



RFTA Solicitation No. 24-041

REQUEST FOR PROPOSALS AS-NEEDED LOW VOLTAGE CABLING SERVICES

Solicitation Date:	Wednesday, June 5 th , 2024
Deadline for Written Inquiries, Exceptions, and/or Requests for Clarifications:	Tuesday, June 11 th , 2024 at 5:00 PM
RFTA Response to Inquiries and/or Requests for Clarifications:	Friday June 14 th , 2024 at 5:00 PM
Proposals Due:	Monday June 24 th , , 2024 at 10:00 AM

Procurement Department
1517 Blake Ave suite 201
Glenwood Springs, CO 81601
970-384-4857
procurement@rfta.com



NOTICE TO PROPOSERS

SOLICITATION NO. 24-041

The Roaring Fork Transportation Authority (RFTA) is seeking proposals to provide Low Voltage Cabling services on an as-needed and emergency basis. The Solicitation documents will be available June 5, 2024.

Documents may be downloaded from BidNet go to www.bidnetdirect.com, select Colorado, then Roaring Fork Transportation Authority.

To download from BidNet, you must be registered. BidNet does offer free access. If you need assistance with registration or accessing the documents, please contact BidNet Vendor Support at (800) 835-4603 Monday through Friday from 6:00 AM – 6:00PM (MT).

Proposals are due on or before Monday June 24th, 2024 at 10:00 AM (MST). Proposals must be submitted in PDF form through BidNet. Title your document “24-041 YOUR COMPANY NAME” as the title of proposal file. RFTA will not accept late or faxed submissions.

There will not be a preproposal meeting or official site visit but, a site visit may be requested by emailing criggs@rfta.com.

This solicitation does not commit RFTA to award a contract, pay any cost incurred in preparation of submittals, or to contract for services. RFTA reserves the right to reject all proposals received, to waive irregularities and informalities, and to accept the proposal, which is deemed in the best interest of RFTA to accept. For questions or more information, contact RFTA’s Procurement Department at procurement@rfta.com or (970) 384-4861.

Para informacion en Español favor de llamar al (970) 384-4950 o mandar por correo electronico Spanish@rfta.com.

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Part I Purpose of Procurement

The Roaring Fork Transportation Authority (“RFTA”) is the regional public transportation provider for Garfield and Pitkin Counties as well as a portion of southwestern Eagle County in Colorado. RFTA operates commuter bus service along the 40-mile State Highway 82 corridor from Glenwood Springs to Aspen and the 27-mile Interstate 70 corridor from Glenwood Springs to Rifle. In addition, RFTA owns and manages the Rio Grande Rail Corridor from 7th Street in Glenwood Springs to Woody Creek Road in Pitkin County.

RFTA seeks proposals from Certified Low Voltage Cabling installers to provide network, access control and similar cabling services on an as-needed and emergency basis. RFTA has many facilities throughout the Roaring Fork Valley both commercial and residential. The selected service provider will perform services in either scenario. Locations include:

- Aspen Maintenance Facility, Aspen
- Carbondale Maintenance Facility, Carbondale
- Carbondale Office, Carbondale
- Travelers Office, Glenwood Springs
- IT Office, Glenwood Springs
- HR Office, Glenwood Springs
- Parker House Employee Housing, Carbondale
- Main Street Employee Housing, Carbondale
- Rubey Park Transit Center, Aspen
- Rio Grande Trail corridor between Glenwood Springs and Aspen
- RFTA bus stops located between Parachute and Aspen/Snowmass

Part II Scope of Services

The service provider must provide labor, tools, equipment, materials, and supervision for all services performed in a professional manner and to the current version of the International Building Code specifications. The successful service provider shall provide a full range of Low Voltage Cabling services on an as-needed basis including, but not limited to inspections, troubleshooting, installation, maintenance, repairs, testing, and/or replacement of:

- Work associated with renovations;
- Work associated with installation of new equipment in existing buildings, Park and Ride and Bus Stops;
- Residential improvements and/or replacement systems;

Hours of Operation

RFTA considers regular business hours to be Monday – Friday, 7:00am to 5:00pm. RFTA operates 24-hour, 365 day per year. Although RFTA does not observe holidays, RFTA will pay holiday rates for the following: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Response Time

The service provider must respond to requests for non-emergency service within 24-hours of RFTA's initial contact. Response may be via telephone or email. The quote for services must be submitted to RFTA within five (5) business days.

The service provider must respond to requests for emergency services within two (2) hours of RFTA's initial contact. The initial response to ascertain the issue may be by telephone or email. RFTA will make every effort to secure, stabilize, and remediate the emergency while waiting for the service provider's response.

Requirements

The service provider must:

- Have a minimum of three (3) years in business providing Low Voltage Cabling services in a commercial or governmental capacity;
- Perform all work in a professional manner adhering to the current version of the International Building Code standards, as well as local, state and/or federal building codes and/or regulatory requirements;
- Must respond to requests for service within 24 hours of the request. Please note this may mean a call back to schedule the appointment.
- Must be able to respond to emergency service request within two hours. Please note this may mean a call back to discuss the emergency and ability to respond.
- Must have or obtain insurance at the specified levels in the contract;
- Obtain permits whenever required;
- Provide a Safety Plan on certain projects if requested;

Additional Terms or Requirements

Task Orders or requests for services, using federal or state funding will be clearly identified when an estimate is requested. Such Task Orders may require:

- Service provider to pay Davis Bacon/Prevailing Wages;
- To comply with Disadvantaged Business Enterprises (DBE) goals.

By participating and submitting a proposal, the service provider certifies willingness to participate and follow these additional requirements.

Process for Requesting Services

A RFTA project manager, IT manager or designated person will submit a Work Order for services. The service provider must provide a detailed price quote using the rate in the signed contract. Both parties will sign the Work Order and agree on a start date.

Contract Term

The contract will be for one (1) year with four (4) one-year auto-renewals. RFTA will allow an annual price increase based on CPI or a certain percentage for years two through five. The percentage of annual increase must be included in the Cost Proposal, accepted by RFTA, and incorporated into the contract.

RFTA's financial obligation is contingent upon appropriated funds for this particular purpose made available annually by the RFTA Board of Directors. If this contract contemplates RFTA utilizing state or federal funds to meet its obligations herein, the contract shall be contingent upon the availability of those funds for payment pursuant to the terms of this contract.

Because the service provider will not work exclusively for RFTA and will have other clients, RFTA anticipates selecting up to three contractors to provide the service(s). RFTA does not guarantee a minimum dollar value per work order, per year or throughout the contract period. The maximum dollar value per calendar year shall be \$100,000.00 per service provider.

Invoicing

Invoices must contain the following information in order to be processed in a timely manner.

- No lump sum totals will be accepted. Invoices include the hours per Certified Low Voltage Cable installer, laborers, etc. along with the contracted hourly rates.
- Invoices must include the Work Order number and the Contract number. Both are located on the Work Order issued when services were requested.
- Materials must be listed at cost and the percentage over cost as indicated in the contract.
- Approved invoices are paid NET 30.
- Invoices must be sent to the project manager who ordered the service and procurement@rfta.com. It is the service provider's responsibility to get the name of person ordering the service along with telephone number and email address. All invoices must include the Contract Number. Failure to send the invoice to the project manager may result in a significant delay in processing and paying the invoice.

Part III Inquiries and Amendments

Communications during Solicitation, Offer & Award Period.

All official correspondence from RFTA regarding this solicitation shall be transmitted to and from RFTA's Procurement Department. All inquiries, offers, submissions and/or other correspondence regarding this solicitation, excluding protests, must be directed, in writing, to the Procurement Department at criggs@rfta.com.

From the date of issuance of this solicitation through the date of contract award by RFTA, all official communications to and from RFTA will be transmitted in writing (defined as being sent or received via electronic mail). Oral communications regarding this solicitation shall not be considered official communications. RFTA is not responsible for any oral statements made by its employees regarding this solicitation.

Inquiries, Exceptions and/or Requests for Clarifications.

Inquiries, Exceptions and/or Requests for Clarification regarding this solicitation must be submitted to RFTA through BidNet by Tuesday, June 11th, 2024 at 5:00 PM (MST). Written inquiries/exceptions/clarifications must be in the form of questions. Inquiries, exceptions, and/or clarifications received after the submission deadline will not be accepted.

Exceptions to any aspect of the Pro Forma contract must be submitted in writing during the Inquiry period in order to be considered. Exceptions submitted concurrent with a proposal may result in the proposal being deemed non-responsive, and be disqualified. Please note, RFTA understands terms and conditions to use the software license will need to be incorporated into the contract.

RFTA will post responses to BidNet no later than Friday June 14th, 2024 at 5:00 PM (MST).

Amendments to Solicitation

RFTA reserves the right to revise or amend the RFP up to the time set for the submission of proposals. Such revisions and amendments, if any, shall be by a written addendum. If an addendum significantly changes the scope of the RFP, the date set for the submission of proposals may be postponed by any number of days as, in RFTA's opinion that will enable potential Proposers to revise their proposals.

Addendums are considered part of the RFP and will prevail over inconsistent or conflicting provisions contained in the original RFP. It is the Proposer's responsibility to check the BidNet for addenda or updates.

Proposers must acknowledge receipt of all addenda in their proposal. Proposals that fail to reference receipt of addenda may be excluded from consideration for contract award.

Part IV Proposal Format and Submission Information Required from the Proposer

In order to be eligible for evaluation as a responsive proposal, proposals must contain all requested information, be properly signed, and formatted in the order indicated below.

1. Introduction. Include Exhibit B and the information requested below:
 - Name, title, phone number and email address of person authorized to submit proposal on behalf of Proposer.
 - Overview of business
2. Statement of Proposer's Qualifications and Experience. Must include:
 - Key qualifications and experience;
 - Licenses and certificates held;
 - Narrative description and specific examples of the Proposer's experience performing services for public sector clients, if any.
 - Include a list of recent relevant work of at least three (3) references within the last five (5) years. For each client referenced include:
 - Name, telephone number and email address of contact person
 - Type of service provided
3. Services. Provide a list of all services offered, ability to respond to service requests during normal business hours and after hours.
4. Cost Proposal. The Cost Proposal must be submitted separately from the body of the Proposal. Complete and include Exhibit A along with a standard rate sheet for all services offered. The unit cost of the services must include all costs associated with providing the service.
5. Additional Forms and Information.
Exhibit B Proposal Submission
IRS W9 form (download from <https://www.irs.gov/pub/irs-pdf/fw9.pdf>)

Proposal Submission

Proposals must be submitted in PDF format through the BidNet Direct website before Monday June 24th, 2024 at 10:00 AM (MST). Name the proposal file "Your Company Name RFP #24-041". Pricing is submitted as a separate PDF named "Your Company Name – Pricing for RFP #24-041" Failure to identify the file names as requested may result in disqualification.

RFTA will not be responsible for information technology failures, communication failures, or other transmission errors, which may result in submission delays. RFTA shall not be responsible for rejection of .PDF files that exceed size limitations for attachments. RFTA will not accept paper, late or facsimile submissions.

Part V Solicitation Evaluation and Award

Proposal Evaluation and Selection

RFTA intends to award a contract to the Proposer whose proposal conforms to the solicitation, is responsive and responsible, and is determined to be the most advantageous to RFTA, taking into consideration price and other evaluation factors set forth below.

Evaluation Criteria and Award Process

The Evaluation Review Committee will evaluate only Proposals that are determined to be responsive and submitted by responsible Proposers.

To determine the most advantageous proposal, the Committee will take into consideration the following criteria listed in relative order of importance:

- Qualifications
- Experience
- Response time
- Cost
- Reference responses

A discussion may be conducted with responsible proposers who submit a Proposal determined to be reasonably susceptible to be selected for award for purpose of clarification to assure full understanding of, and responsiveness to the solicitation requirements.

Contract award is subject to the approval of the RFTA Chief Executive Officer who may, at his sole discretion, delay consideration of the recommended award, reject the recommendation and award the contract to another Proposer, or cancel the procurement altogether.

Part VI Legal

Proposers must familiarize themselves with the legal parameters of doing business with RFTA and the legal terms and conditions of participating in RFTA's procurement process. By participating in the solicitation process, you agree to the terms and conditions, and legal parameters without change. For more information on RFTA's Procurement, Policy and how it affects doing business with us, [Click Here](#).

Small, Minority, and Women Owned Businesses. RFTA encourages small, minority and women owned businesses to participate in all solicitations.

Proposer Costs. Proposers are responsible for all costs incurred with participating in RFTA's solicitation.

Proposal Price Validity. Proposal pricing shall remain valid for a period of ninety (90) days after the deadline for submission.

Modification of Proposals. Proposals may not be modified after the deadline for submission unless RFTA specifically requests modification in writing.

Conditional Proposals. Conditional proposals or proposals taking exception to these instructions, the Pro-Forma contract, the Scope of Services or to other RFTA requirements may be considered non-responsive and may be rejected at RFTA's sole discretion.

Withdrawal of Proposals. The Proposer may withdraw proposals previously submitted to RFTA prior to the time fixed for submission of proposals.

Confidential/Proprietary Information. Proposals received in response to this RFP are considered public records and subject to the Colorado Open Records Act (C.R.S. 24-72-201 to 24-72-309). They shall be fully open to public inspection following award of a contract. If a Proposer believes a portion of the information submitted in its proposal constitutes a trade secret or proprietary information as defined by Colorado state law, the Proposer may request that RFTA consider keeping confidential the trade secrets or proprietary information and be protected from disclosure.

The Proposer must mark in boldface as “PROPRIETARY TRADE SECRET INFORMATION” at the top and bottom of each page of its proposal that contains such information. Notwithstanding the Proposer’s claim of, or designation of information as a trade secret or proprietary information, the determination whether it is or not shall be determined by RFTA under Colorado state law.

Reserved Rights. RFTA reserves the right to reject all proposals, or any portion of a specific proposal for any reason. RFTA reserves the right to:

- Cancel the solicitation and to advertise for new proposals;
- Award a contract to other than the Proposer submitting the lowest price proposal;
- Not to award a contract as a result of this RFP.
- Accept any proposal deemed to be in the best interest of RFTA and to waive any irregularities in any proposal that does not prejudice other Proposers.

