



# REQUEST FOR PROPOSAL

## R15-119WS

Date issued: OCTOBER 28, 2015

## TRANSIT VEHICLE MAINTENANCE-TRN

THE CITY OF COLORADO SPRINGS  
TRANSIT DEPARTMENT

A PRE-PROPOSAL CONFERENCE WILL BE HELD ON THURSDAY NOVEMBER 12, 2015 AT 1:00 PM MST AT 1015 TRANSIT DRIVE LARGE CONFERENCE ROOM, COLORADO SPRINGS, CO 80903. A TOUR OF THE CAMPUS MAINTENANCE FACILITY WILL BE GIVEN.

PROPOSALS ARE DUE NO LATER THAN

MONDAY DECEMBER 3, 2015 AT 3:00 PM  
MST

**Contact**

Walter Singleton  
Contracting Specialist  
1015 Transit Drive  
Colorado Springs, CO 80903  
(719) 385-7451  
FAX (719) 385-5419  
[wsingleton@springsgov.com](mailto:wsingleton@springsgov.com)

**PROJECT BRIEF DESCRIPTION**

The City of Colorado Springs dba Mountain Metropolitan Transit (MMT) is seeking competitive proposals from commercial fleet service providers to be responsible for Transit Vehicle Maintenance Services at existing Transit facilities.

**See Exhibit 4 for full description - Scope of Work**

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**SECTION I**

**1.0 PROPOSAL INFORMATION**

Section I provides general information to potential Offerors on subjects such as where to submit proposals, number of copies, amendments, proprietary information designation, and other similar administrative elements.

**GENERAL INFORMATION**

The City of Colorado Springs is using the [Rocky Mountain E-Purchasing System](#) for soliciting bids and proposals from vendors. This system will provide you with convenient online access to all bid information for City of Colorado Springs as well as 106 other local agencies throughout Colorado. To receive email alerts of open bids in your field please register with [Rocky Mountain E-Purchasing System](#) and complete your online registration. If you are currently registered as a vendor with them, you do not need to register again. The City is no longer using the City website for solicitation and City Contracting no longer maintains a bidders' list.

If there are accompanying plans with this project, the fee (if any) will also be listed. Local vendors need to come in to our office to pick up the plans. Other interested parties can order the plans online and arrange payment and/or shipping of the project documents via check, Visa/MasterCard and your Fed-Ex number.

**This particular solicitation is fully downloadable at no charge.**

**1.1 SUBMISSION OF PROPOSAL**

a. **Sealed offers** are to be submitted to:

Walter Singleton  
Contracting Specialist  
30 S. Nevada Avenue, Suite 201  
Colorado Springs, CO 80903

\*\*\*\*\***NO LATE OFFERS WILL BE ACCEPTED**\*\*\*\*\*

b. **Date/Time:** Proposals shall be received on or before **3:00 pm, Thursday December 3, 2015.**

c. **Identification of Proposal:**

Proposals shall be submitted in a sealed envelope(s) or container(s) with the solicitation number, date for submission of offer and the Offeror's name clearly marked on the outside of the envelope(s) or container(s).

**RFP No. R15-119WS Transit Vehicle Maintenance - TRN**

**Due Date: December 3, 2015 3:00 P.M.**

**Company:** \_\_\_\_\_

d. Any offer that is submitted without being properly marked may be opened for identification prior to the deadline for receipt of proposal and then resealed.

**1.2 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held for this project on **Thursday, November 12, 2015 at 1:00 PM. Location, 1015 Transit Drive, Large Conference Room, Colorado Springs, CO 80903. A tour of the campus maintenance facility will be included.**

**1.3 NUMBER OF COPIES**

Offerors shall submit **one unbound original** set, **five (5) copies** and **one electronic version** of the proposal documents. This will greatly facilitate the evaluation process. The proposal shall remain the property of the City of Colorado Springs. The **unbound original** copy shall be clearly marked **'ORIGINAL'**.

#### 1.4 SPECIAL TERMS AND CONDITIONS

The following special terms and conditions shall govern the preparation and submission of proposals and any contract that may ensue. Please note the following definitions of terms as used herein:

- The term "Request for Proposal (RFP)" means a solicitation of a formal sealed proposal following submission of which changes in proposals and/or prices are allowed, and the offer deemed by The City of Colorado to be most advantageous in terms of criteria as designated in the Request for proposal is accepted.
- The term "Offeror" means the person, firm, or corporation which submits a formal sealed proposal and which may or may not be successful in being awarded the contract.
- The term "Contractor" or "Consultant" means the Offeror who is awarded the contract to provide the products or services specified.
- The term "Statutory" means requirements of Colorado law.

#### 1.5 PROPOSAL INFORMATION

- a. All questions regarding proposal preparation, the selection process, specifications, and interpretations of the terms and conditions of the RFP shall be submitted in writing no later than **nine (9) calendar days** prior to the deadline for submission of offers, Friday, November 20, 2015 at 2:00 PM.
- b. Following the award of a contract, responses to this solicitation may be subject to release as public information unless the response or specific parts of the response can be shown to be exempt from public information. Offerors are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City of Colorado Springs assumes no obligation or responsibility for asserting legal arguments on behalf of potential Offerors.

#### 1.6 RFP OBJECTIVE

The objective of this RFP is to provide sufficient information to enable qualified Offerors to submit written proposals to the City of Colorado Springs. The RFP is not a contractual offer or commitment to purchase products or services. In developing your response please feel free to present options and variables to the scope while still meeting the minimum requirements of this solicitation. Innovative proposals/solutions are encouraged and considered in the selection and/or award.

All information must be legible. Any and all corrections and or erasures must be initialed. Each proposal shall be accompanied by a transmittal letter signed in ink by an authorized representative of the Offeror. The contents of the proposal submitted by the successful Offeror may become part of any contract awarded as a result of this solicitation.

#### 1.7 CONFIDENTIAL OR PROPRIETARY INFORMATION

If an Offeror believes that parts of an offer are confidential, then the Offeror must so specify. The Offeror must stamp in bold letters the term CONFIDENTIAL on that part of the offer which the Offeror believes to be confidential. The Offeror must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Offeror believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Colorado Springs will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

#### 1.8 AMENDMENTS

Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals. The Offerors are required to acknowledge receipt of any Amendments (addenda)

issued to this RFP by returning a signed copy of each amendment issued. Signed copies must be received on or before the time set for receipt of offers (see 1.1 above).

The City of Colorado Springs will post all addenda on the [Rocky Mountain E-Purchasing System](#). It is the Offeror's responsibility to check the web-site for posted addenda or contact the Contracting Specialist listed to confirm the number of Amendments which have been issued.

**1.9 WITHDRAWAL OR MODIFICATION OF OFFERS**

Any Offeror may modify or withdraw an offer in writing at any time prior to the deadline for submission of an offer (see 1.1 above).

**1.10 ACCEPTANCE**

- a. Any offer received shall be considered an offer, which may be accepted by the City of Colorado Springs based on initial submission without discussions or negotiations.
- b. By submitting an offer in response to this solicitation, the Offeror agrees that any offer it submits may be accepted by the City of Colorado at any time within 60 calendar days from the date of submission deadline (see 1.1 above). The acceptance period of 60 calendar days from the date of submission will automatically be extended for an additional 60 calendar days unless the proposal expressly states in it that the acceptance period is limited to the initial 60 calendar day period.
- c. The City of Colorado Springs reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the City of Colorado Springs. Failure of the Offeror to provide in its offer any information requested in the RFP may result in rejection for non-responsiveness.

**1.11 PROPOSAL PREPARATION COST**

The cost of proposal preparation is not a reimbursable cost. Proposal preparation costs shall be at the Offeror's expense and are the Offeror's total responsibility.

**1.12 AWARD**

The City of Colorado Springs intends to make an award using the evaluation criteria listed in the RFP to determine the best value considering all factors and criteria in the proposal submitted (see Section III for evaluation elements).

**1.13 CONTRACT ADMINISTRATION**

The City of Colorado Springs, Transit Division shall be responsible for the administration of the contract and for compliance with the interpretation of scope, scheduled services and cost compliance.

**1.14 SCHEDULE OF EVENTS**

The upcoming schedule of events is tentatively scheduled as follows:

Issue Request for Proposal	October 28, 2015
Pre-Proposal Conference	November 12, 2015
Proposal Due Date	December 3, 2015 at 3:00 PM
Short List Selection (if applicable)	TBD
Short List Interviews (if applicable)	TBD
Award of Contract (Letter of Intent)	TBD
Notice-to-Proceed	TBD
Commencement of Services	Upon Notice to Proceed

**1.15 INQUIRIES**

Questions about the RFP shall be in writing and directed to [Walter Singleton, wsingleton@springsgov.com](#). A written response to any inquiry will be provided in the form of an Amendment to the solicitation. See 1.8 Amendments. Questions must be received no later than **Friday, November 20, 2015 – 2:00 P.M.**

**The preferred method of submitting questions is by e-mail to the Contracting Specialist.**

**1.16 PERFORMANCE PERIOD**

The performance period for this contract is three (3) years.

**1.17 DEBRIEFING**

Offerors not selected or placed on a short list may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their firm's proposal upon receipt of notification that their firm was not selected or short listed. Firms that were on the short list but not selected may request a debriefing after they have been notified that another firm was selected.

A debriefing may be scheduled by contacting the Contracting Specialist listed above in 1.15. The Contracting Specialist must receive a written request for debriefing no later than ten (10) calendar days after notification that your firm was not selected.

**1.18 DULY AUTHORIZED SIGNATURE**

The proposal must contain the signature of a duly authorized officer or agent of the Offeror's company empowered with the right to bind the Offeror. The Offeror must also provide evidence of the authority of the officer or agent to bind the Offeror.

**1.19 SUBSTANTIVE PROPOSALS**

The contractor shall certify (a) that contractor's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that contractor has not directly or indirectly induced or solicited any other contractors to put in a false or sham bid; (c) that contractor has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing a bid; and (d) that contractor has not sought by collusion to obtain for themselves any advantage over any other contractors or over the City of Colorado Springs; and (e) contractor shall not violate or cause any person to violate, the Colorado Code of Ethics (C.R.S. 24-18-101 et. seq.).

**1.20 OFFEROR'S QUALIFICATIONS**

Each Offeror may additionally be required to show that they have satisfactorily provided products and performed similar work with companies, organizations or municipalities in the past and that no claims of any kind are pending against such work. No proposal will be accepted from an Offeror who is engaged on any work, which would impair their ability to perform or finance this work. All such work shall be revealed in the Proposal.

No proposal will be accepted from, nor will a contract be awarded to, any Offeror who is in arrears to the City of Colorado Springs, Colorado, upon any debt or contract, or who is in default, as surety or otherwise, upon any obligation to the City or is deemed to be irresponsible or unreliable by the City of Colorado Springs.

**In writing, please provide the following responsibility determination submittals:**

1. Name and phone numbers of at least three (3) references that you have completed similar projects for. Government entities if possible.
2. A complete list of all projects completed in the last two (2) years to include:
  - a. Name of owner
  - b. Contact name and phone number
  - c. Awarded contract amount and final contract amount
3. History of company and prior name(s) if existing company is less than five (5) years old
4. Name and summary of experience of the lead that will be permanently assigned to this project
5. List any claims that have been brought against the contractor by subcontractors or clients within the past five (5) years

6. List any and all litigation issues that have been filed by or against the contractor or former company names in the past five (5) years and the resolution/outcome

#### **1.21 NON-COLORADO CORPORATIONS**

Unless waived by the City of Colorado Springs, before or at the time that the contract is awarded to a corporation outside the State of Colorado, such corporation shall obtain authorization to do business in the State of Colorado, designate a place of business herein, and appoint an agent for service of process.

Such corporation must furnish the City of Colorado Springs with a certificate from the Secretary of the State of Colorado to the effect that a certificate of authority to do business in the State of Colorado has been issued by that office and is still valid. There shall also be procured from the Colorado Secretary of State a certified copy of the designation of place of business and appointment of agent for service of process, or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process has been made.

#### **1.22 PROCUREMENT RULES AND REGULATIONS**

All formal projects advertised by the City of Colorado Springs are solicited in accordance with the City's Procurement Rules and Regulations. The City's Procurement Rules and Regulations can be reviewed and/or downloaded from the City Contracting web-site [www.coloradosprings.gov/contracting](http://www.coloradosprings.gov/contracting). Any discrepancies or conflicting statements, decisions regarding irregularities, clauses or specifications will be rectified utilizing the City's Procurement Rules and Regulations. It is the respondent's responsibility to advise the Contracting Specialist listed in these solicitation documents of any potential discrepancies, conflicting statements, clauses or specifications prior to the receipt date and time. Additionally, the City's Standard Specifications and General Provisions apply to all construction related projects.

## SECTION II

### 2.1 PROPOSAL FORMAT

Your written proposal should include the information in the format outlined below and be limited to no more than fifty (50) pages. We recommend that you include concise, but complete, information about your firm emphasizing why you believe your firm to be uniquely qualified to provide the required services. "Short listed" firms, if applicable, may be required to make a formal in-person presentation to the selection committee. **A page shall be defined as 8-1/2" x 11"; single sided with a minimum font of 10.** The only exception to the 8-1/2" x 11" paper size is that the proposed project schedule can be submitted on 11" x 17" paper. Each 11" x 17" page for the schedule shall be counted in the overall page limitations above.

### 2.2 COVER LETTER

Cover letter shall be no more than one page. The cover letter does not count toward the 50 page limit.

### 2.3 PROPOSAL CERTIFICATION

Use Exhibit 1

### 2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW

Provide a brief history and overview of your company and its organizational structure, with special emphasis on how this project will fit within that structure.

### 2.5 PROJECT APPROACH

In this section, please address each of the detailed items listed in Exhibit 4, Scope of Work.

*In developing your response please feel free to present options and variables to the scope while still meeting the minimum requirements of this solicitation. Innovative proposals/solutions are encouraged and considered in the selection and/or award.*

### 2.6 TRANSITION PLAN

This section of the proposal will describe the actions the awarded Contractor will take to accomplish a successful transition from the current Contractor. The Offeror shall describe how they will maintain continuity of service during the transition period. The Offeror shall provide a timeline of events and milestones for the transition period that highlights specific actions to take and specific resources, including personnel and equipment.

### 2.7 STATEMENT OF QUALIFICATIONS

Submit a general description on a company-wide basis of your firm's background, and qualifications to provide the services and requirements indicated in the Scope of Work. **One copy of firm's financial statements for the past two (2) years is required, including but not limited to, balance statement, income statement, and statement of cash flows.**

### 2.8 PERSONNEL

The quality of personnel is extremely important in the City of Colorado Springs' decision-making process for awarding this contract. In this section, please submit brief resume(s) of key personnel in critical positions. Please feel free to attach copies of certifications, etc. It is important to the City that the consultant be familiar with transit vehicles, including but not limited to, fixed route buses, body on chassis vehicles and seven to twelve passenger vans.

### 2.9 FEE SCHEDULE/COST PROPOSAL

The Contractor must use the Cost Proposal Format (Exhibit 8) and Cost Breakdown (Exhibit 9) for the presentation of its cost proposal. Applicants are to submit cost amounts for each cost item identified in the Cost Proposal. The cost set forth in the schedule is for establishing a contract budget that will be the Contractors' operating budget for each year of the base period of this agreement. The following instructions and definitions apply to the completion of the Cost Proposal:

Personnel – Personnel costs must be broken down into wages, salaries and fringe benefits by job classification. Any bonuses awarded by the Contractor to personnel due to savings realized under this agreement relative to the cost to the City will not be reimbursed and should not be included in the proposed cost to the City.

Overhead Costs – General, administrative, and overhead costs included in the Targeted cost will include indirect expenses incurred for items such as, office supplies, uniforms, bonding costs, insurance, copying services, non-capitalized equipment shop tools and insurance. Costs for maintenance and/or rental equipment used in delivering goods and services under the terms of this RFP are also overhead costs. The City will not reimburse any indirect costs in connection with the following: bad debts, donations, entertainment, fines and penalties, lobbying, defense of criminal charges, alcoholic beverages, and/or annual events of any nature.

**2.10 REFERENCES**

Provide the names and locations of at least three (3) locations at which your company has conducted similar services and requirements. Specifically describe your company's experience in successfully completing similar projects. Also include a list of current clients and current projects the firm is presently working on. Provide names and contact information for each reference.

**2.11 SUBMITTALS**

Submit five (5) copies, one (1) **unbound original and** one (1) electronic version of all information requested herein, including all Attachments.

**2.12 AWARD**

Proposals submitted which do not meet the requirements of this Request will be considered non-responsive and will not receive further consideration. Follow-up calls for missing or incomplete information will not be made.

All responsive proposals received for this project will be reviewed and ranked on a basis which would best serve the interests of the City of Colorado Springs based on the evaluation criteria defined in Section III. The firm which is selected will be that which best serves the interests of the City of Colorado Springs and will be given the first right to negotiate an agreement acceptable to the City. In the event that an agreement satisfactory to the City cannot be reached, the City may enter into contract negotiations with one or more of the remaining qualified firms.

**2.13 EXCEPTIONS**

Please note that all Offerors must complete and return with their proposal, Exhibit 2, Exceptions Form.

**2.14 INSURANCE REQUIREMENTS**

Please note that all Offerors must complete and return with their proposal, Exhibit 3, Minimum Insurance Requirements.

## **SECTION III**

### **3.1 EVALUATION CRITERIA**

#### **3.1.1 PROJECT APPROACH**

See Section II - Item 2.5

#### **3.1.2 QUALIFICATIONS**

See Section II - Item 2.7

#### **3.1.3 PROPOSED COSTS**

See Section II - Item 2.9

#### **3.1.4 PROPOSED PERSONNEL**

See Section II - Item 2.8

#### **3.1.5 REFERENCES (EXPERIENCE)**

See Section II - Item 2.10

#### **3.1.6 TRANSITION PLAN**

See Section II - Item 2.6

#### **3.1.7 PROPOSAL**

The overall quality, exceptions and completeness of the proposal submitted.

### **3.2. SELECTION COMMITTEE**

A selection committee will screen all proposals. Proposals will be ranked according to evaluation criteria, as outlined in the Request for Proposal. Through this process, the City will determine which proposals are acceptable or unacceptable. The City will notify, in writing, the participating firms whose proposals are deemed to be unacceptable. Those firms offering proposals deemed to be acceptable by the City will be evaluated by the selection committee. The selection committee may determine it necessary to require oral presentations or interviews with the "short listed" Offerors considered to be in the competitive range.

If oral presentations or interviews are conducted, they will also be scored. The selection committee may request revisions to the proposal from each of the Offerors at the conclusion of the interviews. However, if it is deemed necessary to seek revisions to the proposals at the conclusion of the interviews, then all interviewed Offerors will be requested to submit revisions; and the revisions will be scored accordingly.

- Quality of presentation
- Responses to provided questions/clarifications
- Ability to respond to general questions
- Requested revisions (if applicable)

### **3.3 AWARD OF CONTRACT**

The City reserves the right to award this contract not necessarily to the Offeror with the most advantageous price, but to the firm that demonstrates the best ability to fulfill the requirements of this Request for Proposal. The City will select the most qualified firm that was proven to understand the needs and scope of the study. A contract prepared by the City will then be negotiated with the successful firm. In the event a contract cannot be negotiated with the top ranked firm, the City may enter into negotiations with the second highest ranked firm or the City may decide to call for new proposals. Immediately after the notice of award, the contractor will begin planning in conjunction with the City of Colorado Springs staff (to be designated by the City) to ensure fulfillment of all its obligations. The contractor may be expected to attend regular meetings as required by the City to assist in the preparation for startup.

## **SECTION IV**

### **4.0 CONTRACT TERMS AND CONDITIONS**

A contract for services will be negotiated with the successful Offeror, however at a minimum the terms and conditions listed in this RFP will apply:

### **4.1 CONTRACTOR'S CONDUCT**

- 4.1.1 The contractor shall not display signs, or other advertising matter of any kind within or outside of the City limits of Colorado Springs area without the prior written permission of the City.
- 4.1.2 The contractor shall ensure that the contractor's personnel are courteous to the public, patrons, and all other persons.
- 4.1.3 All employees or other personnel of the contractor working on City property shall be of lawful working age. The contractor shall comply with all federal, state, and local labor and employment laws; and all personnel of the contractor shall be competent to do the work assigned to them by the contractor.

### **4.2 INTEGRATION**

Any resultant contract will be a completely integrated contract and contain the entire agreement between the parties. Prior written or oral agreements, if any, shall be deemed of no effect and shall not be binding upon either party, unless incorporated by reference into the resultant contract. That contract may not be amended except in writing signed by all parties to the contract.

### **4.3 EMPLOYMENT OF ILLEGAL ALIENS**

A law addressing the employment of illegal aliens (CRS 8-17.5-102) on public works projects became law effective July 1, 2007. The following clauses will be incorporated into all City of Colorado Springs contracts executed after July 1, 2007.

- a. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, or (ii) has attempted to verify through participation in the Department of Homeland Security's Basic Pilot Program that the contractor does not employ any illegal aliens. If the contractor has not been accepted into the Basic Pilot Program prior to entering into this Agreement, the Contractor shall apply to participate in the Basic Pilot Program (unless it has been discontinued) every three months after entering this Agreement until the Contractor either is accepted or this Agreement has been completed, whichever is earlier.
- b. Notwithstanding subparagraph (a) of this section of the Agreement, the Contractor shall not use or rely upon the Basic Pilot Program procedure for the purpose of pre-employment screening of job applicants during the performance of the obligations contained in this Agreement.
- c. If at any time prior to or during the performance of the Contractor's obligations contained in this Agreement, the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement for the Contractor knowingly employs or contracts with an illegal alien, the Contractor is required to (i) notify in writing both the subcontractor and the City within three (3) days after obtaining such knowledge that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, and (ii) terminate the subcontract with the subcontractor if, within the three (3) days following receipt of such notice, the subcontractor does not stop employing or contracting with the illegal alien. The Contractor shall not terminate the contract with the subcontractor if, during the three (3) day period after actual knowledge of employment or contract with the illegal alien, the subcontractor provides information to the Contractor to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. For purposes of this subparagraph only, and without waiving or changing any other Notice Provisions in this Agreement, all notices to the City regarding this subparagraph shall be addressed to the City Procurement Services Manager, 30 South Nevada Ave., Suite 201, Colorado Springs, CO 80903, with a copy to the Office of the City Attorney, P O Box 1575, Colorado Springs, Colorado 80901-1575.

- d. The Contractor will comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment.

## SECTION V

### EXHIBITS/APPENDICES

Exhibit 1	Proposal Certification
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Appendix 4	City Staff/Other Vehicle Inventory
Appendix 5	Real Property & Facilities
Appendix 6	City Transit Equipment
Appendix 7	Minimum Vehicle Performance Standards
Appendix 8	Minimum Maintenance Facilities Performance Standards

**EXHIBIT 1 PROPOSAL CERTIFICATION**

1. Principal place of Business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does Offeror have an established office or facility in Colorado Springs? Yes\_\_\_ No\_\_\_

If yes, indicate address below if different than Principal place of Business.

Colorado Springs facility - Year established \_\_\_\_\_ % of Services that will be provided from this location

\_\_\_\_\_  
\_\_\_\_\_ %  
\_\_\_\_\_

2. \_\_\_ The ability to provide a certificate of insurance evidencing the required coverage types and limits specified in Minimum Insurance Requirements exhibit. (It will be necessary that this certificate reflect the City of Colorado Springs as an Additional Insured as applicable.)

Indicate your ability to comply with the following requirements:

The City shall be added as an Additional Insured to all liability policies: Yes\_\_\_ No\_\_\_

Your property and liability insurance company is licensed to do business in Colorado:

Yes\_\_\_ No\_\_\_

Indicate the name of your property and liability insurance company here:

Name: \_\_\_\_\_

Your property and liability insurance company has an AM best rating of not less than B+ and/or VII:

Yes\_\_\_ No\_\_\_

Worker's Compensation Insurance is carried for all employees and covers work done in Colorado.

Yes\_\_\_ No\_\_\_

3. \_\_\_\_\_ One (1) copy of the current financial statements (if required). Enclose financial information in a separate envelope; do not bind with the other proposal copies. If review of the information is to be restricted to the City's financial officer, it must be marked accordingly.

Provide a response to the following: Are any lawsuits; federal, state or local tax liens; or any potential claims or liabilities pending against you, the firm, or the officers of the firm at this time?

Yes\_\_\_ No\_\_\_

If yes, provide details on a separate sheet and attach to your proposal.

4. \_\_\_ The completed and signed proposal. (Proposals must be identified according to the outline of this RFP document.) All required Exhibits are attached.

The Offeror certifies that no person or firm other than the Offeror or as otherwise indicated has any interest whatsoever in this offer or the Contract that may be entered into as a result of this offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud.

Offeror has delegated \_\_\_\_\_ as the Offeror's representative and contact for all questions or clarifications in regard to this offeror. Telephone # (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_.

**Return this form with your Proposal.**

**EXHIBIT 2 EXCEPTIONS**

Print the words "no exceptions"(here) \_\_\_\_\_ if there are no exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract.

If there are exceptions taken to any of the terms, conditions, or specifications of the proposal document or contract, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your proposal.

**Note:** All potential Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may affect the final scoring of proposals. Offerors stipulating that the City must use their contract or agreement may be determined non-responsive and their Proposal determined unacceptable.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
(City, State and Zip Code)

Federal Tax ID#: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

**Return this form with your Proposal.**



## **EXHIBIT 4      SCOPE OF WORK**

### **INTRODUCTION & SUMMARY OF INTENT**

The City of Colorado Springs, Transit Services Division dba Mountain Metropolitan Transit (MMT) [hereinafter referred to as "City"] is seeking competitive proposals from commercial fleet service providers to provide vehicle maintenance services at existing transit facilities. The City's ongoing objective is to optimize the performance of its transit vehicle fleet – minimize cost and downtime while maximizing reliability and functionality – through best vehicle maintenance practices. The City desires to enter into an agreement that will provide the best value to the City and that will form the basis of a partnership between the service provider and the City for the achievement of the City long-term objectives.

The scope of services is within throughout this Exhibit and the standards described are performance levels currently provided by City. Vendors may propose alternative ways to provide services in an innovative and creative manner as long as the proposed service delivery methods meet the key performance indicators and required service levels.

The proposal may include options; the City will choose which option best fits its long-term goals and objectives.

### **OBJECTIVES**

This document identifies the nature and scope of the vehicle maintenance services to be provided for the City, relating to 43 fixed-route buses, increasing to 48 in spring of 2016, 48 ADA paratransit buses (Metro Mobility), 44 vanpool vans (Metro Rides), and 21 City/Contract staff and utility vehicles. These quantities may change at the City's direction.

Service under this contract will commence at 0400 hours on April 1, 2016. The Contractor will be responsible for the maintenance and repairs of Transit Vehicles (Appendices 1-4). The term of the proposed agreement will be three (3) years with four (4) one-year renewal options.

#### **A. OVERVIEW OF MAINTENANCE SERVICE**

##### System Background

The City is the primary provider of public transportation services in the Pikes Peak region. The City outsources its fixed-route and ADA paratransit services and contracts with local non-profit agencies to provide elderly and disabled paratransit service beyond the ADA requirements.

- Mountain Metro Transit: Fixed-route transit service to Colorado Springs, Manitou Springs, and parts of unincorporated El Paso County with approximately 10,000 one-way trips per day.
- Metro Mobility: ADA Paratransit service within ¾ mile of the fixed-route service.
- Metro Rides: Alternative transportation services including vanpool, carpool, school pool, and bike encouragement programs.
- Specialized Elderly and Disabled Services – Paratransit services above and beyond ADA.

##### Operational Profile

The system operates seven days per week and all but three days a year. Service does not operate on Thanksgiving Day, Christmas Day, or New Year's Day.

The City operates with a 20% spare ratio; spares include vehicles undergoing preventive maintenance, vehicles being repaired and vehicles available as spares that could be deployed for service as needed.

Transit service hours of operation are approximately:  
Monday to Friday – 5:30 AM to 10:00 PM  
Saturday – 6:30 AM to 7:00 PM  
Sunday – 7:30 AM to 6:00 PM

**i. THE CITY WILL PROVIDE THE CONTRACTOR WITH THE FOLLOWING:**

**a) Real Property and Facilities**

Fully operational transit facilities required for supporting the City transit maintenance operation along with all necessary lifts and maintenance equipment.

**b) Equipment**

1. Service vehicles required to support the operation of the transit fleet maintenance program.
2. The Contractor will be provided access to the wash bay area, City-owned GFI probes, vaults, Fleetwatch fueling program, and M5 AssetWorks maintenance programs.
3. City-issued computers will be provided to the Contractor and pre-loaded with all necessary software. Additional computers may be provided by the Contractor, but must be pre-approved by City IT staff prior to utilizing the City network.
4. All radio equipment and maintenance and repair thereof.
5. Fuel for all City-owned vehicles. However, the maintenance and upkeep of fuel dispensing pump will be the responsibility of the Contractor.
6. City owns all the City equipment. Nothing contained in the service contract shall affect the City's ownership of, and title to, City equipment, that ownership and title hereby expressly reserved to and retained by City.
7. All City vehicles shall be licensed and registered by City in the name of City and at City's expense.
8. Warranty: City is not the manufacturer of City equipment or the manufacturer's agent, and City makes no express or implied warranty of any nature whatsoever regarding City equipment, including, but not limited to: its merchantability or fitness for any particular purpose; its design or condition; its workmanship; its freedom from latent or patent defects; its compliance with the requirements of any law, rule, specification, or contract; or its non-infringement of any patent, trademark, or license.

**c) Services**

1. City will be responsible for all opacity testing and equipment.
2. City will be responsible for roadside service and towing for Metro Rides vanpool vehicles.
3. All engine and transmission rebuilds and replacements cost will be the responsibility of City. However, Contractor shall be responsible for providing all maintenance records and documentation showing all preventive maintenance was performed in accordance with the requirements set forth in the contract.
4. City will be responsible for all vehicle body work.

**ii. CONTRACTOR SHALL PROVIDE THE FOLLOWING:**

The responding Contractor is requested to propose how it will accomplish the following activities, specifically providing a description of how these activities will be accomplished and including service levels and/or response times that will be met. Propose on a comprehensive preventative maintenance program to accomplish the following activities.

1. Operation of the City transit maintenance facility.
2. Preventive maintenance and repair of City transit vehicles (see Exhibits B,C,D,E,F) using practices and ensuring outcomes that meet FTA and ADA requirements, vehicle manufacturer recommendations, and industry best practices.

3. Procurement and storage of all parts, materials and supplies (unless otherwise specified) to meet vehicle service availability requirements. Bidders shall provide proposed inventory list and procurement procedures.
4. Inventory of all parts, materials, supplies and fluids in the City's AssetWorks M5 information system.
5. Roadside service and towing (excluding Metro Rides vanpool vehicles).
6. Taking and sending for analysis engine oil, transmission fluid and engine coolant samples. (City will pay full and actual analysis and shipping costs.)
7. Comprehensive tire services including tire replacement, repair, balancing, field tire services (not to include vanpool field service), installation of tire chains, and maintenance of a mounted spares inventory.
8. Warranty commitments of all components and parts installed by the Contractor or subcontracted to a third party. (Note: Any and all components and parts installed on City transit vehicles shall remain with that vehicle as part of the whole vehicle and the components and parts shall be the property of the City free and clear of any liens or encumbrances.)
9. Install on new vehicles and maintain on new and existing vehicles the Orpack fuel ring system.
10. Nightly vehicle cleaning program (excluding Metro Mobility ADA paratransit vehicles). Vanpool vehicles shall be cleaned after PM servicing.
11. Cleaning and maintenance of GFI Genfare fareboxes and vaults.
12. Probing and collecting fare box data and cash, including vaulting all fare box cash boxes into the GFI vault system.
13. The Contractor shall be responsible for any vehicles sustaining damage while in the possession of the Contractor.
14. All work order information, including third party invoices, shall be input, stored and maintained in City's AssetWorks M5 information system.
15. Contractor shall utilize only the Equipment specified in the RFP.
16. Contractor shall utilize only the garages, yards, and related facilities specified in this RFP.
17. Contractor shall prepare and maintain accurate records relating to all maintenance work performed by or for the Contractor on all City transit equipment and vehicles in the AssetWorks M5 maintenance program. The Contractor shall also maintain a separate maintenance file for each City transit vehicle containing all maintenance records pertaining thereto. Contractor shall also complete, maintain, and transmit to the City all maintenance forms required by City and any other records requested by the City, including, without limitation, vehicle maintenance records, fuel consumption records, and all records required under the City's Preventive Maintenance Program.
18. Contractor shall use and operate all City equipment and vehicles solely for the purpose of providing maintenance services to the City.

## **B. FACILITY OPERATIONS AND MAINTENANCE**

### **i. The Contractor shall be responsible for:**

- a) Maintenance of City furnished facility and equipment in first-class condition for their intended purposes throughout the agreement term. The City owns all the City equipment. Nothing contained in the services contract shall affect the City's absolute ownership of, and title to, the City equipment; such ownership and title being hereby expressly reserved to and retained by the City. Maintenance shall be in accordance with the below referenced documents; available upon request.
  1. Facilities Maintenance Plan
  2. Facilities Equipment Inventory
  3. Stormwater Management Plan
  4. Spill Prevention, Control and Countermeasure Plan

- ✓ Contractor shall provide expedient clean-up from vehicle leaks/spills on or off City property, including but not limited to; bus parking area, downtown bus terminal, transfer stations, bus stops or any public right-of-way.
- b) Obtaining and paying all costs of utilities in City-provided facilities (with landscape irrigation), including but not limited to electric, gas, water, sewer and telecommunications. Historical utility costs will be provided upon request.
- c) Unless otherwise specified in writing by the City, the Contractor shall only use real property and facilities specified under this RFP for the provision of services to City.
- d) Repairing or replacing, at the Contractor's sole expense, any facility or equipment item accidentally or willfully damaged, sabotaged, misused or lost. Failure to make said restoration will result in correction by City with reimbursement by Contractor.
- e) Cooperating with City in maintaining an accurate inventory of all City equipment.
- f) Return of facilities, equipment and records to City immediately following the agreement term or upon termination of the contract.
- g) Snow removal at all maintenance facilities (see Appendix 6).

### **C. SAFETY AND SECURITY**

#### **i. The Contractor shall be responsible for:**

- a) Developing and implementing a comprehensive safety program which is fully compliant with all applicable federal, state and local regulations including, but not limited to, Occupational Safety and Health Administration (OSHA) and Americans with Disabilities Act.
- b) Provide and document initial safety training to all new employees.
- c) Conduct recurring safety training meetings for all employees to include senior management staff, managers and supervisors and front-line employees.
- d) Provide copies of attendance rosters and agenda items discussed to Transit Staff Safety Officer.
- e) Brief any additional safety training topics as provided by Transit Staff Safety Officer.
- f) Participate in transit safety drills and exercises.
- g) Provide a comprehensive system security program.
  - 1. Provide and document initial security training to all new employees.
  - 2. Conduct recurring security training meetings separate from safety training meetings for all employees to include senior management staff, managers, supervisors, and front-line employees.
  - 3. Provide copies of attendance rosters and agenda items discussed to transit security safety.
  - 4. