



**Request for Proposal
RFP-4235-16-SH**

**GVT Exterior Bus
Advertising Services**

RESPONSES DUE:

July 19, 2016 prior to 2:30 P.M. Local Time

Accepting Electronic Responses Only

**Responses Only Submitted Through the Rocky Mountain E-Purchasing System
(RMEPS)**

<https://www.rockymountainbidsystem.com/default.asp>

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

PURCHASING REPRESENTATIVE:

Susan Hyatt, Senior Buyer

susanh@gjcity.org

(970) 244-1513

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction/Mesa County solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSAL

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REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction on behalf of Mesa County, Colorado. All contact regarding this RFP is directed to:

RFP QUESTIONS:

Susan Hyatt, Senior Buyer
susanh@gjcity.org

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide Exterior Bus Advertising for the Grand Valley Transit (GVT) system.
- 1.3 The Owner:** The Owner is Mesa County, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 Pre-Proposal Meeting:** A recommended pre-proposal meeting is available for all prospective offerors. The purpose of this visit will be to inspect and to clarify the contents of this Request for Proposal (RFP). This will be the only time available to inspect the buses. **The site visit shall be held at 525 South 6th Street, 2nd Floor Conference Room, Grand Junction, CO on Tuesday June 21, 2106, 9:00 A.M. The meeting will begin at this location, then transfer to 333 West Avenue to continue the site visit.** Nothing stated during the pre-proposal meeting will modify the solicitation. Only information provided in an addendum can modify the solicitation.
- 1.5 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.6 Submission:** Please refer to section 5.0 for what is to be included. **Each proposal shall be submitted in electronic PDF format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>).** *This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our "Electronic Vendor Registration Guide" at <http://www.gjcity.org/BidOpenings.aspx> for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**).

- 1.7 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.8 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.9 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.10 Addenda:** All questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.rockymountainbidsystem.com. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.11 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.12 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.
- 1.13 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this

RFP, subject to limitations outlined in the entitled "Confidential Material". Disqualification of a proposal does not eliminate this right.

1.14 Minimal Standards for Responsible Prospective Offerors: A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements.

- Have adequate financial resources, or the ability to obtain such resources as required.
- Be able to comply with the required or proposed completion schedule.
- Have a satisfactory record of performance.
- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.

1.15 Open Records: Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

1.16 Sales Tax: The Owner is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

1.17 Public Opening: Proposals shall be opened in the City Hall Auditorium, 250 North 5th Street, Grand Junction, CO, 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

2.1. Acceptance of RFP Terms: A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed by the Owner and Contractor. By executing the contract, the Contractor represents that they have familiarized themselves with the local conditions under which the Work is to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution

and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.

- 2.3. OSHA Standards:** All Offerors agree and warrant that services performed in response to this Invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.4. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.5. Responsibility for those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the work under a contract with the Contractor.
- 2.6. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when they find the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Contractor, of the value of Work performed and materials placed in accordance with the Contract Documents. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.
- 2.7. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, they shall restore, at their own expense, such property to a condition similar or

equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.

- 2.8. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the work shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time.
- 2.9. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.10. Uncovering & Correction of Work:** The Contractor shall promptly correct all work found by the Owner as defective or as failing to conform to the contract documents. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner.
- 2.11. Acceptance Not Waiver:** The Owner's acceptance or approval of any work furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his work. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.12. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.13. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.14. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.15. Debarment/Suspension:** The Contractor hereby certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.

- 2.16. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the work to be done or information that comes to the attention of the Offeror during the course of performing such work is to be kept strictly confidential.
- 2.17. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.18. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.19. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.20. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.21. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.21.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.21.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
- 2.21.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.22. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).

- 2.23. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.24. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.25. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.26. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.27. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.28. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.29. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.30. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.

- 2.31. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.32. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.33. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.34. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.35. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.36. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.37. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.38. Gratuities:** The Contractor certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Contractor breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.39. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.40. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.

- 2.41. Default:** The Owner reserves the right to terminate the contract in the event the Contractor fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.42. Multiple Offers:** If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.43. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.44. Definitions:**
- 2.44.1.** "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
 - 2.44.2.** The term "Work" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
 - 2.44.3.** "Contractor" is the person, organization; firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
 - 2.44.4.** "Sub-Contractor" is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.
- 2.45. Public Disclosure Record:** If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

SECTION 3.0: INSURANCE REQUIREMENTS

3.1 Insurance Requirements: The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Subcontractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each accident,
ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and
ONE MILLION DOLLARS (\$1,000,000) disease - each employee

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises, products and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground (XCU) hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision.

- 3.2 Additional Insured Endorsement:** The policies required by paragraphs (b), and (c) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

- 4.1. General/Background:** The Owner is seeking a firm to provide exterior bus advertising services for the Grand Valley Transit (GVT) system in a manner acceptable to the Owner. The advertising would be applied to the exterior of GVT buses. Services provided by the selected firm shall include, but not be limited to: marketing/selling exterior bus advertising, installation and maintenance of exterior bus advertising, executive and administrative management, receipt of payment from advertisers, preparation of reports of financial and other matters pertaining to the provision of the service, and such other work as may be necessary to comply with the requirements contained in the Agreement. It is further the intent of GVT to maximize the revenue received from such advertising.
- 4.2. Subject Matter Limitations:** Advertisements may not be X-rated, tobacco and/or marijuana related, of political nature, or promote alcoholic beverages. Mesa County shall approve all advertisements and products advertised. Any advertisements disapproved by Mesa County must be removed by the contractor, at contractor's expense, within 24 hours of notification.
- 4.3. Scope of Services:** Contractor shall provide the services required hereunder as an independent contractor and shall have the exclusive right to set and control any additional operating standards not specified herein. Such standards shall be periodically reviewed by Mesa County at such reasonable intervals as Mesa County may request. Following any such review, Mesa County shall notify Contractor in writing if it determines that Contractor's operating standards are not satisfactory. Contractor will then be given fifteen calendar days to make necessary adjustments or corrections. Failure of the Contractor to correct deficiencies may result in termination of the Contract. At a minimum, responsibilities of Contractor shall include the following:
- 4.3.1.** All professional services necessary to maximize advertising sales.