Personnel. The Proposer represents that it has, or will secure at its own expense, all personnel required in providing the goods and services under the contract. The Statement of Work or Services as described in the contract shall not be subcontracted or assigned without RFTA’s prior written permission.

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

Contractual Relationships. The Proposer’s contractual responsibility must solely rest with one firm or legal entity, which shall not be a subsidiary or affiliate with limited resources.

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

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

Responsibility for Compliance with Legal Requirements. Proposer’s products, goods, services, and facilities shall be in full compliance with any and all applicable federal, state, and local laws, regulations, ordinances, and standards and any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in this RFP.

Protests. Protests related to this solicitation or resulting contract award must be submitted in writing to the RFTA Procurement Manager. For more information, please see RFTA’s [Procurement Policy](#).

Part VII GENERAL GUIDELINES FOR COMPLETING THE SOLICITATION PACKAGE

- **Solicitation Documents** RFTA has chosen BidNet Direct to publish solicitation documents. RFTA is not responsible for and will not be legally bound by any omissions or errors in solicitation documents posted on any other website that may list the solicitation.
- **Addenda** It is the Proposer/Bidder's sole responsibility to check BidNet Direct for any changes or updates to the solicitation.
- **Required Forms** All required forms must be completed in their entirety. If a form does not apply to your business or proposal, please mark the form "Not Applicable," sign, date and include with the submission. Please note some forms require notarization. Failure to complete all forms may result in the Proposal being deemed non-responsive and disqualified.
- **Communications during Solicitation, Offer & Award Period.** All inquiries, and/or other correspondence regarding solicitations, excluding protests, must be submitted in writing to the Procurement Department at procurement@rfta.com. Oral communications regarding this solicitation shall not be considered official communications. RFTA is not responsible for and will not be legally bound by any oral statements made by its employees regarding any solicitation.
- **Submitting Proposals:** RFTA will not be responsible for late or lost deliveries of proposals, nor will RFTA be held responsible for information technology issues that result in delaying submittals. Faxed proposals will not be accepted.
- **Contractual Provisions and Exceptions** The Pro Forma contract or Letter of Agreement (Exhibit C) shall be executed between RFTA and the Contractor. RFTA reserves the right to modify the Pro Forma Contract or Letter of Agreement and/or include additional contractual provisions in the contract at its sole discretion.

Although RFTA has no obligation to consider and/or approve exceptions or changes to the Pro-Forma contract or Letter of Agreement, exceptions will be reviewed during the Inquiry period of the solicitation. Exceptions must be submitted in writing before the Inquiry period ends. Exceptions submitted concurrent with a proposal may result in the proposal declared non-responsive, and lead to disqualification for non-responsiveness.

Part VIII Exhibits

**Exhibit A
COST PROPOSAL**

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

The price breakout must include the total cost to provide the services specified and labor and other rates sufficient to allow for award of Additional Services, if deemed necessary or advantageous for RFTA.

The prices detailed on the Cost Proposal form constitute the proposer's total price for completing the scope of work described in the RFP. RFTA will not incur other additional costs for any additional equipment, services, shipping, handling, or installation.

Rates provided will be used as a basis for additions, subtractions and cost adjustments during the term of the Contract. The rates listed will remain constant for the duration of the Contract unless an annual escalation factor is included in Contract.

Description	Hourly Rate
Certified LV Cable Installer	\$
General Laborer/Helper	\$
Weekend and After Hours	\$
Emergency and Holiday	\$
Other:	\$

Mark-Up on Materials as a percentage over cost: _____ %

Annual Escalation Factor: _____ %

Company

Authorized Signature

Address

Typed/Printed Name

City/State/Zip Code

Title

Phone

Date

Exhibit B
PROPOSAL SUBMISSION FORM

TO: The Roaring Fork Transportation Authority

_____, listed herein hereby submits its offer as indicated below in accordance with the terms of the Notice to Proposer, the Solicitation, the Scope of Services and General Conditions, the FTA or federally required or Recommended Provisions, and all provisions contained in this solicitation. If this Bid is accepted, this document and the referenced Bid documents shall constitute the entire agreement between the parties, and no changes will be recognized unless the parties agree in writing.

Attached, is the Proposal for providing _____ and related services as outlined in this solicitation. I have carefully examined the documents have informed myself thoroughly regarding the conditions and requirements of the solicitation. Any additional information that is requested in the RFP is herein.

I. Proposer Questionnaire

A. SUBMITTING BUSINESS ENTITY IDENTIFICATION & OWNERSHIP DISCLOSURE

Company: _____

Contact Person: _____

Title: _____

Address: _____

Telephone No.: _____

Organized under the laws of the State of _____

Principal place of business located at _____

Taxpayer Identification Number: _____

Indicate which of the following apply:

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

B. OTHER INFORMATION

1. General character of work performed by your firm:

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

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

II. ACKNOWLEDGMENT OF ADDENDA

Acknowledged receipt of each addendum must be clearly established and included with the Offer. Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. The signer herein acknowledges receipt of the following addenda to the documents:

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

III. AFFIDAVIT OF NON-COLLUSION

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

1. That I am the proposer (if the proposer is an individual), a partner of the proposer (if the proposer is a partnership), or an officer or employee of the bidding corporation, having authority to assign on its behalf (if the proposer is a corporation); and
2. That the attached bid or Proposers have been arrived at by the proposer independently, and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other Proposer of materials, supplies, equipment goods or services described in the request for proposal, designed to limit independent bidding or competition; and
3. That the contents of the bid or Proposers 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 or proposals, and will not be communicated to any such person prior to the official opening of the proposal or proposals; and

4. That no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____; and

5. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

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

ARTICLE 17.5

ILLEGAL ALIENS - PUBLIC CONTRACTS FOR SERVICES

8-17.5-101. Definitions.

As used in this article, unless the context otherwise requires:

(1) (Deleted by amendment, L. 2008, p. 736, § 1, effective May 13, 2008.)

(2) "Contractor" means a person having a public contract for services with a state agency or political subdivision of the state.

(3) "Department" means the department of labor and employment.

(3.3) "Department program" means the employment verification program established pursuant to section 8-17.5-102 (5) (c).

(3.7) "E-verify program" means the electronic employment verification program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended, and jointly administered by the United States department of homeland security and the social security administration, or its successor program.

(4) "Executive director" means the executive director of the department of labor and employment.

(4.5) "Newly hired for employment" means hired to work in the United States since the effective date of the public contract for services.

(5) "Political subdivision" means any city, county, city and county, town, special district, school district, local improvement district, or any other kind of municipal, quasi-municipal, or public corporation organized pursuant to law.

(6) (a) "Public contract for services" means any type of agreement, regardless of what the agreement may be called, between a state agency or political subdivision and a contractor for the procurement of services.

(b) "Public contract for services" does not include:

(I) Agreements relating to the offer, issuance, or sale of securities, including but not limited to agreements pertaining to:

(A) Underwriting, marketing, remarketing, paying, transferring, rating, or registering securities; or

(B) The provision of credit enhancement, liquidity support, interest rate exchanges, or trustee or financial consulting services in connection with securities;

(II) Agreements for investment advisory services or fund management services;

(III) Any grant, award, or contract funded by any federal or private entity for any research or sponsored project activity of an institution of higher education or an affiliate of an institution of higher education that is funded from moneys that are restricted by the entity under the grant, award, or contract. For purposes of this subparagraph (III), "sponsored project" means an agreement between an institution of higher education and another party that provides restricted funding and requires oversight responsibilities for research and development or other specified programmatic activities that are sponsored by federal or private agencies and organizations.

