and frequent communication. The company/firm will be expected to facilitate regular meetings organized around key deliverables. The company/firm will be able to commit to making staff readily available through the duration of the project.

The company/firm will employ a thorough quality assurance and project management process, which includes multiple levels of review of all draft and final products, as well as meticulous tracking of budget costs. As a result, the company/firm will manage both the budget and the deliverables to maintain project flow and timeliness.

2-2 Project Initiation

To initiate the work, key members of the company/firm team will meet with the MX for a project kick-off meeting to review the scope of work, schedule, and to refine project details. The MX values the importance of ongoing value-added communication and expects well-established and maintained lines of communication throughout the project. At the kick-off meeting, the company/firm will:

- A. Clarify project objectives, priorities, and deliverables.
- B. Develop a schedule for meetings.
- C. Review the work plan with associated milestones.
- D. Discuss existing resources and public outreach that can be accessed to complete the project.
- E. Develop a stakeholder and community outreach plan, including objectives, format, and participants.

2-3 Project Tasks

Task 1: Existing Data Review and Demand Analysis

The MX will provide the project team with funding and ridership data to review in addition to the community resources provided in this RFP on page 9. The MX will also provide the facility needs assessment completed in 2020 as well as any other pertinent business, strategic, transportation, or human services coordination plans requested by the contractor.

Please note, both the Town of Crested Butte and the Town of Mt. Crested Butte have recently completed transportation planning projects, which included a substantial amount of transportation related analysis. Both efforts are provided as links on page 9 of this RFP, and proposers are encouraged to leverage this pre-existing work in their project plans to reduce hours needed.

Task 2: Public Outreach Process

The consultant will incorporate a public outreach process into the service plan in order to identify rider needs and preferences, and to gauge opinions on suggested service routes and options. Although some outreach needs to be done and an advisory council assembled, the proposer is encouraged to leverage the outreach already completed by the Town of Crested Butte and the Town of Mt Crested Butte. Presentations to appropriate stakeholders in the study area should be considered when developing the outreach process.

From the Task 1 review and the outreach conducted in Task 2, the consultant will document the level of demand for transit service over the next five years and what the greatest priorities for service are if done in a phased implementation.

Task 3: Service Plan and Vision

Based on the demand analysis in Task 1 and public outreach in Task 2, the consultant will develop a long-term transit service vision for the community and then detail potential viable expansion service delivery options to include service characteristics, hours of operation, trip frequency, and coordination of trips with other regional providers. A detailed analysis will include recommendations on service routes, and fleet and staffing requirements, as well as an implementation plan for phased implementation of changes to be made over a five-year period.

Task 4: Capital Plan and Resource Management

Based on the service plan identified in Task 3, the consultant will determine the appropriate capital plan to include a review of both the existing vehicle fleet and facilities. The MX plans to obtain new vehicles and construct a single facility to house administrative, operations, and vehicle maintenance functions, as well as the entire vehicle fleet. The consultant will include analysis and recommendation for vehicle and facility expansion options in the final report. The consultant will also take into consideration work completed concurrently in Task 5 on a ZEV transition planning project that will be conducted concurrent to this task.

Task 5: ZEV Transition Plan

While there are numerous resources and examples of successful ZEV deployments nationwide, the MX service climate is unique, and the consultant team will need to focus and apply extremely similar service climate solutions to a ZEV plan that will meet MX needs.

Generic implementation strategies will not be sufficient to address elevation, service type, and terrain considerations. This task will correspond with the transit service planning portions of the plan and highlight needed service additions/changes and how ZEV technology could be incorporated into the route changes. It is anticipated that the ZEV transition plan will determine the best vehicle and propulsion/fuel type to meet our service needs, which include fluctuating service levels due to our seasonal service in the winter and summer months; transit service provision in a high elevation climate (8,000-9,000 feet); and servicing areas that have a limited turning radius and difficult terrain, such as steep grades and high snowpack.

Lastly, the MX would like the ZEV plan to address the cost, budget/staffing implications, and potential timelines for implementation. The MX operates with a lean administrative and maintenance staff, and the ZEV plan would also need to address how the MX can implement ZEV technologies within the constraints of a limited staff and budget structure.

Task 6: Financial Plan and Potential Funding Options

Based on the recommendations of Task 3 and the capital plan from Tasks 4 and 5, the consultant will assess the capital and operational costs associated with service expansion and provide a breakdown of costs over a five to seven-year implementation phase period. It is anticipated that funding will be a significant barrier to final implementation of service expansion. The consultant will identify options for the combination of local, state, and federal funding sources that could be used to support the recommended expansion services.

