

RFQ# 2021-04
REQUEST FOR QUALIFICATIONS

ARCHITECTURAL & ENGINEERING SERVICES
BUS STORAGE FACILITY



GUNNISON VALLEY RURAL TRANSPORTATION AUTHORITY
(GVRTA)

PO Box 1911

507 Maroon Avenue

Crested Butte, CO 81224

April 15, 2021

Table of Contents

LEGAL NOTICE	4
SECTION 1 - INSTRUCTIONS TO PROPOSERS	5
1-1 Purpose	5
1-2 GVRTA Services and Needs.....	5
1-3 Procurement Schedule.....	8
1-4 Inquiries, Questions, and Clarifications	8
1-5 Interpretation of and Addendum to RFQ Documents	8
1-6 Proposal Submission	9
1-7 Proposal Format and Required Content	9
1-8 Proposal Signature.....	11
1-9 Interviews & Presentations.....	11
1-10 Proposal Acceptance or Rejection.....	11
1-11 Disadvantaged Business Enterprise (DBE) Participation.....	11
1-12 Examination of RFQ and Contract Documents.....	11
SECTION 2 – SCOPE OF WORK	13
2-1 Project Management	13
2-2 Project Initiation	13
2-3 Design Development Documents	13
2-4 Develop Bid and Final Construction Documents	15
2-5 Bidding Services.....	16
2-6 Construction Engineering Assistance / Management Services / Inspection	16
2-7 POTENTIAL OPTIONAL SERVICES: National Environmental Policy Act (NEPA) Assessment	17
SECTION 3 – PROPOSAL SUBMISSION PROVISIONS	22
3-1 Clarification of Proposals.....	22
3-2 Modification or Withdrawal of Proposals and Late Proposals.....	22
3-3 Errors and Administrative Corrections.....	22
3-4 Compliance with RFQ Terms and Attachments.....	22
3-5 Single Proposal Response	22
3-6 GVRTA Protest Procedures	23
SECTION 4 – PROPOSAL EVALUATION AND CONTRACT AWARD	25
4-1 General	25
4-2 Eligibility for Award / Preliminary Proposal Review	25

4-3 Evaluation of Proposals.....	25
4-4 Scoring and Evaluation Criteria	26
4-5 Price Proposal.....	27
4-6 Contract Award	27
4-7 Execution of Contract and Notice to Proceed	27
4-8 Public Disclosure of Proposals – Colorado Open Records Act	27
SECTION 5 – CONTRACTUAL TERMS AND CONDITIONS	28
ATTACHMENT A – Proposer Checklist.....	37
ATTACHMENT B – Proposal Affidavit	38
ATTACHMENT C – Acknowledgement of Addenda.....	39
ATTACHMENT D – Affidavit of Non-Collusion.....	40
ATTACHMENT E – Title VI Assurance	41

LEGAL NOTICE

April 15, 2021

REQUEST FOR QUALIFICATIONS

Architectural & Engineering (A&E) Services – GVRTA Bus Storage Facility

RFQ # 2021-04

Description:

A&E Services - Bus Storage Facility Design

RFQ Documents:

Available online: <http://www.gunnisonvalleyrta.com/planning-documents/> 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 MDT, Friday, **April 23, 2021**. GVRTA will post all addenda in response on its website: <http://www.gunnisonvalleyrta.com/planning-documents/> by 5:00 pm MDT, Friday, **April 30, 2021**.

Proposal Submission Deadline:

5:00 pm MDT, Friday, **May 14, 2021**. 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, GVRTA 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, GVRTA prohibits discrimination on the basis of race, creed, color, religion, age, sex, disability, marital status, sexual orientation, political affiliation, national origin, or ancestry.

GVRTA 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 GVRTA Request for Qualifications (RFQ) is to engage the services of a qualified, responsive, and responsible architectural and engineering firm that will provide architectural & engineering services (A&E) for a proposed new bus storage facility. The selection of a contractor will be qualification-based in accordance with the Brooks Act.

1-2 GVRTA Services and Needs

GVRTA was formed in 2002 via a sales tax initiative to fund transportation and is supported by the City of Gunnison, Gunnison County, and the Towns of Crested Butte and Mt. Crested Butte in the State of Colorado. The goal of GVRTA is to provide a viable air service program to the Gunnison airport and to fund ground transportation in the Gunnison Valley.

Ground transportation in the Gunnison Valley is provided via free commuter bus service between cities/towns of Gunnison and Crested Butte through a contract with a private transportation provider (Alpine Express). The route is 32 miles in each direction and circles the City of Gunnison before continuing north on Highway 135 to the Towns of Crested Butte and Mt. Crested Butte. The route connects to the local Crested Butte bus service (Mountain Express - MX) in both towns.

Service is provided seven days a week, 365 days per year, between 6:30AM and midnight. Service levels vary seasonally, with 56 one-way trips in the winter and 36 one-way trips in the spring, summer, and fall. Local residents, visitors, and students use the service to get back and forth between the two ends of the valley for work, recreation, shopping, and for medical reasons, as the route also serves Western Colorado University in Gunnison.

GVRTA owns the fleet of buses used by the contractor for ground transportation service provision. The fleet consists of seven (7) over the road commuter coaches, manufactured by Motor Coach Industries (MC1), and are 100% wheelchair and mobility aid accessible. GVRTA uses a mix of Compressed Natural Gas (CNG) and Diesel fuels, with the predominant fuel use being CNG (5 of 7 buses).

Currently the service provider, Alpine Express, stores a predominant portion of the GVRTA fleet at their bus maintenance facility located in Gunnison. Fleet is also stored inside overnight at the Riverland facility. The Gunnison maintenance facility is a six-bay shop with 8,750 square feet and was retrofitted to store and maintain CNG fueled buses.