(IV) Intergovernmental agreements; or

(V) Agreements for information technology services or products and services.

(7) "Services" means the furnishing of labor, time, or effort by a contractor or a subcontractor not involving the delivery of a specific end product other than reports that are merely incidental to the required performance.

(8) "State agency" means any department, commission, council, board, bureau, committee, institution of higher education, agency, or other governmental unit of the executive, legislative, or judicial branch of state government.

Source: L. 2006: Entire article added, p. 1694, § 1, effective August 7. **L. 2008:** (1), (5) and (6) amended and (3.3), (3.7), and (4.5) added, p. 736, § 1, effective May 13.

8-17.5-102. Illegal aliens - prohibition - public contracts for services - rules.

(1) A state agency or political subdivision shall not enter into or renew a public contract for services with a contractor who knowingly employs or contracts with an illegal alien to perform work under the contract or who knowingly contracts with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under the contract. Prior to executing a public contract for services, each prospective contractor shall certify that, at the time of the certification, it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the contractor will participate in the e-verify program or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services.

(2) (a) Each public contract for services shall include a provision that the contractor shall not:

(I) Knowingly employ or contract with an illegal alien to perform work under the public contract for services; or

(II) Enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services.

(b) Each public contract for services shall also include the following provisions:

(I) A provision stating that the contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the e-verify program or the department program;

(II) A provision that prohibits the contractor from using either the e-verify program or the department program procedures to undertake preemployment screening of job applicants while the public contract for services is being performed;

(III) A provision that, if the contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the contractor shall be required to:

(A) Notify the subcontractor and the contracting state agency or political subdivision within three days that the contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(B) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph (A) of this subparagraph (III) the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;

(IV) A provision that requires the contractor to comply with any reasonable request by the department made in the course of an investigation that the department is undertaking pursuant to the authority established in subsection (5) of this section.

(3) If a contractor violates a provision of the public contract for services required pursuant to subsection

(2) of this section, the state agency or political subdivision may terminate the contract for a breach of the contract. If the contract is so terminated, the contractor shall be liable for actual and consequential damages to the state agency or political subdivision.

(4) A state agency or political subdivision shall notify the office of the secretary of state if a contractor violates a provision of a public contract for services required pursuant to subsection (2) of this section and the state agency or political subdivision terminates the contract for such breach. Based on this notification, the secretary of state shall maintain a list that includes the name of the contractor, the state agency or political subdivision that terminated the public contract for services, and the date of the termination. A contractor shall be removed from the list if two years have passed since the date the contract was terminated, or if a court of competent jurisdiction determines that there has not been a violation of the provision of the public contract for services required pursuant to subsection (2) of this section. A state agency or political subdivision shall notify the office of the secretary of state if a court has made such a determination. The list shall be available for public inspection at the office of the secretary of state and shall be published on the internet on the web site maintained by the office of the secretary of state.

(5) (a) The department may investigate whether a contractor is complying with the provisions of a public contract for services required pursuant to subsection (2) of this section. The department may

conduct on- site inspections where a public contract for services is being performed within the state of Colorado, request and review documentation that proves the citizenship of any person performing work on a public contract for services, or take any other reasonable steps that are necessary to determine whether a contractor is complying with the provisions of a public contract for services required pursuant to subsection (2) of this section. The department shall receive complaints of suspected violations of a provision of a public contract for services required pursuant to subsection (2) of this section and shall have discretion to determine which complaints, if any, are to be investigated. The results of any investigation shall not constitute final agency action. The department is authorized to promulgate rules in accordance with article 4 of title 24, C.R.S., to implement the provisions of this subsection (5).

(b) The executive director shall notify a state agency or political subdivision if he or she suspects that there has been a breach of a provision in a public contract for services required pursuant to subsection (2) of this section.

(c) (I) There is hereby created the department program. Any contractor who participates in the department program shall notify the department and the contracting state agency or political subdivision of such participation. A participating contractor shall comply with the provisions of subparagraph (II) of this paragraph (c) and shall consent to department audits conducted in accordance with subparagraph

(III) of this paragraph (c). Failure to meet either of these obligations shall constitute a violation of the department program. The executive director shall notify a contracting state agency or political subdivision of such violation.

(II) A participating contractor shall, within twenty days after hiring an employee who is newly hired for employment to perform work under the public contract for services, affirm that the contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. sec. 1324a, and not altered or falsified the identification documents for such employees. The contractor shall provide a written, notarized copy of the affirmation to the contracting state agency or political subdivision.

(III) The department may conduct random audits of state agencies or political subdivisions to review the affidavits and of contractors to review copies of the documents required by subparagraph (II) of this paragraph (c). Audits shall not violate federal law.

(6) Nothing in this section shall be construed as requiring a contractor to violate any terms of participation in the e-verify program.

Source: L. 2006: Entire article added, p. 1695, § 1, effective August 7. **L. 2007:** (1) and (2)(b)(I) amended, p. 119, § 1, effective August 3. **L. 2008:** (1), (2)(b)(I), (2)(b)(II), and (5)(a) amended and (5)(c) and (6) added, pp. 737, 738, 739, §§ 2, 3, 4, effective May 13.

Exhibit C
PROFORMA CONTRACT SAMPLE



SERVICE CONTRACT

No.: 24-041.

CONTRACT made as of ___ day of _____, in the year 2024.

BETWEEN RFTA:

Roaring Fork Transportation Authority (RFTA)
2307 Wulfsohn Road
Glenwood Springs, Colorado 81601
Phone: (970) 384-4913
RFTA Project Manager: Tim Madden
Email: tmadden@rfta.com

Contract Amount:

Total Not to Exceed Annually:
\$100,000.00

And Service Provider:

Contract Expiration Date:

Renewal Options: Four options to
renew for a twelve-month period after
initial term.

Summary Description of Services:

Provide As-Needed Low Voltage Cabling Services

Exhibits appended and made a part of this Contract:

Exhibit A: Scope of Services
Exhibit B: Compensation
Exhibit C: General Terms and Conditions
Exhibit D: Service Provider's Proposal, Bid, or Quote
Exhibit E: Solicitation

RFTA is the Roaring Fork Transportation Authority ("RFTA"), a regional transportation authority created pursuant to section 43-4-601, et. seq., C.R.S., as amended, located at 2307 Wulfsohn Road Glenwood Springs, Colorado 81601.

I. SCOPE OF SERVICES

The required Services are as enumerated in Exhibit A attached hereto and incorporated herein.

II. COMPENSATION AND PAYMENT

The terms for Compensation and Payment are set forth in Exhibit B, attached hereto, and incorporated herein. RFTA will pay the Service Provider the amount indicated on the cover page as full and complete compensation for provision of the Services.