Task 7: Prepare Draft Report

The consultant will deliver a Draft Report detailing existing services, public and agency outreach efforts, phased service expansion recommendations, and a cost analysis of the identified expansion services costs for both operations and capital expenditures for review by the MX Board. Comments or changes to this Draft Report will then be incorporated into a Final Report.

Task 8: Final Report and Dissemination

The consultant will provide the MX with an electronic and a bound hard copy Final Report documenting the work in each of the identified tasks. A copy of the final report will also be provided to CDOT.

2-4 Project Deliverables

The expected outcome of this project is a Final Report that includes a strategic implementation plan detailing how to expand the MX transit system to meet ridership demand and capital needs. This document will include a financial plan to adequately address needed capital and operational expenses.

The results of the project will provide a "road-map" for service provision and potential expansion. It will allow the MX to identify needs as well as funding opportunities to expand transit in Crested Butte and the surrounding areas using climate friendly technologies.

The deliverables for this project are the following:

1. The consultant will deliver a Technical Memorandum that details the findings and analysis of:
 - a. The demand analysis effort.
 - b. The public outreach effort.
 - c. The identified options for service expansion.
 - d. The identified requirements and methods for appropriate capital acquisition.
2. The consultant will deliver a Transit Service Implementation Plan that details the institutional, financial, and organizational steps necessary to expand service.
3. A Draft Report including any Technical Memorandums and the associated analysis will be completed and disseminated for comment to the MX.
4. The consultant will deliver a Final Report as outlined in Task 8.
5. A separate ZEV plan that can be used to support any grant applications submitted for facility funding to the FTA and/or CDOT.

SECTION 3 – PROPOSAL SUBMISSION PROVISIONS

3-1 Clarification of Proposals

The MX reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a proposer to respond to such a request for additional information or clarification may result in proposal rejection.

3-2 Modification or Withdrawal of Proposals and Late Proposals

At any time before the time and date set for final proposal submission, a proposer may request to withdraw or modify its proposal. Such a request must be made in writing by a person with authority as identified on the RFP Cover Letter, provided his/her/they identity is made known. All proposal modifications shall be made in writing and submitted in the same format as the original proposal.

3-3 Errors and Administrative Corrections

The MX will not be responsible for any errors in proposals. Proposers will only be allowed to alter proposals after the submission deadline in response to requests for clarifications by the MX. The MX reserves the right to allow corrections to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition, or similar administrative errors. Erasures or other changes made by the proposer must be initialed by the person signing the proposal.

3-4 Compliance with RFP Terms and Attachments

The MX intends to award and negotiate a contract based on the terms, conditions, and attachments contained in this RFP. Proposers are strongly advised to not take any exceptions and cautioned that exceptions to the terms, conditions, and attachments may result in rejection of the proposal.

3-5 Single Proposal Response

If only one proposal is received in response to the RFP, a sample of two (2) proposals, if available, awarded to the proposer within the past two (2) years may be requested of the single proposer. A cost/price analysis and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

3-6 The MX Protest Procedures

Pre-Proposal Protest

A proposer or interested party may file a written protest of the RFP language, or procedures involved herein, with the MX contact listed in Section 1-4 Inquiries, Questions, and Clarifications, at least five (5) working days before the proposal due date.

Pre-Award Protest

A proposer or interested party may file a written protest with the MX contact listed in Section 1-4 Inquiries, Questions, and Clarifications against the MX's award announcement within ten (10) calendar days after the notification of award by the MX has been made.

Post-Award Protest

A proposer or interested party may file a written protest with the MX contact listed in Section 1-4 Inquiries, Questions, and Clarifications at least five (5) calendar days after the date of the MX's issuance of a contract award to a contractor with respect to this RFP.

Protest Submission Requirements

Each protest must clearly state:

- The name, address, and telephone number of the protester.
- The solicitation/contract number or description thereof.
- A statement of all of the grounds upon which the protest is made.

Protests are to be in written form and filed by email.

Hearing Procedure

1. A hearing shall be conducted in accordance with Article 109 of the Colorado Procurement Rules Section R-24-109-101 through R-24-109-404-05, as amended, which are incorporated herein, provided that if there is a conflict between Article 109 et al. and these Written Protest Procedures, the latter will prevail. The Hearing Officer shall issue a written decision within twenty (20) calendar days of the last date of such hearing and state in the decision the reasons for the action taken, The Hearing Officer shall respond in detail to each substantive issue raised in the protest.
2. The Hearing Officer shall be the responsible official who has the authority to make the final determination of the protest.