GVRTA has been working in conjunction with the Colorado Department of Transportation (CDOT) to locate and build a storage facility for the GVRTA closer to Crested Butte, to allow for bus storage at both ends of the valley and a reduction of deadhead runs. CDOT has awarded GVRTA \$1,700,000 to design and construct not only a GVRTA specific bus storage facility, but also a facility that will allow CDOT to park buses for their regional intercity bus commuter

service (known as Bustang Outrider) overnight. Dedicated overnight storage facilities near Crested Butte will allow CDOT to expand regional bus service.

GVRTA has already secured a location for the proposed storage facility. The location will be in the Whetstone Industrial Park in Crested Butte. This same site will also be home to a new operations and maintenance facility for the MX, which has also yet to be constructed. The MX and GVRTA individually bought parcels at the industrial park but have combined parcels to better share land management responsibilities and costs. The scope of this RFQ though is only for a GVRTA facility. The MX is undergoing a separate process to determine their own facility design and build parameters.

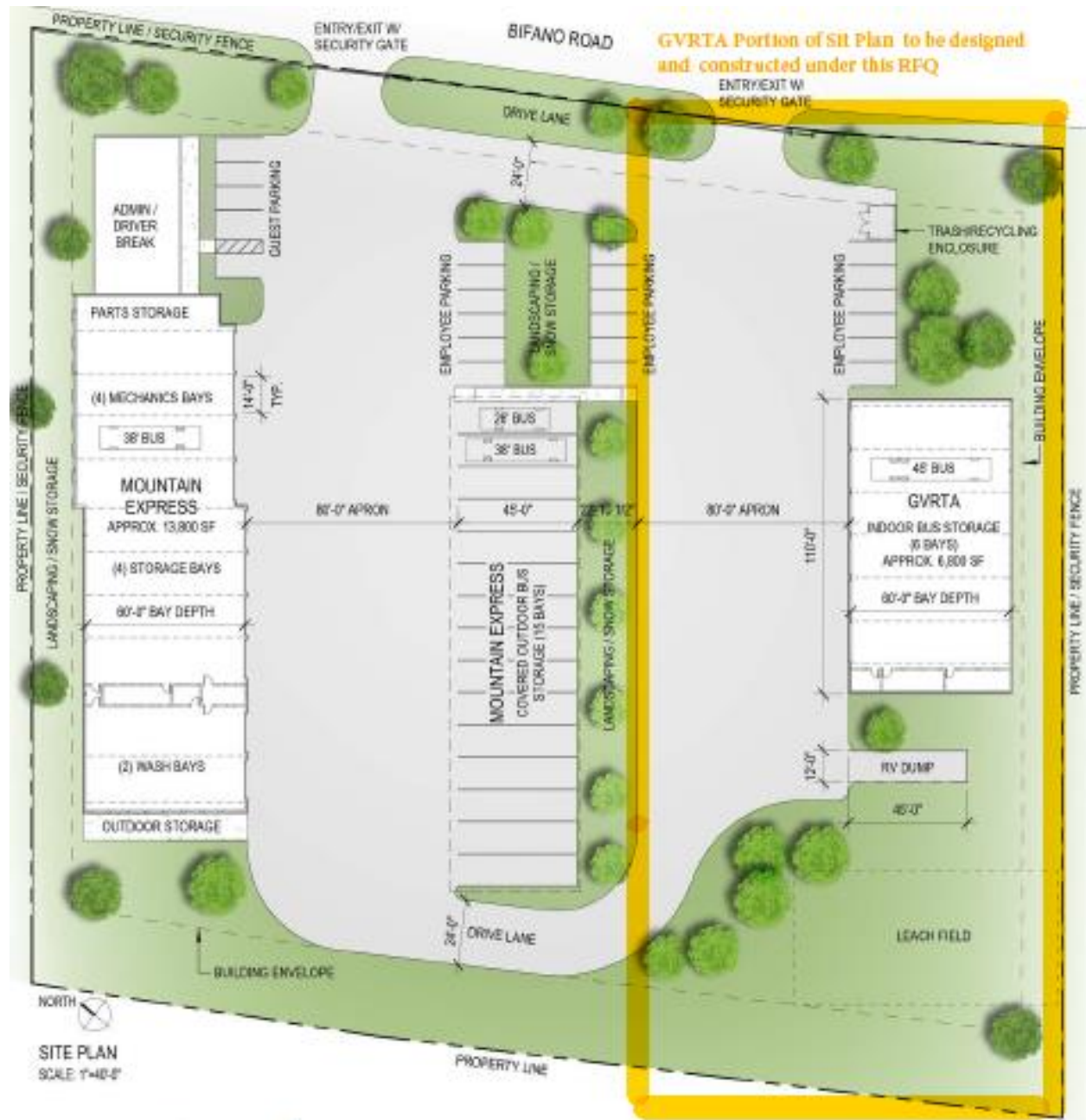
The initial concept for the GVRTA facility includes the following:

- Metal Building
- Approximately 6,800 Square Feet
- 6 Bays (16 Feet by 60 Feet Each)
- 14 Feet Wide X 14 Foot 8 Inch Tall Doors
- Cement Floor Sloped Towards Doors
- Roof Slopes to the Back (With Ability to Add Solar Later)
- Sprinklers to Fire Code
- CNG Compatible
 - Spark-Proof Electrical Throughout Building
 - No Electrical Fixtures Within 3 Feet of Ceiling
 - Methane Censors
 - Automatic Ventilation and Door Opening
 - Alarm to Fire Department
- Unisex Bathroom and Storage Space in Southwest End of Building (14 Feet by 60 Feet)
- In-Floor Heat (to 50 degrees)
- RV Dump for Outrider Bus Bathrooms
- Leach Field to Handle:
 - Two Bathrooms/Showers
 - Two Showers
 - Two Shop Sinks
 - Two Toilets
 - Blackwater waste dump for the CDOT Bustang Outrider Coaches
- Run Utilities from Road to Building
- Paved Apron and Parking (Approximately 20,000 Square Feet) on Eastern Third of Property
- Landscaping on Eastern Third of Property

GVRTA would also like to entertain, based on cost, having one of the six bays serve double duty as a wash and storage bay with recycled water and the ability to take waste water off-site for treatment.