Payment to the Service Provider is conditioned upon compliance by the Service Provider with all provisions of this Contract and Service Provider furnishing RFTA with the following:

- a. Service Provider's properly supported and audit-worthy invoice for the Services provided.
- b. Proof satisfactory to RFTA that there are no unsatisfied claims and that no other indebtedness exists in connection with the Services.
- c. All documents, records, correspondence, and deliverables, which the Service Provider and other persons providing the Services are, required to furnish to RFTA under the Contract.

The invoice submitted to RFTA for payment shall include:

- The applicable RFTA Contract number and Work Order number;
- Total invoice amount (including itemized amounts charged for labor and materials); total number of labor hours expended and labor billing rates;
- Invoice billing date; description of the Services provided (including completed Deliverables); and
- Any other information that RFTA may reasonably require.

The invoice shall be submitted to RFTA's Project Manager, Tim Madden, with a copy to procurement@rfta.com. RFTA pays approved invoices NET30.

The presentation of the invoice by Service Provider to RFTA as set forth in this paragraph constitutes an express warranty and representation by Service Provider to RFTA that the Services have been provided in their entirety and that the quality of the Services is in accordance with this Contract. No approval of any invoice, nor any payment, final or otherwise, nor any use or approval of deliverables by RFTA shall itself constitute Acceptance of the Services.

III. TERM OF CONTRACT or WORK COMPLETED BY DATE

Service Provider shall complete the Scope of Services and/or perform the services on or before enter date here.

No revision to this Contract or extension of the Term shall be of any force and effect unless made in writing and signed by both RFTA and Service Provider.

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

IV. CONTRACT DOCUMENTS

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

- a. Work Order(s);
- b. Amendment(s);
- c. Exhibit A - Scope of Services;
- d. Exhibit B- Compensation;
- e. Exhibit C - Terms and Conditions;
- f. Exhibit D - Service Provider's Bid or Proposal;
- g. Exhibit E - Solicitation Documents.

All modifications to this Contract after execution shall be in the form of a written amendment agreed to and signed by both parties. This Contract represents the entire and integrated contract between the parties hereto and supersedes all prior negotiations, representations, or Contracts, either written or oral.

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

SERVICE PROVIDER

ROARING FORK TRANSPORTATION AUTHORITY

By: _____
Name, Title

By: _____
Dan Blankenship, Chief Executive Officer

Reviewed By: _____
Kurt Ravenschlag, Chief Operating Officer

Address:

Address:
2307 Wulfsohn Road
Glenwood Springs, Colorado 81601

APPROVED AS TO FORM AND LEGALITY

By: _____
Paul J. Taddune, RFTA General Counsel

EXHIBIT A: SCOPE OF SERVICES

RFTA seeks proposals from Certified Low Voltage Cabling installers to provide network, access control and similar cabling services on an as-needed and emergency basis. RFTA has many facilities throughout the Roaring Fork Valley both commercial and residential. The selected service provider will perform services in either scenario. Locations include:

- Aspen Maintenance Facility, Aspen
- Carbondale Maintenance Facility, Carbondale
- Carbondale Office, Carbondale
- Travelers Office, Glenwood Springs
- IT Office, Glenwood Springs
- HR Office, Glenwood Springs
- Parker House Employee Housing, Carbondale
- Main Street Employee Housing, Carbondale
- Rubey Park Transit Center, Aspen
- Rio Grande Trail corridor between Glenwood Springs and Aspen
- RFTA bus stops located between Parachute and Aspen/Snowmass

The service provider must provide labor, tools, equipment, materials, and supervision for all services performed in a professional manner and to the current version of the International Building Code specifications. The successful service provider shall provide a full range of Low Voltage Cabling services on an as-needed basis including, but not limited to inspections, troubleshooting, installation, maintenance, repairs, testing, and/or replacement of:

- Work associated with renovations;
- Work associated with installation of new equipment in existing buildings, Park and Ride and Bus Stops;
- Residential improvements and/or replacement systems;

Hours of Operation

RFTA considers regular business hours to be Monday – Friday, 7:00am to 5:00pm. RFTA operates 24-hour, 365 day per year. Although RFTA does not observe holidays, RFTA will pay holiday rates for the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Response Time

The service provider must respond to requests for non-emergency service within 24-hours of RFTA's initial contact. Response may be via telephone or email. The quote for services must be submitted to RFTA within five (5) business days.

The service provider must respond to requests for emergency services within two (2) hours of RFTA's initial contact. The initial response to ascertain the issue may be by telephone or email. RFTA will make every effort to secure, stabilize, and remediate the emergency while waiting for the service provider's response.

Requirements

The service provider must:

- Have a minimum of three (3) years in business providing Low Voltage Cabling services in a commercial or governmental capacity;
- Perform all work in a professional manner adhering to the current version of the International Building Code standards, as well as local, state and/or federal building codes and/or regulatory requirements;
- Must respond to requests for service within 24 hours of the request. Please note this may mean a call back to schedule the appointment.
- Must be able to respond to emergency service request within two hours. Please note this may mean a call back to discuss the emergency and ability to respond.
- Must have or obtain insurance at the specified levels in the contract;
- Obtain permits whenever required;
- Provide a Safety Plan on certain projects if requested;

Process for Requesting Services

- A RFTA project manager, IT manager or designated person will submit a Work Order for services. The service provider must provide a detailed price quote using the rate in the signed contract. Both parties will sign the Work Order and agree on a start date.

EXHIBIT B: COMPENSATION

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

The price breakout must include the total cost to provide the services specified and labor and other rates sufficient to allow for award of Additional Services, if deemed necessary or advantageous for RFTA.

The prices detailed on the Cost Proposal form constitute the proposer's total price for completing the scope of work described in the RFP. RFTA will not incur other additional costs for any additional equipment, services, shipping, handling, or installation.

Rates provided will be used as a basis for additions, subtractions and cost adjustments during the term of the Contract. The rates listed will remain constant for the duration of the Contract unless an annual escalation factor is included in Contract.

Description	Hourly Rate
Certified LV Cable Installer	\$
General Laborer/Helper	\$
Weekend and After Hours	\$
Emergency and Holiday	\$
Other:	\$

Mark-Up on Materials as a percentage over cost: _____ %

Annual Escalation Factor: _____ %

EXHIBIT C: RFTA GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are incorporated into this Contract between Service Provider and RFTA. The provisions herein are integral and a part of the Contract and shall not be deemed amended unless specifically set forth in the Contract to which they are attached.

RFTA's Project Manager for this Service Contract (Contract) shall be as identified in the Contract. RFTA's Project Manager shall have authority to make decisions and give directions regarding the scope of services on RFTA's behalf under this Contract unless otherwise designated in writing by the Chief Executive Officer (CEO). RFTA's CEO shall have the right to designate and assign a different project manager for RFTA's convenience from time to time. All notices and other communications with respect to this Contract must be directed to RFTA's Procurement Department procurement@rfta.com.

1. SCOPE OF SERVICES

The required Services are as enumerated and described in Exhibit A – Scope of Services

2. INDEPENDENT SERVICE PROVIDER

- A. Service Provider shall provide the Services required under this Contract as an Independent Service Provider, not as an agent or employee of RFTA. Service Provider has no authority to make any statement, representation, or commitment of any kind or to take any action binding upon RFTA, without RFTA's written authorization. RFTA is only interested in the results of the Services provided by the Service Provider; the manner of legally achieving those results is the responsibility of Service Provider.
- B. All of the Services required by this Contract shall be provided by Service Provider or under its supervision, and all personnel engaged in the Services shall be fully qualified. Furthermore, it is understood by Service Provider that RFTA will not provide insurance or benefits of any nature to the Service Provider, its employees, or sub-Service Providers.
- C. Service Provider agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the Provision of the Services hereunder. Service Provider further agrees that in the performance of the Contract, no person having any such interests shall be employed. Service Provider shall not employ any person or persons in the employ of RFTA for any work required by the terms of this Contract without the written permission of RFTA.
- D. Service Provider warrants that it shall use the highest professional principles and practice in the performance of its obligations under this Contract and that its performance shall reflect the highest professional knowledge, skill, and judgment. Service Provider further warrants and agrees that Service Provider, and any persons assigned by Service Provider, shall perform this Contract in compliance with all federal, state, and local laws, statutes, acts, ordinances, rules, regulations, codes, or standards.

3. REVIEW OF WORK

Authorized representatives of RFTA may, at all reasonable times review and inspect the Services, financial reports, and data collected under the terms of this Contract and any amendments thereto. All reports, drawings, studies, specifications, estimates, maps, and computations prepared by or for the Service Provider pursuant to this Contract, shall be available to authorized representatives of RFTA for inspection and review at all reasonable times. Acceptance shall not relieve the Service Provider of its professional obligation to correct, at its expense, any of its negligent errors in the work.

4. CHANGES TO THE CONTRACT

RFTA shall have the right, with additional consent from Service Provider and without invalidating the Contract, to add, delete, or change the required Services. RFTA shall issue Amendments to make additions, deletions, or changes to the required Services, budget, or term. To initiate an Amendment, RFTA shall send

Service Provider a Request for Amendment. Upon receipt, Service Provider shall prepare an estimate of the effects of the change on the Budget and/or Term. Upon agreement between Service Provider and RFTA on the effects of the change, RFTA shall issue an Amendment specifying the change.

5. INDEMNIFICATION

Service Provider shall indemnify, hold harmless and, not excluding RFTA's right to participate, defend RFTA, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Service Provider or any of its officers, directors, agents, employees or sub-Service Providers. This indemnity includes any claim or amount arising out of, or recovered under the Workers' Compensation Law or arising out of the failure of the Service Provider to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Service Provider from and against any and all claims. It is agreed that Service Provider will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, Service Provider agrees to waive all rights of subrogation against RFTA its officers, officials, agents, and employees for losses arising from the work performed by Service Provider for RFTA. Nothing contained herein waives or is intended to waive any protections that may be applicable to RFTA under the Governmental Immunity Act, §24-10-101 et. seq., C.R.S., or any other rights, protections, immunities, defenses, or limitations on liability provided by law, and subject to any applicable provisions of the Colorado Constitution and applicable laws.

5. INSURANCE

Insurance Requirements are as follows:

- A. Service Provider shall procure and maintain, until all of its obligations under this Contract have been discharged, including until any warranty periods under this Contract are satisfied, the following types of insurance coverage and limits of liability. These insurance requirements and the obligations of indemnification shall apply to anyone hired by Service Provider to work under this Contract. Service Provider shall procure and maintain in effect the following types of insurance at least as broad and with limits of liability not less than those stated below.
- B. The insurance requirements herein are minimum requirements for this Contract. RFTA in no way warrants that the minimum limits contained herein are sufficient to protect Service Provider from liabilities that might arise out of the performance of the Services under this Contract by Service Provider, representatives, employees, or sub-Service Providers and Service Provider is free to purchase such additional insurance as may be determined necessary.

Worker's Compensation and Employer's Liability

Coverage A Colorado Statutory Requirement

Sole proprietors with no employees shall be exempt with a properly executed waiver of coverage form.

Coverage B, Employer's Liability

\$500,000 each accident

\$500,000 disease, policy limit

\$500,000 disease, each employee

Commercial General Liability Insurance

Combined Bodily Injury and Property Damage Liability:

Each Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000

Professional Liability (Errors and Omissions Liability)

This section shall be amended for sole proprietors or small businesses where indicated on the above in the Exclusion/Amendment section of this Contract.

The policy shall cover professional misconduct or lack of ordinary skill for those services defined in the Scope of Services of this Contract.

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Service Provider warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discover period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

Minimum limits:	
Aggregate	\$1,000,000
Per Loss	\$1,000,000

Business Automobile Liability

Combined bodily injury and property damage	\$1,000,000
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Proof of personal automobile liability insurance is required for sole proprietors with no employees. Service Provider shall provide a copy of a personal insurance card.

- C. Certificates of Insurance: The Service Provider shall furnish to RFTA a certificate(s) of insurance (using ACORD form or equivalent) provided by the Service Provider's insurance carrier or agent to show that the insurance specified in this Contract is in force stating policy numbers, dates of expiration, limits of liability and coverages thereunder, the name of the project, or "Any and All Operations" if working on more than one project and further providing that the insurance shall not be cancelled until the expiration of thirty (30) days after written notice of such cancellation has been mailed to RFTA. Such notice shall be mailed certified mail, return receipt requested.
- D. Special Insurance Provisions:
- 1) If Service Provider fails to procure and maintain such insurance, Service Provider will be in breach of the Contract, and RFTA shall have the right to proceed with Termination of the Contract and seek whatever judicial remedies may be appropriate.
 - 2) Maintenance of the foregoing insurance coverage shall in no way be interpreted as relieving Service Provider of any responsibility hereunder. Service Provider may secure, at its own expense, such additional insurance, as Service Provider deems necessary.
 - 3) Insurance coverage carried by Service Provider shall not be subject to limitations, conditions or restrictions reasonably deemed by RFTA to be inconsistent with the intent of the Insurance Requirements to be fulfilled by Service Provider.
 - 4) All policies are to be written through companies duly entered and authorized to transact that class of insurance in the state in which the project is located. The insurance companies must have an A.M. Best rating of A: IX or better in the most recent Best's Key Rating Guide.
 - 5) Approval, disapproval, or failure to act by RFTA regarding any insurance supplied by Service Provider shall not relieve Service Provider of full responsibility or liability for damages. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate Service Provider from liability.

- 6) Cross-Liability Coverage. If the liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- 7) Service Provider shall make no special payments for any insurance that Service Provider may be required to carry as identified herein; all are included in the Contract price and in the included unit prices.
- 8) Service Provider shall require all sub-contractors to procure and maintain all insurance as set forth in this Contract.
- 9) Service Provider shall furnish copies of certificates of insurance evidencing coverage for each sub-contractor when required by RFTA.
- 10) RFTA shall have the right, but not the obligation, of prohibiting Service Provider or any sub-contractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by RFTA.
- 11) Service Provider shall require all of its sub-contractors to provide the aforementioned coverage at levels that the Service Provider and its subcontractors may consider necessary and any deficiency in the coverage or policy limits of the subcontractors. shall be the sole responsibility of Service Provider.
- 12) Contractual Liability. The insurance provisions in this Contract in no way affect the liability of Service Provider or the indemnity covenants stated elsewhere in this Contract.
- 13) Deductibles and Self-Insured Retention. All deductibles and/or self-insured retention amounts must be declared to RFTA.
- 14) Certificates of Insurance. Before commencing performance on the Contract, Service Provider and its subcontractors (if requested) shall furnish certificates(s) of insurance (using ACORD form or equivalent) to RFTA evidencing:
 - i. Insurance coverage in accordance with this paragraph.
 - ii. Signature by person authorized by insurer to bind coverage on its behalf,
 - iii. Effective expiration dates of policies.
 - iv. RFTA shall be given thirty (30) days written notice, in accordance with policy terms, of all cancellation, non-renewal, or material changes in policy by either Insurer or Service Provider.
 - v. RFTA is added as Additional Insured party on the Commercial General Liability policies.
 - vi. Any deductible and/or self-insured retention.
 - vii. Certificate of Insurance title block format is as follows: Roaring Fork Transportation Authority, 0051 Service Center Drive, Aspen, Colorado 81611

- E. This requirement has been modified from the usual RFTA requirements in recognition of the limited liability intrinsic to the Services required under this Contract. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of the Contract.

10. SUBLETTING, ASSIGNMENT, OR TRANSFER

- A. It is understood by the parties to this Contract that the work of the Service Provider is considered personal by RFTA. The Service Provider agrees not to assign, sublet, or transfer any or all of its interest in this Contract without prior written approval by RFTA. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon any successors and assigns of the parties hereto.
- B. RFTA reserves the right to review all subcontracts prepared in connection with the Contract, and Service Provider shall submit to RFTA any proposed subcontract documents together with subcontractor cost estimates for review and written concurrence of RFTA no later than five (5) business days in advance of their execution.

- C. Any contract between Service Provider and any subcontractor shall comply with all provisions of this Contract. RFTA's approval of any assignment, sublet, or transfer shall not release Service Provider of any obligation under this Contract. As between RFTA and Service Provider, the Service Provider shall be fully responsible for the acts and omissions of subcontractors and persons either directly or indirectly employed by Service Provider. Nothing contained in this Contract shall create any contractual relation between any subcontractor and RFTA.
- D. All subcontracts in the amount of \$10,000.00 or more shall include the provisions set forth in this Contract.

11. TERMINATION

- A. Termination for Cause. If Service Provider fails to perform in the manner called for in this Contract or if Service Provider fails to comply with any other provisions of this Contract, RFTA may terminate this Contract for cause. Termination shall be affected by serving a notice of termination on Service Provider setting forth the manner in which service Provider has breached or is in default. Service Provider will only be paid the Contract price for Services provided in accordance with the manner of performance set forth in this Contract.
- B. If it is later determined by RFTA that Service Provider has an excusable reason for not performing, such as a strike, fire, flood or other events which are not the fault of or are beyond the control of Service Provider, RFTA, after setting up a new delivery or performance schedule, may allow Service Provider to continue work or treat the termination as a termination of convenience.

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

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

12. APPLICABLE LAWS AND VENUE FOR RESOLUTION OF CLAIMS AND DISPUTES

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

- A. Definition. A claim is a demand or assertion by one of the Parties seeking, as a matter of right, adjustment of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "claim" also includes other disputes between RFTA and Service Provider arising out

of or relating to this Contract. Claims shall be made by written notice. The responsibility to substantiate claims shall rest with the party making the claim.

- B. Decision of RFTA's Project Manager. Upon request of Service Provider, claims may be referred initially to the Project Manager for action as provided below.
- C. Time Limits on Claims. Claims by Service Provider shall be made within 21 days after occurrence of the event giving rise to such claim or within 21 days after the claimant first recognizes, or reasonably should have recognized, the condition giving rise to the claim, whichever is the later. An additional claim made after the initial claim has been resolved will not be considered unless submitted in a timely manner.
- D. Continuing Contract Performance. Pending final resolution of a claim, including litigation, unless otherwise directed by RFTA in writing, Service Provider shall proceed diligently with performance of the Contract and RFTA shall continue to make payments in accordance with the Contract.
- E. Waiver of Claims: Final Payment. The making and acceptance of Final Payment shall constitute a waiver of claims by RFTA except those arising from:
 - 1) Liens, claims, security interests, or encumbrances arising out of this Contract and unsettled;
 - 2) Failure of the Work to comply with the requirements of this Contract;
 - 3) Terms of special warranties required by the Contract; or
 - 4) Faulty or defective work appearing after Final Completion.
- F. Negotiation. The parties will attempt in good faith to resolve promptly through negotiation any claim or controversy arising out of or relating to this Contract. If a controversy or claim should arise, RFTA's Project Manager (herein referred to as "RFTA's Project Manager or RFTA's Representative") and Service Provider's principal contact with RFTA (herein referred to as "Service Provider's Field Representative") will meet at least once and will attempt in good faith to resolve the dispute. For such purpose, either may request the other to meet within seven (7) days, at a mutually agreed upon time and place.

If RFTA's Project Manager and Service Provider's Field Representative are not able to resolve the dispute within seven (7) days after the first meeting (or such longer period of time as may be mutually agreed upon), either party may request that RFTA's Chief Operating Officer (herein referred to as "RFTA's COO") and the Service Provider's Management Representative (herein referred to as "Service Provider's Management Representative") meet at least once to attempt in good faith to resolve the dispute.

If RFTA's COO and Service Provider's Management Representative are not able to resolve the dispute within fourteen (14) days after the first meeting of RFTA's Project Manager and Service Provider's Field Representative (or such longer period of time as may be mutually agreed upon), RFTA's COO will notify the Service Provider's Management Representative in writing that RFTA's COO shall render a decision within seven (7) days, which decision shall be considered advisory only and not binding in the event of litigation in respect of the claim.

Upon expiration of such time period, RFTA's COO will render to the parties RFTA's written decision relative to the claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Service Provider's default, RFTA may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

Within seven (7) days after the effective date of this Contract, Service Provider shall designate to RFTA

its Field Representative and Management Representative, the latter of whom shall be an executive level individual with authority to settle disputes. RFTA and Service Provider may each change the designation of its Representative and Management Representative, but shall maintain at all times during the term of this Contract both a designated Representative and a designated Management Representative.

- G. Mediation. If the dispute has not been resolved within twenty-one (21) days after the first meeting of RFTA's Project Manager and Service Provider's Field Representative (or such longer period of time as may be mutually agreed upon), either party may refer the claim or controversy to non-binding mediation by sending a written mediation request to the other party. In the event that such a request is made, the parties agree to participate in the mediation process. Non-binding mediation of claims or controversies under this Contract shall be conducted by a professional mediator that is mutually acceptable to and agreed upon by both parties (herein referred to as the "Mediator"). The parties and the Mediator may join in the mediation any other party necessary for a mutually acceptable resolution of the dispute. Should the Mediator be unable or unwilling to continue to serve, the parties Contract will control.
- H. This Contract constitutes the entire Contract of the parties, all prior discussions, representations, and Contracts being merged herein. This Contract may not be changed, modified, extended, or amended, nor any provision thereof waived, except by a written amendment executed by duly authorized representatives of the respective parties. The captions in this Contract are for convenience only and shall not affect the substantive meaning of any provision herein.
- I. Except as expressly set forth herein, the representations, warranties, terms, and provisions of this Contract are for the exclusive benefit of the parties hereto and no other person or entity shall have any right or claim against either party by reason of any of these terms and provisions or be entitled to enforce any of these terms and provisions against either party.
- J. This Contract may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one and the same instrument.
- K. If any provision of this Contract is held to be invalid, illegal, or unenforceable for any reason, the validity, legality, and enforceability of the remaining provisions of this Contract will not be adversely affected.