3. The Hearing Officer shall address, in his/her/they determination, each material issue raised in the protest.
4. The Hearing Officer's determination shall be final and binding upon all parties upon issuance.
5. Within (5) working days from its receipt of the decision of the Hearing Officer, a protester may request reconsideration of the decision, using the same procedure described above. The request for reconsideration shall set forth all of the grounds upon which the request is made.
6. The Hearing Officer shall issue a written decision on the request for reconsideration within ten (10) calendar days of receipt thereof and state in the decision the reasons for the granting or denial of the request.

SECTION 4 – PROPOSAL EVALUATION AND CONTRACT AWARD

4-1 General

The selection of a contractor will follow a technical and price scoring and evaluation process as outlined further in this section. While price is a factor, it is not the sole determining factor for award. After considering the technical proposal, price will be incorporated into the scoring process and an award will be made to the best value proposer.

The MX has selected Proposal Evaluation Committee participants in advance comprised of the MX staff and board members.

4-2 Eligibility for Award / Preliminary Proposal Review

A preliminary administrative review of proposal materials is the initial step in the proposal review process in order to gauge the **responsiveness** of the proposer in meeting the RFP proposal requirements. The proposals will be preliminarily evaluated according to the following criteria:

1. The completeness of the proposal.
2. The proposer has submitted the proposal on or before the required due date and time.
3. The required information, forms, certifications, and deliverables have been submitted.

Failure to meet any or all the above criteria will result in a non-responsive proposal and said proposal will be rejected in its entirety.

In order to qualify as a **responsible** proposer, a proposer must be prepared to prove to the satisfaction of the MX that it has the integrity, skills, and experience to faithfully perform the conditions of the contract and that it has the necessary financial resources to provide the services in a satisfactory manner and within the time specified.

To be considered skilled and experienced, the proposer must show, through submission of **Related Experience and References**, that it has satisfactorily supplied services of the same general type and scope as that which is called for in this RFP.

4-3 Evaluation of Proposals

All proposal submissions deemed responsive, with proposers deemed responsible, shall be evaluated by the Proposal Evaluation Committee.

The Proposal Evaluation Committee will evaluate the proposals in accordance with the criteria set forth in section 4-4.

The total evaluation points, as separately determined by each Committee member, will be added and each proposer will be ranked in numerical sequence, from the highest to lowest score.

Following the collection of scoring, a Proposal Evaluation Committee meeting will be held to complete the evaluation of the submissions. The MX may request interviews to discuss proposals and clarify questions. After interviews, the Proposal Evaluation Committee will meet once more to finalize scoring and determine a best value proposer. MX staff will then present a recommended award to the MX Board. After approval from the Board, an award announcement will be made to all interested parties.

Please note, the Evaluation Committee may elect to interview proposers in order to clarify their proposals and/or for the Proposers to make oral presentations. If interviews, presentations, or negotiations are held, the Evaluation Committee may re-evaluate the proposals of those companies/firms interviewed.

4-4 Scoring and Evaluation Criteria

Each criterion has been assigned a weighting factor that reflects the relative significance or priority each criterion has in determining the quality associated with this service.

The proposal receiving the highest total score shall be deemed the proposal that best meets the established criteria listed herein. Proposals will be rated on a scale from one (lowest rating) to ten (highest rating) with regard to each evaluation criterion. The proposal that is evaluated by a Proposal Evaluation Committee member as the best with regard to a particular criterion will receive the maximum number of points or highest rating. Scores for each criterion will then be factored by the weight provided below to determine an overall total score.

The evaluation criteria are listed as follows:

Project Approach and Technical Proposal: 30%

The extent to which the company/firm's proposal addresses the key technical areas of importance and tasks as listed in the Scope of Work and demonstrates a thorough understanding of the project.

Key Personnel/Capacity: 25%

The extent to which the company/firm has the personnel, equipment, capacity, and facilities with the necessary experience, training, and time to perform the work.

Relevant Project Experience: 25%

The extent to which the company/firm has demonstrated competence in performing work in similar transit service conditions and/or the extent of former client satisfaction.

Cost Proposal: 20%

The extent to which the company/firm presents the budget as required by the RFP and provides a cost-effective strategy to addressing the Scope of Work.

4-5 Contract Award

Contract award, if any, will be made by the MX to the most qualified proposer whose proposal best meets the requirements of the RFP, and will be the most advantageous to the MX with respect to operational plan, quality, and other factors as evaluated by the MX. The MX shall have no obligations until a contract is signed between a proposer and the MX.