- 4.3.2. Establish advertising rates
 - 4.3.3. Accounts receivable services for sign production (includes invoicing, collections, deposits, etc.)
 - 4.3.4. Durable advertising signs
 - 4.3.5. Sign installation services to include tools and personnel needed to change, replace, and clean advertising signs
 - 4.3.6. Maintenance and repair service for damaged ads (subject to 48 hour response upon notification)
 - 4.3.7. Make advertising space available on up to 15% of the fleet to be used at Mesa County's discretion.
 - 4.3.8. Monthly report (spreadsheet) identifying all fleet vehicles and corresponding advertisement assignments/ expiration dates, etc.
- 4.4. **Trade:** Contractor shall not engage in any trade activities without the express written consent of Mesa County. All trade shall be documented on a signed advertising contract and all items received shall convey to GVT.
- 4.5 **Disadvantaged Business Enterprise (DBE) Participation:** For this solicitation, the County has *not* established a race- or gender- *conscious* DBE participation goal. The overall DBE program goal is 1%. The County extends to each individual, firm, vendor, supplier, contractor, and subcontractor an equal economic opportunity to compete for business. The County uses race- and gender-*neutral* measures to facilitate participation by DBEs. The County *encourages* each Offeror to voluntarily subcontract with DBEs to perform part of the work—a Commercially Useful Function—that Offeror might otherwise perform with its own forces. This RFP *requires* outreach efforts to DBEs as outlined below.
- 4.5.1. **Applicable Federal Regulations.** This Contract is subject to DBE requirements issued by USDOT in 49 CFR Part 26. Despite the lack of a race- and gender-conscious DBE participation goal for this Contract, the County must track and report DBE participation that occurs as a result of any subcontract, procurement, JV, or other arrangement involving a DBE. For this reason, the Successful Offeror shall provide all relevant information to enable the required reporting.
- 4.5.2. **Counting DBE Participation.** The County will count DBE participation as authorized by federal regulations. A summary of these regulations can be found at <https://www.codot.gov/business/civilrights/dbe>.
- 4.5.3. **DBE Certification.** *Only* firms (1) certified by CDOT, and (2) contracted to perform a Commercially Useful Function on scopes of work for which they are certified, may be considered to determine DBE participation resulting from RGN measures on this Contract. This DBE determination affects the County's tracking and reporting obligations to USDOT.
- 4.5.4. **REQUIRED OUTREACH EFFORTS:** The County has implemented outreach requirements for this Contract. Specifically, each Offeror shall: (1) identify DBE participation opportunities, including Commercially Useful Functions; (2) actively solicit proposals from DBEs; (3) evaluate DBE proposals; and (4) communicate selection decisions to DBEs, including each rejection of a proposal. If a Offeror fails

to conduct these Outreach Efforts or fails to submit the required documentation of Offeror 's Outreach Efforts as indicated in Section 2.58.5 below, the County may determine that the Offeror's submittal is nonresponsive. A determination of nonresponsiveness disqualifies Offeror from further consideration for the Contract award.

4.5.5 SUBMITTAL REQUIREMENTS: Outreach-Efforts documentation due with initial qualifications-based submittal.

Attachment A. Each Offeror shall complete and submit Attachment A documenting its diligent, good-faith Outreach Efforts. Attachment A must be submitted with the initial qualifications-based submittal. Each Offeror shall list in Attachment A all DBEs contacted by Offeror in preparing its submittal. Each Offeror shall also provide the following minimum information to document its Outreach Efforts. The DBE Liaison Officer will consider this information to determine whether Offeror has demonstrated the required Outreach Efforts:

- a) Each business's full legal name and contact information;
- b) Scope of work solicited (brief description, percentage of contract value);
- c) Solicitation method (personal contact, telephone, fax, e-mail, other);
- d) Selection process; and
- e) Communication of selection outcome to each participant.*

* Offeror shall provide supporting documentation that shows Offeror has communicated its final selection decisions and outcomes to all DBEs, including those not chosen to participate in this Contract.

- Each Offeror shall complete Attachment A in accordance with the following instructions.
 - 1) Each Offeror shall actively contact DBEs for each scope of work or business opportunity selected for Outreach Efforts (Columns A and B).
 - 2) Offeror's contacts with DBEs should occur well before the deadline for the initial qualifications-based submittal to afford the firms contacted a reasonable opportunity to prepare a proposal and participate in the Contract.
 - 3) Offeror shall ask each firm to indicate the number of its employees (Column A).
 - 4) For each DBE's annual gross receipts, Offeror shall ask the firm to indicate the gross-receipts bracket into which it fits (e.g., less than \$500,000; \$500,000 – \$1 million; \$1 – 2 million; \$2 – 5 million; etc.) rather than requesting an exact figure from the firm (Column A).
 - 5) If Offeror does not select a DBE to participate in the Contract, Offeror shall explain the reason why (Column D).
 - 6) Offeror shall notify each DBE contacted whether or not Offeror selected the firm. Offeror shall notify all firms not selected, and Offeror shall state when (date) and how (method) the selection outcome was communicated to each

firm (Column E).