Perimeter fencing with a gate must also be planned for, with the cost to be split with the MX.

Below is a proposed site development plan. This RFQ pertains to the proposed building on the right side of the graphic.



1-3 Procurement Schedule

RFQ Available:	April 15, 2021
Question/Clarification Deadline:	April 23, 2021 (5pm MDT)
GVRTA Question/Clarification Addendum Posted:	April 30, 2021 (5pm MDT)
Proposals Due:	May 14, 2021 (5pm MDT)
Potential Interview(s) Conducted:	June 1-4, 2021
Award Recommendation to GVRTA Board:	June 11, 2021
Award Notification:	June 25, 2021
Contract Execution/Notice to Proceed:	July 12, 2021

1-4 Inquiries, Questions, and Clarifications

All correspondence should be titled **GVRTA Bus Storage Facility RFQ # 2021-04**, be in written format, and directed to Ann Beauvais, GVRTA Procurement Manager, at ann@raeconsultants.com. Correspondence will not be accepted by any other means or by any other GVRTA related staff member.

1-5 Interpretation of and Addendum to RFQ Documents

No oral interpretations as to the meaning of the RFQ will be made to any proposer. Any explanation desired by a proposer regarding the meaning or interpretation of information provided in the RFQ 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.

GVRTA reserves the right to revise or amend any portion of this RFQ prior to the date and time for the proposal delivery. Such revisions and amendments, if any, shall be issued through addenda to this RFQ. Copies of such addenda and/or amendments shall be placed on the GVRTA website: <http://www.gunnisonvalleyrta.com/planning-documents/>. 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 RFQ 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 RFQ may be postponed by such number of days as, in the GVRTA's opinion, shall enable proposers adequate time to revise their proposals.

GVRTA reserves the right to cancel this RFQ at any time or change the date and time for submitting proposals by announcing same 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, GVRTA Procurement Manager, 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 **GVRTA Bus Storage Facility RFQ # 2021-04 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 RFQ 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 RFQ. 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 GVRTA 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, 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 include a detailed description of the proposer's capability to handle the environmental and structural requirements involved with this project.

E. Personnel Availability

1. Narrative description of proposer's current workload and capacity to start work in July 2021 and complete the work for GVRTA in a timely manner.

F. 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

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 RFQ and potential contract. Proposals signed by an agent are to be accompanied by evidence of that person's authority.

1-9 Interviews & Presentations

GVRTA 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 20 minutes. The remainder of the time will be used for follow-up discussion and questions.

1-10 Proposal Acceptance or Rejection

GVRTA 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, GVRTA 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 RFQ 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. It is the intent of these specifications to provide service(s) of first quality. 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.

The submission of a proposal shall constitute an acknowledgment upon which GVRTA may rely on that the proposer has thoroughly examined and is familiar with the solicitation, instructions and Scope of Work, including any work site identified in the RFQ, and has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions addressing or relating to the services to be provided hereunder. The failure or neglect of a proposer to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions shall in no way relieve the proposer from any obligations with respect to its proposal or to any contract awarded pursuant to this RFQ. No claim for additional compensation will be allowed which is based on lack of knowledge or misunderstanding of the RFQ, work sites, statutes, regulations, ordinances, or resolutions.

SECTION 2 – SCOPE OF WORK

2-1 Project Management

While GVRTA is not requiring the proposer to have a physical office in Colorado, the proposer must offer the services of a Licensed Engineer in the State of Colorado and the ability for GVRTA to have adequate access to the design team in Colorado, providing some type of physical presence.

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

The A&E 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 A&E 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 A&E company/firm team will meet with GVRTA for a project kick-off meeting to review the scope of work, schedule, and to refine project details. GVRTA 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 A&E firm will:

- A. Clarify project objectives, priorities, and deliverables.
- B. Identify and discuss critical local or regional issues.
- C. Develop a schedule for meetings.
- D. Identify project contacts and establish interface protocols between the consulting team, GVRTA, and any other parties that will be involved in the design process.
- E. Discuss data/mapping needs and other resources.
- F. Review the work plan with associated milestones.
- G. Develop a stakeholder and community outreach plan, including objectives, format, and participants.

2-3 Design Development Documents

The A&E company/firm will prepare design development documents for the approved concept, to include the following.

A. **Geotechnical and Site Survey.** Please note, a Geotechnical and Site Survey has already been completed for the site and can be provided to the proposer/contractor upon request. Because the proposer may want to complete a separate/independent geotechnical and site survey, the A&E company/firm is requested to provide site survey and geotechnical services that include:

1. Geotechnical Investigation and Report. The contractor will obtain test borings in the area of proposed construction. Test borings should be taken in the location of the building and additional borings should be taken at other structural elements and/or retaining wall locations.
2. A survey including boundary and topographic elements will be provided for GVRTA's site.
3. Additional survey will include the adjacent street, Right of Way, and sidewalk adjacent to the site and shall include survey for anticipated roadway/intersection improvements. All mapping will include contours, site features, roads, structures, existing overhead traffic signals, existing signal equipment, and above and underground utilities.
4. A hazardous material review of the site will be performed.

B. **Design Development Plans.** The A&E company/firm will provide documents to a 30 percent, a 60 percent and a 90 percent design completion level, that must be approved at each stage by Gunnison County and the Whetstone Industrial Park Lot Owners Association, Inc. (design guidelines can be provided to proposer/contractor upon request). This includes the following tasks:

1. GVRTA's review of operations and support of permit requests.
2. Signage and Pavement Marking Layout. Signage and pavement marking plans will be produced for the site and adjacent street network including the proposed site layout, intersection/signal modifications, bus pull-offs, and driveway modifications to the site.
3. Site specific wayfinding signage should be included both inside and outside of structure.
4. Erosion and Sediment Control. Provide disturbance limits and identify locations of silt fence, catch basin inserts, and other best management practices (BMP).
5. Civil Site Plans. Provide Layout Sheet, Grading and Drainage Sheet, General Notes Sheet, and Details Sheet to a 30% design level in full compliance with the Gunnison County's land development standards in preparation for a Building Permit. These plans will include construction on-site and the interface with adjacent street and pedestrian elements to the site.
6. Drainage, Hydrology, and Hydraulics Calculations. Provide initial calculations and documentation for required water quality devices, detention, site drainage structures, and interface to the existing drainage network at site outfall points.
7. Required water quality. Best Management Practices, detention, site drainage, and outfall points will be shown on the Grading & Drainage Sheet.
8. Utility Coordination and Relocation Plans. Provide waterline and sanitary sewer service line locations and ties to existing adjacent utilities. Provide relocation plans for utilities discovered on-site that conflict with anticipated grading and/or structures.

9. Facility/Architectural Plans. Provide architectural plans and elevations with overall dimensions and material callouts for the desired facility to a 30% completion level.
10. Communications Layout - The design of site communications will implement current Agency standard components with connections using the Agency's communications protocol.
11. A&E company/firm will implement GVRTA's standards and designs for any branding or advertising required for the site.
12. Lighting Layouts. Areas of low lighting will be identified and appropriate lighting fixtures designed to fit the community context.
13. Landscaping Layouts. The appropriate level of landscaping for the size of facility, budget, and community context will be provided.
14. Opinion of probable costs.
15. Draft specifications.

2-4 Develop Bid and Final Construction Documents

The A&E company/firm will develop the bid documents incorporating GVRTA's comments to a set of bid ready drawings, specifications, and cost estimates.

- A. Architectural. Final floor plans, building sections, wall sections, and details.
- B. Structural. Final foundation and framing plans, sections, and details. Site wall design will be performed in conjunction with information on the completed Grading and Drainage Plan.
- C. Mechanical\HVAC. Final plumbing plans for restrooms, roof and floor drains. HVAC for the restroom structure will be provided.
- D. Communications Layout. The final design of site communications will be completed using GVRTA's communications protocol.
- E. Lighting and Electrical. Electrical single line power diagram, building power and lighting plans, site lighting plans, equipment schedules and details will be provided.
- F. Signage and Pavement Marking Layout. Signage and pavement marking plans will be finalized including construction notes and specifications. Final site-specific wayfinding signage should be included both inside and outside of structures.
- G. Erosion and Sediment Control. Disturbance limits and locations of silt fence, catch basin inserts, and other Best Management Practices (BMP) will be finalized.
- H. The Storm Water Pollution Prevention Plan (SWPPP) for the proposed site will be finalized and a Notice of Intent (NOI) will be submitted.
- I. Civil Site Plans. Provide Layout Sheet, Grading & Drainage Sheet, General Notes Sheet, and Details Sheet to a complete design level in full compliance with Gunnison County's land development standards and submitted for a Building Permit. Construction level details notes, and specifications will be added.
- J. Landscape. Final plans and details will be provided.
- K. Drainage, Hydrology, Hydraulics Calculations. Detention and water quality calculations will be finalized for review and approval.
- L. Utility Coordination and Relocation Plans. Construction level details will be added to the utility plans. Permits will be acquired from appropriate utility providers and reviewing agencies.

- M. Architectural renderings will be finalized.
- N. Technical specifications for each discipline and system will be finalized.
- O. The A&E company/firm will coordinate with GVRTA on final front end specifications and requirements.
- P. The A&E company/firm will update probable construction costs/engineers estimate.

2-5 Bidding Services

The Full Construction Bid Documents will be prepared to allow GVRTA to advertise the construction project for competitive bidding. The A&E company/firm will provide copies of the bid documents, distribute the documents to interested firms and collect the plan deposit. A record of firms that obtained the bid documents (plan holders of record) will be maintained by the A&E company/firm. The A&E company/firm will assist GVRTA staff in the review of all bids and make a recommendation concerning contract award. The A&E company/firm will attend pre-bid meeting(s), prepare and distribute bid addenda to all plan holders of record, and attend the bid opening.

2-6 Construction Engineering Assistance / Management Services / Inspection

The A&E company/firm will provide construction management and assistance based on the needs of GVRTA and the complexity of the designed facility. The A&E firm will be required to maintain accurate records and documentation to be in full compliance with the requirements of the designed facility's funding source requirements, which fall under the State of Colorado. The A&E company/firm will have the capabilities to facilitate, manage, and provide oversight for the following tasks:

- A. Preconstruction Meeting
- B. Accurate Records and Documentation of Construction and Materials Required under State of Colorado
- C. Contractor Pay Application Approvals
- D. Weekly/ Biweekly Construction Progress Meetings
- E. Materials Testing / Validation
- F. Limited or Full Time Construction Inspection
- G. Managing Request for Information (RFI)
- H. Manage Change Order Requests
- I. Facilitate and Coordinate Substantial Completion and Final Walkthrough
- J. Preparation of Punch List based on Substantial Completion Walkthrough
- K. Provide and /or Manage the Production of Accurate As-Builts/Record Drawings
- L. Oversee the Collection of Close Out Documentation
- M. Issue Certifications of Substantial Completion and Certifications of Final Completion

2-7 POTENTIAL OPTIONAL SERVICES: National Environmental Policy Act (NEPA) Assessment

Because of the shared nature of the land and building site with the local transportation provider, the MX, and because the MX may involve federal Department of Transportation – Federal Transit Administration (FTA) funding in construction of their facility, the GVRTA may require the A&E company/firm to perform a NEPA based environmental assessment intended to allow the project to obtain a Categorical Exclusion as set forth in 23 CFR 771.118(c)(9).

If elected, at the time of contract negotiation, this optional service shall include an assessment of the proposed project’s impacts in the following areas:

- A. Detailed Project Description. Describe the project including the type (such as bus storage, maintenance, and/or administration facilities). Indicate the size of the proposed facility, number of vehicles and staff it will house. Describe any construction, demolition, and soil excavation activities. Include a brief discussion summarizing the purpose and need for the project (e.g., congestion, state of good repair). Explain in common language how implementation of the project will address the project need, and its proposed use. Include a complete description of the project components such as length of the project in feet or miles, property size, history, ownership information (land management authority), acreage, and document previously conducted studies if applicable. Provide graphics that describe the proposed project.
- B. Location, including address. Attach a project location map or diagram, such as a USGS topographic map that identifies the project location. Clearly delineate the project and include streets and features specifically called out in the “detailed project description.” If the project work occurs at more than one location, include those locations and adjoining parcels on the map. This information is partly used to determine the probability of impact on the human and natural environment.
- C. Air Quality Conformity. Is the proposed project, or appropriate phases of the project, included in the state’s Transportation Improvement Plan (TIP)? What is the conformity status of the TIP? Is the project located in an air quality non-attainment area? Is the project exempt from a conformity review per Table 2 of 40 CFR 93.126? Refer to the non-attainment/maintenance area maps at the U.S. EPA website to determine if the project is located in an area that meets all National Ambient Air Quality Standards.
- D. Land Use and Zoning. Describe property zoning and consistency with proposed use. Attach a zoning map of the project area and surrounding area. Attach a land use map that identifies land and water uses in the project area. This information is partly used to determine the probability of impact on the human and natural environment. Land use plans, and zoning maps can be obtained from the tax assessor, city, or county.

- E. Traffic Hot Spots. Describe potential traffic impacts; including short-term impacts during construction or demolition, and whether the existing roadways have adequate capacity for increased bus and other vehicular traffic as part of the proposed project. Examples of construction-related impacts include lane closures, detours, or dust abatement requirements. Briefly describe traffic control measures required to minimize impacts of construction.
- F. CO Hot Spots. If there are serious traffic impacts at any affected intersection or area where buses congregate, and if the area is in an air quality non-attainment area for CO, demonstrate that CO hot spots will not be created as a result of the project.
- G. PM2.5 AND PM10 Hot Spots. If there are serious traffic impacts at any affected intersection or area where buses congregate, and if the area is a nonattainment or maintenance area for any particulate matter (PM2.5 or PM10), then demonstrate that PM2.5 or PM10 “hot spots” will not result. In nonattainment areas, interagency concurrence and documentation must be attached. If the proposed project is not in a non-attainment or maintenance area for PM2.5 and PM10, then state this in the discussion. Refer to the non-attainment/maintenance area maps at the U.S. EPA website to determine if the project is located in an area that meets all National Ambient Air Quality Standards.
- H. Historic Resources. Describe any cultural, historic, or archaeological resources located in the immediate vicinity of the proposed project and the impact of the project on the resources. Show these resources on a map. FTA initiates all consultations per Section 106 of the National Historic Preservation Act (NHPA). FTA also makes a determination of “No Effect/No Historic Properties” or “No Historic Properties Affected,” if no historic resources or potential to affect resources exists. FTA requests concurrence for this determination from the appropriate State Historic Preservation Office (SHPO) or Tribal Historic Preservation Office (THPO). SHPO/THPO concurrence must be included as an attachment before NEPA approval. If an “Adverse Effect” determination is made as a result of the proposed project, rather than a “No Effect/No Historic Properties” or “No Historic Properties Affected” determination, then FTA may determine a new NEPA class of action to evaluate alternatives or mitigation measures to deter these adverse effects. If the project has potential effects to NRHP-eligible or listed projects, the Section 106 process must be followed. Refer to the ACHP website for more information.
- I. Visual Quality. Describe the existing visual setting, identify any sensitive views/viewers, and describe the visual impact of the proposed project.
- J. Noise. Compare distance between the center of the proposed project and the nearest noise receptor to the screening distance for this type of project in FTA’s noise and vibration guidelines (Section 4.2 in FTA guidelines). If the screening distance is not achieved, attach a “General Noise Assessment” with conclusions. Refer to FTA’s Transit Noise and Vibration Impact Assessment manual (May 2006).