Contract award will occur when the MX signs the contract or issues a purchase order. No other act of the MX shall constitute contract award. The contract will establish the contract value and incorporate the terms of this document but will not be the authorization for the contractor to proceed.

4-6 Execution of Contract and Notice to Proceed

The proposer to whom the MX intends to award the Contract shall sign the contract and return it to the MX. Upon authorization by the MX's Board of Directors, the contract will be countersigned. Upon receipt by the MX of any required documentation and submittals by the proposer, a Notice to Proceed will be issued.

4-7 Public Disclosure of Proposals – Colorado Open Records Act

The MX is subject to the Colorado laws in connection with the Colorado Open Records Act (CORA). Therefore, the contents of this RFP and a proposer's submission in response to this RFP shall be considered public and are subject to CORA statutes. As such, all proposals submitted to the MX will be available for inspection and copying by the public after the selection process has been concluded. There are, however, various items that may be exempt under public disclosure laws. If any proprietary, privileged, or confidential information or data is included in a proposer's submission, each page that contains this information or data should be marked as such (e.g., "Proprietary," "Confidential," "Business Secret," or "Competition Sensitive") in order to indicate claims to an exemption provided under CORA. It is the MX's sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under CORA statutes. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the MX.

ATTACHMENT A – Proposer Checklist

This form must be completed and returned with the proposal. Failure to return this form may be cause for considering a proposal non-responsive.

Company/Firm Name: _____

	Proposer	MX
	Check-Off	Check-Off
Cover Letter	_____	_____
Company/Firm Qualifications & Capabilities	_____	_____
Related Experience / References	_____	_____
Technical Proposal	_____	_____
Personnel Availability	_____	_____
Cost Proposal	_____	_____
ATTACHMENT A: Proposer Checklist	_____	_____
ATTACHMENT B: Proposal Affidavit	_____	_____
ATTACHMENT C: Acknowledgement of Addenda	_____	_____
ATTACHMENT D: Affidavit of Non-Collusion	_____	_____
ATTACHMENT E: Title VI Assurance	_____	_____
ATTACHMENT F: FTA Clauses/Certifications Acknowledgement	_____	_____

ATTACHMENT B – Proposal Affidavit

The undersigned hereby declares that he/she/they has carefully read and examined the Legal Notice, the Scope of Work, and the RFP Proposal Submission Requirements and is providing a proposal with all required documents and supporting certificates and affidavits, for the provision of services specified.

Signed: _____

Date: _____

Name and Title: _____

Company/Firm Name: _____

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

Notary Public: _____

My commission expires on _____

ATTACHMENT C – Acknowledgement of Addenda

The undersigned acknowledges receipt of the following addenda to this RFP.
(Include the number and date for each entry.)

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Failure to acknowledge the receipt of all addenda may cause the proposal to be considered non-responsive, which will require rejection of the proposal.

Signed: _____

Date: _____

Name and Title: _____

Company/Firm Name: _____

ATTACHMENT D – Affidavit of Non-Collusion

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

1. That I am the proposer (if the proposer is an individual), a partner in the proposal (if the proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the proposer is a corporation);
2. That the attached proposal has been arrived at by the proposer independently and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other proposer or materials, supplies, equipment, or service described in the Request for Proposals designed to limit independent proposals or competition;
3. That the contents of this proposal have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Signed: _____

Date: _____

Name and Title: _____

Company/Firm Name: _____

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

Notary Public: _____

My commission expires on _____

ATTACHMENT E – Title VI Assurance

THE MX, in accordance with the provisions of the Title VI of the Civil Rights Act of 1964 and the Regulations, hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposal in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1) Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **MX** or the **COLORADO DEPARTMENT OF TRANSPORTATION** to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to

furnish this information, the contractor shall so certify to the MX, or the **COLORADO DEPARTMENT OF TRANSPORTATION** as appropriate, and shall set forth what efforts it has made to obtain the information.

- 5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provision of this contract, the MX shall impose contract sanctions as it or the **COLORADO DEPARTMENT OF TRANSPORTATION** may determine to be appropriate, including but not limited to:
- a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination, or suspension of the contract, in whole or in part.
- 6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the MX or the **FEDERAL TRANSIT ADMINISTRATION** may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the MX to enter into such litigation to protect the interests of the MX, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Signed: _____

Date: _____

Name and Title: _____

Company/Firm Name: _____