- Supporting Documentation. Each Offeror shall complete and submit supporting documentation of its Outreach Efforts related to Attachment A.
 - 1) Offeror shall submit with Attachment A—on the due date for Attachment A—all supporting documentation of Offeror’s contacts with DBEs for each scope of work or business opportunity selected for Outreach Efforts.
 - 2) This documentation must include (1) descriptions of scopes of work and business opportunities identified for DBE participation, and (2) a copy of the actual solicitation sent to interested DBEs. The solicitation may be in the form of a letter, attachment to an e-mail, advertisements in newspapers and trade papers, or written communications with chambers of commerce.
 - 3) Offeror shall submit documentation that establishes how Offeror communicated its selection decisions and outcomes to each DBE not selected for this Contract. This documentation may be in the form of a letter, e-mail, or telephone log. The documentation must show the name of the person contacted and the date.
 - 4) For all of the above documentation, if Offeror uses a blast e-mail or fax format, the documentation submitted must include a copy of the e-mail or fax, and Offeror must disclose all e-mail addresses and fax numbers to which the solicitation or outcome notification was sent and the date and time of transmission. For telephone contacts, Offeror shall document the date and time of the call and the names of the respective persons representing Offeror and the DBE.

4.5.6. Documentation due within seven days after final negotiations:

Attachments B-1 and B-2. Within seven calendar days after final negotiations with the County, the Offeror selected for negotiations shall complete and submit Attachments B-1 and B-2. Offeror must show diligent, good-faith Outreach Efforts and provide information regarding its DBE selection decisions and outcomes for all negotiations with DBEs. Attachment B-1 must contain the names of all DBEs reported as “selected” on Attachment A, Column D, and all supporting documentation (if applicable).

Instructions for completing Attachments B-1 and B-2:

- a. Attachment B-1 Negotiations with DBEs. The Offeror shall provide the following information in Attachment B-1, which the DBE Liaison Officer will evaluate to determine whether Offeror negotiated diligently and in good faith with the DBEs identified in Attachment A, Column D, as potential participants in the Contract’s business opportunities:
 - 1) Each business’s full legal name and contact information;
 - 2) Scope of work to be performed (brief description, percentage of contract value);

- 3) Type of agreement;
- 4) Agreement amount; and
- 5) Communication of final selection outcomes to participants.*

* The Successful Offeror shall provide supporting documentation that shows Offeror has communicated its final selection decisions and outcomes to all DBEs, including those not chosen to participate in this Contract.

The Successful Offeror shall complete all appropriate boxes in Attachment B-1 and shall indicate the firms with which Offeror has negotiated, including firms that Offeror proposes will participate in and perform part of the Contract. Supporting documentation may include copies of e-mails, letters, faxes, or contact logs stating the name of the firm, date and time of communication, and the identity of the person contacted.

- b. Attachment B-2 DBE Utilization Commitment. The Successful Offeror shall sign and submit Attachment B-2, which commits the Successful Offeror to the County Agency as follows:
 - 1) The firms indicated as selected in Attachment B-1 will participate in the Contract;
 - 2) The Successful Offeror will comply with the Race- and Gender-Neutral post-award requirements as stated in Section 4.5.7 below;
 - 3) Any and all changes, substitutions, or termination of a DBE firm must first be authorized by the DBE Liaison Officer before implementation; and
 - 4) The proposed total DBE participation percentage is true and correct.

Offeror shall ensure that the percentages proposed for DBE participation on Attachment B-1 equal the total percentage proposed in Attachment B-2.

If the Successful Offeror fails to timely submit a completed copy of Attachment B-1 or Attachment B-2, or fails to provide the required supporting documentation for Attachment B-1, the County Agency may determine that Offeror's proposal is nonresponsive. A determination of nonresponsiveness disqualifies Offeror from further consideration for the Contract award.

- c. Failure To Meet Outreach Requirements. The DBE Liaison Officer will determine, in writing, whether Offeror has satisfied all outreach requirements. If the DBE Liaison Officer determines that Offeror has failed to satisfy the outreach requirements (specified in Section 4.8.5), then the DBE Liaison Officer may determine that the submittal is nonresponsive. A determination of nonresponsiveness disqualifies Offeror from further consideration for the Contract award. The County Agency shall send written

notice to Offeror stating the basis for DBE Liaison Officer's decision.

- d. **Administrative Reconsideration.** If the DBE Liaison Officer determines that Offeror did not properly complete Attachment A or Offeror failed to demonstrate sufficient Outreach Efforts or failed to submit required documentation, then the County will permit Offeror to request for reconsideration on this determination. In its request for reconsideration, Offeror may clarify its submittal. But Offeror may not submit or refer to new or revised documents or information. The County will only reconsider the original submittal as clarified in the request for reconsideration.

If Offeror requests reconsideration of the DBE Liaison Officer's determination of nonresponsiveness based on insufficient Outreach Efforts or insufficient documentation, then Offeror must provide written notice to the County within three business days of the County's notice of disqualification to Offeror. The request for reconsideration should be e-mailed to the Procurement Officer and the DBE Liaison Officer and also mailed to:

Mesa County RTPO
ATTN: DBE Liaison Officer
Dept. 5093, PO Box 20,000
Grand Junction, CO 81502

4.5.7. POST-AWARD COMPLIANCE REQUIREMENTS

- a. **Subcontracting Commitment.** Promptly after Contract award, the Successful Offeror shall submit to the County a list of all subcontractors and copies of all executed contracts, purchase orders, subleases, JV agreements, and other arrangements formalizing agreements between the Successful Offeror and any DBE.

The Successful Offeror shall not terminate any DBE Subcontracts, and the Successful Offeror shall not alter the scope of work or reduce the Subcontract amount, without the DBE Liaison Officer's prior written approval. Any request to alter a DBE Subcontract must be submitted in writing to the DBE Liaison Officer before any change is made. If the Successful Offeror fails to do so, the County may declare Offeror in breach of contract.

- b. **Relief From Proposed DBE Utilization.** After Contract award, the County will not grant relief from the proposed DBE utilization except in extraordinary circumstances. The Successful Offeror's request to modify participation must be in writing to the DBE Liaison Officer. The DBE Liaison Officer has

final discretion and authority to determine if the request should be granted.

Offeror's written request must set forth the amount of relief sought, evidence that demonstrates why relief is necessary, and any additional relevant information that the DBE Liaison Officer should consider. The Successful Offeror shall include with the request all documentation of Offeror's attempts to subcontract with the DBE and any other action taken to locate and solicit a replacement DBE.

If an approved DBE allows its DBE certification to expire, or the certification is revoked during the course of the Subcontract, the County will consider all work performed by the DBE under the original contract to count as DBE participation. No increased scope of work negotiated after expiration or revocation of the DBE's certification may be counted. Likewise, any work performed under a Contract extension granted by the County may not be counted as DBE participation.

- c. DBE Substitutions. If the DBE was approved by the County, but the firm subsequently loses its DBE status before execution of a contract, the DBE Liaison Officer will consider whether or not the Successful Offeror has exercised diligent and good-faith efforts to find another DBE as a replacement. The Successful Offeror shall notify the DBE Liaison Officer in writing of the necessity to substitute a DBE and provide specific reason(s) for the substitution or replacement. Actual substitution or replacement of a DBE may not occur before the DBE Liaison Officer's written approval has been obtained.
- d. Prompt Payment Of Subcontractors. Within seven days of the Successful Offeror's receipt of a County progress payment that includes amounts for the Offeror's Subcontractors, suppliers, or subconsultants, the Offeror shall pay the Subcontractors, suppliers, and subconsultants the respective amounts allowed for satisfactory performance of their work.

If the County reduces the Successful Offeror's retention, the Offeror shall correspondingly reduce the retentions of Subcontractors and suppliers that have performed satisfactory work. Under the prompt-payment provisions of 49 CFR Part 26, the Successful Offeror must ensure prompt and full payment of retentions to Subcontractors and suppliers when their work is complete, the County has accepted the work, and the County has paid the Successful Offeror for the work. The Successful Offeror shall pay each Subcontractor's and supplier's retention no later than 30 days after the County pays Offeror.

If the Successful Offeror diverts any payment received for a DBE's work performed on the Contract or fails to reasonably account for the application or use of the payment, the County may declare the Successful Offeror in breach of contract. If the Successful Offeror fails to make payments under these provisions, the County may take any one or more of the following actions:

- 1) Declare the Successful Offeror in breach of contract;
- 2) Withhold future payments, including retention, until proper payment has been made to all Subcontractors and suppliers;
- 3) Reject the Successful Offeror's future bids on County contracts for a period not to exceed one year from the substantial-completion date of this Contract; and/or
- 4) Terminate the Contract.

Nothing in this section prevents the Successful Offeror from enforcing its Subcontract with a Subcontractor or supplier for defective work, late performance, or other claims arising under the Subcontract.

4.5.8. RECORDS & REPORTING REQUIREMENTS

- a. **Records.** During performance of the Contract, the Successful Offeror shall keep all records necessary to document DBE participation. The Successful Offeror shall provide the records to the County within 72 hours of the County's request and at final completion of the Contract. The County will prescribe the form, manner, and content of reports. The required records include:
 - 1) A complete listing of all Subcontractors and suppliers on the project;
 - 2) Each Subcontractor's and supplier's scope of work performed;
 - 3) The dollar value of all subcontracting work, services, and procurement;
 - 4) Copies of all executed Subcontracts, purchase orders, and invoices;
 - 5) Copies of all payment documentation.

- b. **Reports.** By May 1 (for reporting period October 1- March 31) and November 1 (for reporting period April 1 - September 30) of each year, the Successful Offeror must complete Attachment C, include the following documentation and payment information, and submit this report to the DBE Liaison Officer.
 - 1) The total of all payments received from the County during the previous month.
 - 2) All payments made to DBEs during the previous month.
 - 3) Copies of all Subcontractors' subcontracts executed with DBEs utilized during the previous month.

This information will document DBE participation that occurred during each payment-request period throughout the Contract's duration. Copies of all DBEs'

payment requests and invoices must be submitted for each report period.

Before the County processes the Successful Offeror's final payment, the Successful Offeror shall submit to the County a final certification of full and final payment to each Subcontractor in the form prescribed by the County. The form must be completed and certified by the Successful Offeror's and each Subcontractor's duly authorized agents.

4.6 Information About Grand Valley Transit System:

The Mesa County Regional Transportation Planning Office (RTPO) oversees the operational contract for Grand Valley Transit (GVT). GVT has a fixed route system of 12 routes covering the majority of the metropolitan area of Mesa County; complementary paratransit is available for persons with mental and physical disabilities. GVT serves our community Monday through Saturday, 4:45 A.M. to 8:35 P.M. Each year GVT operates approximately 307 days and buses travel over one million revenue miles.

4.7 Table of Buses:

| Bus Quantity | Manufacturer | Model Year | Cutaway/Low Floor | Length |
|---------------------|---------------------|-------------------|--------------------------|---------------|
| 1 | Ford | 2005 | Cutaway | 25 Feet |
| 3 | Ford | 2010 | Cutaway | 25 Feet |
| 6 | Ford | 2010 | Cutaway | 26 Feet |
| 6 | Chevy | 2007 | Cutaway | 30 Feet |
| 2 | El Dorado | 2013 | Low Floor | 32 Feet |
| 2 | Ford | 2016 | Cutaway | 33 Feet |
| 6 | Ford | 2015 | Cutaway | 33 Feet |
| 2 | El Dorado | 2012 | Low Floor | 40 Feet |

4.8 Buses Subject to this RFP: This solicitation is requesting exterior advertising services on the buses listed in this RFP only. The County reserves the right to add, delete, alter or otherwise change the list of buses as they are purchased, replaced, removed from service, etc.

4.9 Work Plan: Proposers must describe their work plan for servicing Mesa County's account and selling ads. It must contain the following, at a minimum, and be part of the "Technical Proposal" section of the proposal:

- 4.9.1** Location of local office
- 4.9.2** Number and type of employees
- 4.9.3** Proposed working relationship with GVT and Mesa County personnel
- 4.9.4** Amount of time committed to selling advertisements
- 4.9.5** Proposed use of area or national advertising agencies
- 4.9.6** Proposed use of website or other technology to generate sales
- 4.9.7** Advertising products proposed for the Grand Junction market
- 4.9.8** Proposed advertising rates for each product

- 4.9.9 Plan for servicing vehicles at 2 locations. Describe your installation/maintenance plan to include hours of operation, process, required equipment, etc.
- 4.9.10 Recommended sign specifications
- 4.9.11 List of supplier(s) that will produce signs
- 4.9.12 Method and frequency of servicing frames and signs
- 4.9.13 Alternative methods for displaying ads (i.e., different frames, no frames, etc.)
- 4.9.14 Recommended method for displaying ads

4.10 Site Visit/Briefing: A **recommended** site visit is available to all contractors intending to submit a response to this RFP. This will be the only time available to inspect the buses. **The site visit shall be held at the location located at 525 South 6th Street, 2nd Floor Conference Room, Grand Junction, CO on Tuesday June 21, 2106, 9:00 A.M. The meeting will begin at this location, then transfer to 333 West Avenue to continue the site visit.** Nothing stated during the pre-proposal meeting will modify the solicitation. Only information provided in an addendum can modify the solicitation.

4.11 RFP Tentative Time Schedule:

- | | |
|---|-----------------------------|
| • Request for Proposal available | on or about June 9, 2016 |
| • Recommended Pre-proposal Meeting/Site Visit | June 21, 2016 |
| • Inquiry deadline, no questions after this date | June 30, 2016 |
| • Responses to inquiries and questions (Addendum) | July 8, 2016 |
| • Submittal deadline for proposals | July 19, 2016 |
| • Owner evaluation of proposals | August 2, 2016 |
| • Contract Award | August 15, 2016 |
| • Contract execution | August 22, 2016 |
| • Work begins no later than | Late August/Early September |

4.12 Questions Regarding Scope of Services:

Susan Hyatt, Senior Buyer
susanh@gjcity.org

4.13 Contract: Contract shall commence August 22, 2016 and will run through August 21, 2017. The awarded Contractor and the Owner agree that this Proposal or subsequent contract may, upon mutual agreement of the Contractor and the Owner, be extended under the terms and conditions of the contract for four (4) additional one (1) year contract periods, contingent upon the applicable fiscal year funding.

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall be submitted in electronic format, and only through the Rocky Mountain Bid System, (<https://www.rockymountainbidsystem.com/default.asp>). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/BidOpenings.aspx> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to G**:

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm's principal contact person with Owner’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Contractor agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to Mesa County and include prior experience in similar projects.
- C. Strategy and Implementation Plan:** Describe your (the firm’s) interpretation of the Owner’s objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of your firm’s implementation plan and an estimate of time commitments from Owner staff.
- D. References:** A minimum of three (3) **references** with name, address, telephone number, and email address that can attest to your experience in projects of similar scope and size.
- E. Fee Proposal:** Provide a complete list of costs using Solicitation Response Form found in Section 7.
- F. Financial Statements:** Proposer shall provide a financial statement for their prior fiscal year, consisting of a balance sheet, profit and loss statement and such other financial statements as may be appropriate, which shall demonstrate that the proposer possesses adequate financial ability and stability to enable the Proposer to fulfill their obligations under the terms of this RFP. If requested by the Proposer, such information shall be treated as

confidential by the Owner and shall not be subject to public disclosure. These documents must depict the financial status of that entity, subsidiary, division, or subdivision thereof, which will actually provide services. If the Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. Consolidated balance sheets and profit/loss statements depicting the financial status of a Parent Corporation or joint venture shall not be considered an acceptable response.

- G. Additional Data:** Provide photos or brochures of previous advertising your firm has placed on other rolling stock. Include any additional information that will aid in evaluation of your qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals in order of most importance:

- Fees
- Responsiveness of submittal to the RFP
- Understanding of the project and the objectives
- Experience
- Necessary resources
- Strategy & Implementation Plan
- Required skills
- Demonstrated capability
- Demonstrated business integrity
- References

Owner also reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any vendor, contractor, supplier, or service provider in determining final award(s).

The Owner will undertake negotiations with the top rated firms and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

- 6.3 Oral Interviews:** Oral interviews are not anticipated.
- 6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Contractor.

SECTION 7.0: SOLICITATION RESPONSE FORM
RFP-4235-16-SH GVT Exterior Bus Advertising Services

Offeror must submit entire Form completed, dated and signed.

YEAR 1

Estimated annual gross revenue \$ _____

Less percentage fee _____ % \$ _____

YEAR 1 Estimated Annual Net Revenue \$ _____

YEAR 1 Minimum Guaranteed Revenue \$ _____

YEAR 2 (Option #1)

Estimated annual gross revenue \$ _____

Less percentage fee _____ % \$ _____

YEAR 2 Estimated Annual Net Revenue \$ _____

YEAR 2 Minimum Guaranteed Revenue \$ _____

YEAR 3 (Option #2)

Estimated annual gross revenue \$ _____

Less percentage fee _____ % \$ _____

YEAR 3 Estimated Annual Net Revenue \$ _____

YEAR 3 Minimum Guaranteed Revenue \$ _____

YEAR 4 (Option #3)

Estimated annual gross revenue \$ _____

Less percentage fee _____ % \$ _____

YEAR 4 Estimated Annual Net Revenue \$ _____

YEAR 4 Minimum Guaranteed Revenue \$ _____

YEAR 5 (Option #4)

Estimated annual gross revenue \$ _____

Less percentage fee _____ % \$ _____

YEAR 5 Estimated Annual Net Revenue \$ _____

YEAR 5 Minimum Guaranteed Revenue \$ _____

The Owner reserves the right to accept any portion of the work to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by Mesa County are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-04241. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice. Payment Terms _____.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____.

It is the responsibility of the Offeror to ensure all Addenda have been received and acknowledged.

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Phone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date

SECTION 8.0: FEDERAL TRANSIT ADMINISTRATION CLAUSES

APPROPRIATION AND THE AVAILABILITY FUNDING: The Contractor acknowledges and understands that this contract is funded in whole or in part by the Federal Transit Administration (FTA) and administered by the County. Both the County and the Contractor are Parties to this Contract. In accordance with the Colorado Constitution, Article X, Section 20, and the County Charter, performance of the County's obligations under this Contract is expressly subject to appropriation of funds by the FTA and/or the County's Board of County Commissioners for this contract and the availability of those appropriated funds for expenditure. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the County's obligations under this Contract, or appropriated funds may not be expended due to the County, Constitutional or the FTA spending limitations, then the County may terminate this Agreement without compensation to the Contractor. Performances of the Contractor's obligations under this contract are expressly subject to appropriation of funds by the County and/or the FTA and the availability of those funds for the payment of obligations incurred under this contract. Further, in the event that County and/or FTA funds are not appropriated in whole or in part sufficient for performance of the Contractor's obligations under this Contract, or appropriated funds may not be expended due to legal limitations on non-availability, then the County may terminate this Contract without compensation to the Contractor.

NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have

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

7. FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES

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

CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying contract:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

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

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements

of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

ENERGY CONSERVATION REQUIREMENTS

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

TERMINATION PROVISIONS

a. **Termination for Convenience (General Provision)** Mesa County may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Mesa County to be paid the Contractor. If the Contractor has any property in its possession belonging to Mesa County, the Contractor will account for the same, and dispose of it in the manner Mesa County directs.

b. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Mesa County may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

c. **Opportunity to Cure (General Provision)** Mesa County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 10 calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Mesa County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) calendar days after receipt by Contractor of written notice from Mesa County setting forth the nature of said breach or default,

Mesa County shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Mesa County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. **Waiver of Remedies for any Breach** In the event that Mesa County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Mesa County shall not limit Mesa County's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. **Termination for Convenience (Professional or Transit Service Contracts)** Mesa County, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Mesa County may terminate this contract for default. Mesa County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County.

g. **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Mesa County may terminate this contract for default. Mesa County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of the County's goods, the Contractor shall, upon direction of the Mesa County, protect and preserve the goods until surrendered to the County or its agent. The Contractor and Mesa County shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Mesa County.

h. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, Mesa County may terminate this contract

for default. Mesa County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the County may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the County in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the County, acts of another Contractor in the performance of a contract with the County, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The contractor, within ten (10) calendar days from the beginning of any delay, notifies the County in writing of the causes of delay. If in the judgment of Mesa County, the delay is excusable, the time for completing the work shall be extended. The judgment of Mesa County shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the County.

i. Termination for Convenience or Default (Architect and Engineering) Mesa County may terminate this contract in whole or in part, for the County's convenience or because of the failure of the Contractor to fulfill the contract obligations. Mesa County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the County, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the County may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the County.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County.

j. Termination for Convenience or Default (Cost-Type Contracts) Mesa County may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice

shall state whether the termination is for convenience of Mesa County or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from Mesa County), or property supplied to the Contractor by Mesa County. If the termination is for default, Mesa County may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Mesa County and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Mesa County the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, Mesa County determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, Mesa County after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Mesa County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Mesa County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BREACHES AND DISPUTE RESOLUTION 49 CFR Part 18 FTA Circular 4220.1

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the County. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the County. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the County shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the County and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the County is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

LOBBYING 31 U.S.C. 1352; 49 CFR Part 19; 49 CFR Part 20

Clause and specific language herein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the

name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the County.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

CLEAN AIR 42 U.S.C. 7401 et seq 40 CFR 15.61 49 CFR Part 18

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

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

CLEAN WATER REQUIREMENTS 33 U.S.C. 1251

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

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

FLY AMERICA REQUIREMENTS 49 U.S.C. § 40118; 41 CFR Part 301-10

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act. Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases. The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes

the following language.- The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

DISADVANTAGED BUSINESS ENTERPRISES

1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation*

Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Mesa County's overall goal for DBE participation is 1%. A separate contract goal has not been established for this procurement.

2. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Mesa County deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
3. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
4. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Mesa County. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.
5. The contractor must promptly notify Mesa County, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Mesa County.

PROMPT PAYMENT TO SUBCONTRACTORS

1. The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than five (5) business days after the Contractor has received payment from Mesa County.
2. In addition, all Retainage amounts must be paid by the Contractor to the Subcontractor no later than fourteen (14) business days after the Subcontractor has, in the opinion of the Contractor, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subcontractor requires good cause and prior written approval Mesa County.
4. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
5. Mesa County will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with Mesa County of lien waivers, canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. Prime Contractors must submit a prompt payment affidavit, (form to be provided by Mesa County) which identifies each subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such subcontractor, with every payment request filed with Mesa County, except for the first payment request, on every contract with Mesa County. (See below for *Prompt Payment Affidavit*).

6. 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.

Reporting Requirements During the Term of the Contract

1. The bidder shall, within five (5) business days of contract award, or prior to any work being performed, execute formal subcontracts or purchase orders with the DBE firms included in the bid. These written agreements shall be made available to Mesa County upon request. All contracts between the bidder and its subcontractors must contain a prompt payment clause.
2. During the term of annual contracts, the bidder shall submit regular "Status Reports of DBE Subcontract Payments" in a form acceptable to Mesa County. The frequency with which these reports are to be submitted will be determined by Mesa County, but in no event will reports be required less frequently than quarterly. **In the absence of written notice from Mesa County, the bidder's first "Status Report of DBE Subcontract Payments" will be due ninety (90) days after the date of contract award, with additional reports due quarterly thereafter.**
3. In the case of a one-time procurement with either a single or multiple deliveries, a "Status Report of DBE Subcontract Payments," in a form acceptable to Mesa County, indicating final DBE payments shall be submitted directly to Mesa County. The information must be submitted prior to or at the same time as the bidder's final invoice to Mesa County. **Failure to follow these directions may delay final payment.**
4. The address for Mesa County's DBE Program, is: Mesa County Regional Transportation Planning Office (RTPO), Attn: DBELO, PO Box 20,000, Dept 5093, Grand Junction, CO 81502-5001.

PROMPT PAYMENT AFFIDAVIT

Contractor will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. *____ Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than five (5) business days after Company received payment from Mesa County.*
2. *____ Copies of invoices and cancelled checks for subcontractors at the first tier who were paid under the prior payment request have been delivered or mailed to Mesa County RTPO. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by Mesa County. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to Mesa County RTPO may cause the Payment Request to be rejected Mesa County.)*
3. *____ All retainage amounts withheld from any subcontractor who satisfactorily completed its portion of the contract work, including punch list items, were paid to the subcontractor(s) no later than fourteen (14) business days after it satisfactorily completed its work, whether or not Mesa County has paid said retainage amounts to Company. Attach a copy of the cancelled check evidencing payment of each retainage amount.*

4. _____ There was no delay in or postponement of any payment owed to a subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from Mesa County RTPO.

Attach a copy of the written approval from the Mesa County RTPO.

Company Name

Signature

Print Name

Date: _____

Subscribed and sworn to before me this _____ day of _____ 20__.

Notary Public

PRIVACY ACT 5 U.S.C. 552

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**ATTACHMENT A
OUTREACH EFFORTS WITH DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

| | | | |
|-----------------|--|-----------------------|--|
| OFFEROR'S NAME: | | PROJECT TITLE/NUMBER: | |
|-----------------|--|-----------------------|--|

Each Offeror must conduct outreach efforts and submit documentation of those outreach efforts as described in Sections 2.58.5 of the Disadvantaged Business Enterprise (DBE) Program Race- and Gender-Neutral Contract Clause (Contract Clause). Detailed instructions for this form are included in Section 2.58.5 of the Contract Clause. Supporting documentation is required for columns C and E. Submitters should make additional copies of this form as needed.

| (A) DBE Contact Information | | (B) Scope of Work Solicited | (C) Solicitation Method | | (D) DBE Selection Decision | | (E) Communication of Selection Outcomes | |
|-------------------------------|--|-------------------------------|---------------------------|-----------------------------------|---|-----------------------|---|--|
| Name: | | | | Newspapers or Websites | | Firm was selected | Date: | |
| Address: | | | | Trade and/or Professional Listing | | Firm was not selected | Methods of Communication: | |
| City, State, Zip: | | | | Business Outreach Events | Explain why this firm was not selected as a proposed participant: | | | |
| Phone Number: | | | | E-mail blast | | | | |
| Number of Employees: | | | | Other | | | | |
| Range of Gross Receipts: | | | | | | | | |
| Number of Years in Business: | | | | | | | | |

| (A) DBE Contact Information | | (B) Scope of Work Solicited | (C) Solicitation Method | | (D) DBE Selection Decision | | (E) Communication of Selection Outcomes | |
|-------------------------------|--|-------------------------------|---------------------------|-----------------------------------|---|-----------------------|---|--|
| Name: | | | | Newspapers or Websites | | Firm was selected | Date: | |
| Address: | | | | Trade and/or Professional Listing | | Firm was not selected | Methods of Communication: | |
| City, State, Zip: | | | | Business Outreach Events | Explain why this firm was not selected as a proposed participant: | | | |
| Phone Number: | | | | E-mail blast | | | | |
| Number of Employees: | | | | Other | | | | |
| Range of Gross Receipts: | | | | | | | | |
| Number of Years in Business: | | | | | | | | |

**ATTACHMENT B-1
NEGOTIATIONS WITH DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

| | | | |
|----------------------------|--|-----------------------|--|
| SUCCESSFUL OFFEROR'S NAME: | | PROJECT TITLE/NUMBER: | |
|----------------------------|--|-----------------------|--|

This form is due from the Successful Offeror within 7 days of final contract negotiations with the County. Make additional copies of this sheet as needed. Detailed instructions for this form are included in 2.58.6 of the Contract Clause.

| (A) DBE Contact Information | | (B) Scope of Work/Services to be Performed | (C) Type of Agreement | | (D) Agreement Amount | | (E) Communication of Final Selection Outcomes | | |
|-------------------------------|--|--|-------------------------|---------------------------|---------------------------------------|--|---|-------|--|
| Name: | | | | Subcontract Joint Venture | \$ | | | Date: | |
| Address: | | | | Purchase Order | As a Percent of Total Contract Award: | | Method of Communication: | | |
| City, State, Zip: | | | | Service Agreement | | | % | | |
| Phone Number: | | | | Firm was not Selected | % Other: | | | | |
| Number of Employees: | | | | | | | % | | |
| Range of Gross Receipts: | | | | | | | Firm was not Selected | | |
| Number of Years in Business: | | | | | | | | | |

| (A) DBE Contact Information | | (B) Scope of Work/Services to be Performed | (C) Type of Agreement | | (D) Agreement Amount | | (E) Communication of Final Selection Outcomes | | |
|-------------------------------|--|--|-------------------------|---------------------------|---------------------------------------|--|---|-------|--|
| Name: | | | | Subcontract Joint Venture | \$ | | | Date: | |
| Address: | | | | Purchase Order | As a Percent of Total Contract Award: | | Method of Communication: | | |
| City, State, Zip: | | | | Service Agreement | | | % | | |
| Phone Number: | | | | Firm was not Selected | % Other: | | | | |
| Number of Employees: | | | | | | | % | | |
| Range of Gross Receipts: | | | | | | | Firm was not Selected | | |
| Number of Years in Business: | | | | | | | | | |

ATTACHMENT B-2
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION COMMITMENT
(NEGOTIATED CONTRACTS)

On behalf of the Successful Offeror, I certify under penalty of perjury that the following information is true and correct.

- 1) The firms indicated as selected in Attachment B-1, Negotiations with DBEs, will participate in this contract.
- 2) The Successful Offeror will comply with the Race- and Gender-Neutral post-award requirements stated in Section 2.58.7 of the DBE contract clause.
- 3) The Successful Offeror understands and agrees that any and all changes, substitutions, or termination of DBE firms in this project must be given written consent by the DBE Liaison Officer before implementation.
- 4) The following statement is true and correct: The proposed total participation of DBE firms in this contract will be: _____%

Signed:

Print Name:

Title:

Name of Company:

Date:

ATTACHMENT C

UNIFORM REPORT OF DBE COMMITMENTS/AWARDS AND PAYMENTS

Please refer to the Instructions sheet for directions on filling out this form

| | | | | | | | | | |
|---|--|--|--|--------------------------------------|---|---------------------------------------|--|-------------------------------------|-------------------------------------|
| Submitted to (check only one): | FTA--Vendor Number 1139 | | | | | | | | |
| Fiscal Year: | | | | | | | | | |
| Reporting Period: | | | | | | | | | |
| Name and Address of Recipient: | Mesa County, PO Box 20,000, Dept 5093, Grand Junction, CO 81502-5001 | | | | | | | | |
| Annual DBE Goal(s): | Race Conscious Goal: 0% | | | Race Neutral Goal: 1% | | | Overall Goal: 1% | | |
| | A | B | C | D | E | F | G | H | I |
| AWARDS/COMMITMENTS MADE DURING THIS REPORTING PERIOD <small>(total contracts and subcontracts committed during this reporting period)</small> | Total Dollars | Total Number | Total to DBEs (dollars) | Total to DBEs (number) | Total to DBEs /Race Conscious (dollars) | Total to DBEs/Race Conscious (number) | Total to DBEs/Race Neutral (dollars) | Total to DBEs/Race Neutral (number) | Percentage of total dollars to DBEs |
| 8. Prime contracts awarded this period: | #REF! | 0 | 0 | 0 | 0 | 0 | 0 | 0 | #REF! |
| 9. Subcontracts awarded/committed this period: | \$0.00 | 0 | \$ - | 0 | \$0.00 | 0 | \$0.00 | 0 | #DIV/0! |
| 10. Total: | | | | | | | | | |
| DBE AWARDS/COMMITMENTS THIS REPORTING PERIOD-BREAKDOWN BY ETHNICITY & GENDER | Contracts Awarded to DBE this Period | | | | | | | | |
| | A | B | C | D | E | F | | | |
| | Total to DBE (Dollar Amount) | | | Total to DBE (number) | | | | | |
| 11. Black American | Women | Men | Total | Women | Men | Total | | | |
| 12. Hispanic American | | | \$0.00 | | | 0 | | | |
| 13. Native American | | | \$0.00 | | | 0 | | | |
| 14. Asian Pacific American | | | \$0.00 | | | 0 | | | |
| 15. Subcontinent Asiam Americans | | | \$0.00 | | | 0 | | | |
| 16. Non Minority | | | \$0.00 | | | 0 | | | |
| 17. Total | | | \$0.00 | | | 0 | | | |
| | \$ - | \$ - | \$ - | 0 | 0 | 0 | | | |
| Payment On Going Contracts (Report Activity of ongoing contracts) | A. Total Number of Contracts | B. Total Dollars Paid | C. Total Number of Contracts with DBEs | D. Total Payments to DBE firms | | | E. Total Number of DBE firms paid | F. Percentage to DBEs | |
| 18. Prime and Sub contracts currently in progress: | 0 | \$0.00 | 0 | \$0.00 | | | 0 | 0 | |
| ACTUAL PAYMENTS ON CONTRACTS COMPLETED THIS REPORTING PERIOD | A. Number of Prime Contracts Completed | B. Total Dollar Value of Prime Contracts Completed | C. DBE Participation Needed to Meet Goal (Dollars) | D. Total DBE Participation (Dollars) | | | E. Percentage of Total DBE Participation | | |
| 19. Race Conscious | 0 | \$0.00 | 0 | \$0.00 | | | 0 | | |
| 20. Race Neutral | 0 | \$0.00 | | #REF! | | | #REF! | | |
| 21. Totals | 0 | \$0.00 | | #REF! | | | #REF! | | |
| Submitted By: | Signature of Authorized Representative: | | | | | | | | |
| Phone Number: | Fax Number: | | | | | | | | |