13. COVENANT AGAINST CONTINGENT FEES

- A. Service Provider warrants that no person or agency has been employed or retained to solicit or obtain this Contract upon a contract or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, RFTA shall have the right to annul this Contract without liability or to deduct from this Contract price of consideration, or otherwise recover, the full amount of the contingent fee.
- B. Bona fide agency, , means an established commercial or selling agency, maintained by a service provider for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain RFTA contracts nor holds itself out as being able to obtain any RFTA contract or contracts through improper influence.
- C. Bona fide employee, , means a person, employed by a service provider and subject to a service provider's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain RFTA contracts nor holds out as being able to obtain any RFTA contract or contracts through improper influence.
- D. Contingent fee, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a RFTA contract.

- E. Improper influence means any influence that induces or tends to induce a RFTA employee or officer to give consideration or to act regarding a RFTA contract on any basis other than the merits of the matter.

14. CONFLICTS OF INTEREST

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

15. NONWAIVER

No failure or waiver or successive failures or waivers on the part of either party, its successors or permitted assigns, in the enforcement of any condition, covenants, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns. The parties hereto understand and agree that RFTA is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act et seq., as from time to time amended, or any other rights, protections, immunities, defenses or limitations on liability provided by law or any applicable provisions of the Colorado Constitution and other applicable laws, or otherwise available to RFTA, its subsidiary, associated and/or affiliated entities, successors, or assigns; or its elected officials, employees, agents, and volunteers.

16. CONFIDENTIAL INFORMATION

Access to government records is governed by the Colorado Open Records Act, C.R.S. 24-72-201 through 24-72-309 et seq. Except as otherwise required by the Colorado Open Records Act, RFTA will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted or disclosed during the term of the Contract. Any such proprietary information, trade secrets or confidential commercial and financial information that Service Provider believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not ensure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such. Notwithstanding Service Provider's claim of or designation of information as proprietary, confidential or a trade secret, the determination whether it is or not will be determined by RFTA under Colorado state law.

Any request for information directed to Service Provider, pursuant to the Colorado Open Records Act, by the public shall be immediately redirected to RFTA for handling. RFTA shall be responsible for providing the response to requests under the Colorado Open Records Act. Service Provider acknowledges and agrees that all records of the Services and the work, including records of the Service Provider and sub-Service Providers are subject to the Colorado Open Records Act, C.R.S. 24-72-201 through 24-72-309 et seq.

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

18. FORCE MAJEURE.

Neither party shall be liable in damages or have the right to terminate this Contract for any delay or default

in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to: acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Colorado or any political subdivision, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within the control of the party claiming such inability.

19. COMPLIANCE WITH SECTION 8-17.5-102, COLORADO REVISED STATUTES CONCERNING ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES

Service Provider agrees that Service Provider shall not:

- A. Contract with an illegal alien to perform work pursuant to this Contract; or
- B. Enter into a contract with a subcontractor that fails to certify to the Service Provider that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

Service Provider has or will with respect to its employees confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation either in the E-Verify Program or Department Program established pursuant to Section 8-17.5-102(5)(c), Colorado Revised Statutes. E-Verify Program means the electronic employment verification program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration or its successor program.

Service Provider shall be prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Contract for services is being performed.

Service Provider agrees that if Service Provider obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Service Provider shall be required to: (a) notify the subcontractor and RFTA within three (3) days that the Service Provider has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor within three (3) days of receiving the notice required pursuant to this paragraph if the subcontractor does not stop employing or contracting with the illegal alien, except that the Service Provider shall not terminate the Contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Service Provider shall comply with any reasonable requests made by the Department of Labor and Employment in the course of an investigation that the Department of Labor and Employment is undertaking pursuant to the authority established in subsection (5) of Section 8-17.5-102, Colorado Revised Statutes, a copy of which is attached.

RFTA may terminate the Contract for breach of contract of any violation of the previously mentioned Sections. If this Contract is so terminated, Service Provider shall be liable for actual and consequential damages to RFTA.

20. FUND AVAILABILITY.

Financial obligations of RFTA payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If Service Contract contemplates RFTA utilizing state or federal funds to meet its obligations herein, this Contract shall be contingent upon the availability of those funds for payment pursuant to the terms of this Contract.

21. RFTA PROCUREMENT POLICY.

Notwithstanding anything to the contrary contained herein or in the Contract Documents, the Contract shall be subject to the RFTA Procurement Policy.

22. NOTICES

All official notices and communications under this Contract shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if delivered personally to the party to whom notice is given, or (ii) at the date of actual receipt if mailed by U.S. Postal Service, postage prepaid, return receipt requested. Notices and other communications shall be directed to the parties at the addresses listed below:

Notice to Vendor:

Company Name
Address
Address
ATTN:
Contract No: 24-041

Notice to RFTA:

Roaring Fork Transportation Authority
2307 Wulfsohn Road
Glenwood Springs, CO 81601
ATTN: Dan Blankenship, Chief Executive Officer
Copy to: Procurement Director

Telephonic and electronic mail communications and facsimile transmittals may be used to expedite communications, but neither shall be considered official communications under this Contract unless and until confirmed in writing.

23. TAXES

RFTA is a political subdivision of the State of Colorado and is exempt from State, other State-collected sales and use taxes, and public improvement fees (PIF), Federal Excise Tax under 26 U.S.C.A. § 4221-4222 (2002).

RFTA shall not reimburse the Service Provider for any State, other sales, use taxes, or public improvement fees incurred as a result of failure to obtain the necessary documentation prior to the purchase of the materials, supplies, or equipment.

24. ENTIRE CONTRACT

This Contract constitutes the entire Contract of the parties, all prior discussions, representations, and Contracts being merged herein. Any attachment or exhibit to this Contract shall be incorporated into and made a part of this Contract. This Contract may not be changed, modified, extended, or amended, nor any provision thereof waived, except by a written amendment executed by duly authorized representatives of the respective parties. The captions in this Contract are for convenience only and shall not affect the substantive meaning of any provision herein.

25. SEPARATE COUNTERPARTS

This Contract and any amendments may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original and all of which together shall constitute one Contract binding on both RFTA and Service Provider, notwithstanding the possible event that all parties may not have signed the same counterpart. Furthermore, Service Provider consents to the use of electronic signatures by either RFTA or Service Provider. Service Provider agrees not to deny the legal effect or enforceability of the Contract solely because it is in electronic form or because an electronic record was used in its formation. Service Provider agrees not to object to the admissibility of the Contract in the form of an electronic record, or a paper copy of an electronic documents, on the grounds that it is an electronic record or that it is not in its original form or is not an original.

26. AUTHORIZATION TO BIND

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