- K. **Vibration.** If the proposed project includes new or relocated steel rails/tracks, compare the distance between the center of the proposed project and the nearest vibration receptor to the screening distance for this type of project in FTA’s guidelines (Section 9.2 in FTA guidelines). If the screening distance is not achieved, attach a “General Vibration Assessment” with conclusions. Refer to FTA’s Transit Noise and Vibration Impact Assessment manual (May 2006).
- L. **Acquisitions & Relocations Required.** Describe land acquisitions and displacements of residences and businesses. Include current use, ownership, and the date and type of property transaction (such as lease or purchase). If FTA funds are used to acquire property or the property is used as local match, then the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 must be followed and documented. No offers or appraisals may occur prior to FTA’s approval of a NEPA evaluation.
- M. **Hazardous Materials.** If real property has been acquired, has a Phase I site assessment for contaminated soil and groundwater been performed? If a Phase II site assessment is recommended, has it been completed? What steps will be taken to ensure that human and ecological receptors in the project area are protected from contamination encountered during construction and operation of the project? State the results of consultation with the State agency with jurisdiction over proposed remediation of soil and/or groundwater contamination. Include anticipated effects of the project on asbestos-containing building materials and lead-based paints.
- N. **Social Impacts and Community Disruption.** Provide a socio-economic profile of the affected community. Describe the impacts of the proposed project on the community. Identify any community resources that would be affected and the nature and extent of the effect.
- O. **Environmental Justice.** Identify the concentrations of minority and low-income populations in the area. Following FTA guidelines on environmental justice (FTA Circular 4703.1), define “minority” and “low-income” populations, and describe whether or not the project would result in disproportionately high and adverse impacts on minority or low-income populations.
- P. **Use of Public Parkland and Recreation Areas.** Indicate parks, recreational areas, wildlife refuges, and/or trails on a project location map (Section 4(f) resources). Describe how the activities and purposes of these resources will be affected by the project. Based on the definitions of use outlined in 23 CFR § 774, determine if the project will result in an actual (direct), temporary, or constructive (proximity impacts) use of the Section 4(f) resource. Locate Section 4(f) properties on project map. Refer to the Section 4(f) overview at FTA’s website.

- Q. Impacts on Wetlands. Show potential wetlands and boundaries on a map. Integrate data from the National Wetlands Inventory. Describe the project's impact on on-site and adjacent wetlands. If the project impacts wetlands, provide documentation of consultations and permits from the U.S. Army Corps of Engineers, as well as, minimization and mitigation efforts. If applicable, provide documentation to demonstrate that wetlands are not present, or the proposed project will not impact any wetland areas.
- R. Floodplain Impacts. Determine if the project is within a 100-year floodplain. Review FEMA 100-year FIRMs on the FEMA website. Include a FIRM floodplain map, if available. Include all floodplain FIRM numbers that occur in the project area and the effective or revision date for each FIRM. Include the FEMA FIRM numbers for the project area, even if the 100-year floodplain has not been delineated. If the proposed project is located within the 100-year floodplain describe what will be done to address possible flooding of the proposed project location and flooding induced by the project due to reduced capacity to retain storm water runoff. Provide documentation on how the project will be designed to restore floodplain capacity. If applicable, provide documentation to demonstrate that the project is not sited in a floodplain. If a determination cannot be made whether or not the project is within a 100-year floodplain, contact the county flood control district or the local floodplain manager for assistance.
- S. Impacts on Water Quality, Navigable Waterways, & Coastal Zones. If any of these resources are implicated, describe the project's potential impacts. Determine if National Pollutant Discharge Elimination System (NPDES) permits are applicable as a result of ground disturbance or point sources that will discharge pollutants into waters of the United States. Refer to BMPs at the U.S. EPA website. How will storm water be treated during and after construction? How will wastewater from bus washing facilities be treated? Determine if project area is in a sole-source aquifer, if not document in narrative (refer to the U.S. EPA website).
- T. Impacts on Ecologically-Sensitive Areas and Endangered Species. Describe any natural areas (woodlands, prairies, wetlands, rivers, lakes, streams, designated wildlife or waterfowl refuges, and geological formations) on or near the proposed project area. If present, state the results of consultation with the state department of natural resources and, if appropriate, the U.S. Fish and Wildlife Service on the impacts to critical habitats and on threatened and endangered fauna and flora that may be affected. Refer to the U.S. Fish and Wildlife Service website.
- U. Impacts on Safety and Security. Describe the measures that would need to be taken to provide for the safe and secure operation of the project after its construction. List any security measures that are planned as part of the project (e.g., security guards, fencing, secured access, lighting, cameras, etc.).

V. Impacts Caused By Construction. Describe the construction plan and identify construction impacts with respect to noise, dust, utility disruption, debris and spoil disposal, air quality, water quality, erosion, safety and security, and disruptions of traffic and access to businesses or residential property. Identify steps that will be taken to provide alternatives or mitigate the impacts of construction impacts. Cite applicable local, state, and federal regulations, and any standards or BMPs that will be followed. If applicable, please include any NPDES best practice measures (refer to the U.S. EPA website).

SECTION 3 – PROPOSAL SUBMISSION PROVISIONS

3-1 Clarification of Proposals

The GVRTA 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 RFQ Cover Letter, provided his/her 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

GVRTA 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 GVRTA. GVRTA 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 RFQ Terms and Attachments

GVRTA intends to award and negotiate a contract based on the terms, conditions, and attachments contained in this RFQ. 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 RFQ, 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 GVRTA Protest Procedures

Pre-Proposal Protest

A proposer or interested party may file a written protest of the RFQ language, or procedures involved herein, with the GVRTA 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 GVRTA contact listed in Section 1-4 Inquiries, Questions, and Clarifications against GVRTA's award announcement within ten (10) working days after the notification of a conditional award of a contract by GVRTA has been made.

Post-Award Protest

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

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, return receipt requested to:

Scott Truex
GVRTA Executive Director
struex@gunnisonvalleyrta.org

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 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 be qualification-based in accordance with the Brooks Act. Under this procedure, a vendor submits only a technical proposal outlining its qualifications and experience applicable to this solicitation. The vendor does not provide cost data. Following the technical evaluation process, GVRTA will select the highest ranked proposer for contract negotiations.

GVRTA has selected Proposal Evaluation Committee participants in advance comprised of GVRTA 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 RFQ 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 of 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 GVRTA 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 RFQ.

The Proposer shall maintain at all times, the necessary licenses, permits, or certifications required to complete work of this nature and may be required to furnish evidence of the same at GVRTA request.

4-3 Evaluation of Proposals

All proposal submissions deemed responsive, with proposers deemed responsible, shall be evaluated by the Evaluation Committee. The 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, an Evaluation Committee meeting will be held to complete the evaluation of the submissions. The highest scoring proposer will then be invited to meet with GVRTA to begin scope of work and fee negotiations. If a fair and reasonable fee cannot be agreed to between the highest ranked proposer and GVRTA, then GVRTA staff will meet with the second highest scoring proposer to begin scope of work and fee negotiations. This process will continue on to the third highest scored proposer, etc., until a fair and reasonable scope and fee are agreed to by both parties.

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 an 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:

Technical Proposal Components: 40%

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.

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 reevaluate the proposals of those companies/firms interviewed.

Key Personnel/Capacity: 30%

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

Past Performance: 30%

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

4-5 Price Proposal

The firm that submitted the proposal receiving the highest overall total score will be requested to submit a price proposal. Upon receipt of the price proposal, the GVRTA Evaluation Committee will review the proposal and enter into negotiations. If the Evaluation Committee cannot negotiate a price considered fair and reasonable with the highest ranked proposer, negotiations will be terminated and the firm with the next highest ranking will be requested to submit a price proposal.

For work for which hourly billing is appropriate, GVRTA and the winning proposer will negotiate rates before the contract is executed. The proposer will be required to submit its audited overhead rate.

4-6 Contract Award

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

Contract award will occur when GVRTA signs the contract or issues a purchase order. No other act of GVRTA 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.

4-7 Execution of Contract and Notice to Proceed

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

4-8 Public Disclosure of Proposals – Colorado Open Records Act

GVRTA is subject to the Colorado laws in connection with the Colorado Open Records Act (CORA). Therefore, the contents of this RFQ and a proposer's submission in response to this RFQ shall be considered public and are subject to CORA statutes. As such, all proposals submitted to GVRTA 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 GVRTA'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 GVRTA.

SECTION 5 – CONTRACTUAL TERMS AND CONDITIONS

A copy of a professional services contract GVRTA will be executing for this project is provided in this section as means of defining contractual terms and conditions to which proposers are subject.

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services (herein "Contract") is entered into this _____ day of _____, 2021, by and between the **Gunnison Valley Rural Transportation Authority ("GVRTA")** whose address is P.O. Box 39, Crested Butte, CO 81224, and _____, whose address is _____ (herein "Contractor").

RECITALS

1. GVRTA owns lots within the Whetstone Industrial Park in Crested Butte and desires to contract with the Contractor to provide architectural and engineering services for the construction of a bus storage facility.
2. Contractor is a _____ located in _____ who

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES.

The scope of services to be performed by Contractor is set forth in Section 2 of the Request for Qualifications (RFQ), which RFQ is expressly made a part of the terms of this Contract.

Services must be provided according to all applicable federal, state and local laws and regulations. All Services shall be performed in a timely manner according to the schedule for each element of the scope of services as agreed to by the parties.

2. USE OF MATERIALS.

GVRTA shall retain all rights to use materials and documents produced by Contractor with no additional approval by Contractor.

3. COMPENSATION.

In consideration and in exchange for Contractor's performance of the Services, _____ shall pay Contractor fees not to exceed _____ and 00/100 U.S. Dollars (\$_____).

Each element of the Services to be provided are calculated as follows:

Section 2-1 Project Management	\$ _____
Section 2-2 Project Initiation	\$ _____
Section 2-3 Design Development Documents	\$ _____
Section 2-4 Develop Bid and Final Construction Documents	\$ _____
Section 2-5 Bidding Services	\$ _____
Section 2-6 Construction Engineering Assistance/Management Services/Inspection	\$ _____
Section 2-7 Potential Optional Services	\$ _____

Contractor shall forward invoices for services detailing the calculation used to determine the value of work, along with a breakdown of the scope of work to which the invoice applies, on a monthly basis and at the completion of all services. GVRTA shall forward payment within 30 days of the invoice billing date.

4. TERMANDSERVICE SCHEDULE.

The term of this Contract shall commence on the date this Contract is entered into as set forth above and shall expire upon completion of Services but no later than _____.

Notification of Delay:

Contractor will notify GVRTA's Program Manager as soon as Contractor has, or should have, knowledge that an event has occurred which will delay delivery or start-up of services. Within five days, Contractor will confirm such notice in writing furnishing as many details as is available.

Request for Extension:

Contractor agrees to supply, as soon as such data are available, any reasonable proofs that are required by GVRTA's Program Manager to make a decision of any request for extension. GVRTA's Program Manager will examine the request and any documents supplied by Contractor and will determine if Contractor is entitled to an extension and the duration of such extension. GVRTA's Program Manager will notify Contractor of the decision in writing. It is expressly understood and agreed that Contractor will not be entitled to damages or compensation, and will not be reimbursed for losses on account of delays resulting from any cause under this provision.

Defective Work, Materials or Services:

When and as often as GVRTA determines that the work, materials, or services furnished under the Contract are not fully and completely performed and/or provided in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to Contractor. Within seven (7) calendar days of receiving such written notification, Contractor must supply GVRTA with a written detailed plan which indicates the time and methods needed to bring the work, materials, or services within GVRTA limits of the Contract. GVRTA may reject or accept this plan at its discretion. In the event this plan is rejected, the work, materials, or services will be deemed not accepted and returned to Contractor at Contractor's expense. This procedure to remedy defects is not intended to limit or preclude any other remedies available to GVRTA by law, including those available under the Uniform Commercial Code.

Prompt Payment to Subcontractors (as applicable):

The Contractor is required to pay each first tier Subcontractor for all work that the Subcontractor has performed to the satisfaction of the GVRTA no later than thirty (30) calendar days after the Contractor has received payment from the GVRTA for that work. Each tier of Subcontractors must likewise pay the next lower tier of Subcontractors within thirty (30) calendar days after receiving payment.

A delay in or postponement of payment to a Subcontractor requires good cause and prior written approval by GVRTA's Executive Director or his/her designee. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.

The GVRTA will not pay the Contractor for work performed unless and until the Contractor ensures that each Subcontractor has been promptly paid under all previous payment requests, as evidenced by the filing with GVRTA of lien waivers (if applicable), canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements.

Failure to comply with these prompt payment requirements is a breach of the Contract which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment.

Summary Report:

Contractor shall submit to GVRTA a quarterly report of services provided to GVRTA under this Contract. The report, in a format agreeable to GVRTA, shall identify by item the amount of work completed, the status of the project in relation to the schedule, and any other information that may be relevant to project oversight.

5. BONDING.

Does not apply to this contract.

6. INSURANCE.

Contractor agrees that at all times during the Term of this Contract that Contractor shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Contract, Contractor will provide insurance certificates to GVRTA listing GVRTA as an additional insured, for the coverages required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to GVRTA.

- A. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement and no less than \$500,000 for Professional Liability Insurance; and
- B. Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Eighty-Seven Thousand Dollars and No Cents (\$387,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million Ninety-Three Thousand Dollars and No Cents (\$1,093,000.00).
- C. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Eighty-Seven Thousand Dollars and No Cents (\$387,000.00) for any injury to one person in any single occurrence and in an amount no less than One Million Ninety-Three Thousand Dollars and No Cents (\$1,093,000.00) for any injury to two or more persons in any single occurrence.

7. INDEPENDENT CONTRACTOR.

- A. In carrying out its obligations and activities under this Contract, Contractor is acting as an independent Contractor and not as an agent, partner, joint venture or employee of GVRTA. Contractor does not have any authority to bind GVRTA in any manner whatsoever.

- B. Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from GVRTA. Further, Contractor is obligated to pay federal and state income tax on any moneys paid it related to the services.

8. INDEMNIFICATION.

- A. Contractor agrees to indemnify, defend and hold harmless GVRTA, its board, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, sub-contractors or agents in connection with this Contract.
- B. This provision shall survive any termination or expiration of this Contract with respect to any liability, injury or damage occurring prior to such termination.

9. DISCRIMINATION.

The Contractor agrees not to discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Contractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures as any governmental authority might demand that GVRTA take for the purpose of complying with any such laws and regulations.

10. ADA COMPLIANCE.

The Contractor assures GVRTA that at all times during the performance of this Contract no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance GVRTA relies.

11. IMMIGRATION COMPLIANCE CERTIFICATION.

- A. Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Contract.
- B. Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Contract.
- C. Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.
- D. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.
- E. Contractor agrees to comply with the provisions of C.R.S. §8-17.5-101 et seq.

12. MISCELLANEOUS.

- A. SEVERABILITY. If any clause or provision of this Contract shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- B. AMENDMENT. No amendment, alteration, modification of or addition to this Contract shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby. Any proposed change in the contract will be submitted to GVRTA for its prior written approval and GVRTA will make the change by a Change Order if agreed upon by both parties in writing. Each written Change Order will expressly include any change in the Contract price or delivery schedule. No oral order or conduct by GVRTA will constitute a Change Order unless confirmed in writing by GVRTA.
- C. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Contract is, or shall be construed to be, a waiver, in whole or part, by GVRTA of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

- D. Use of GVRTA's Name in Contractor Advertising or Public Relations. GVRTA reserves the right to review and approve all GVRTA-related copy prior to publication. Contractor will not allow GVRTA-related copy to be published in Contractor's advertisements or public relations programs until submitting GVRTA-related copy and receiving prior written approval from GVRTA's General Manager. Contractor will agree that published information on GVRTA or its program will be factual, and in no way imply that GVRTA endorses Contractor's firm, service, or product.

13. DELEGATION AND ASSIGNMENT.

This is a contract for services with Contractor and, therefore, Contractor shall not delegate or assign its duties under this Contract without the prior written consent of GVRTA which consent GVRTA may withhold in its discretion.

Subject to the foregoing, the terms, covenants and conditions of this Contract shall be binding on the successors and assigns of either party.

14. TERMINATION.

Either party shall have the right to terminate this Contract at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination.

15. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by facsimile or certified first class US mail, postage prepaid, addressed as follows:

Gunnison Valley RTA: Scott Truex, Executive Director, P.O. Box 39, Crested Butte, CO 81224

Contractor:

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

16. GOVERNING LAW.

This Contract shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Contract shall be in the state District Court governing Gunnison, Colorado.

17. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Contract may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

18. ENTIRE AGREEMENT.

This Contract contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date above written.

GUNNISON VALLEY RURAL TRANSPORTATION
AUTHORITY

By: _____

Title: _____

ATTEST:

Contractor

By: _____

Title: _____

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	GVRTA
	Check-Off	Check-Off
Cover Letter	_____	_____
Company/Firm Qualifications & Capabilities	_____	_____
Related Experience / References	_____	_____
Technical Proposal	_____	_____
Personnel Availability	_____	_____
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 B – Proposal Affidavit

The undersigned hereby declares that he/she has carefully read and examined the Legal Notice, the Scope of Work, the RFQ Proposal Submission Requirements, and the Contractual Provisions, 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 RFQ.
(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 Qualifications designed to limit independent proposals or competition;
3. That the contents of this proposal has not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and
4. That 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

GVRTA, 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 GVRTA 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 GVRTA, 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 GVRTA 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 GVRTA 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 GVRTA to enter into such litigation to protect the interests of the GVRTA, 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: _____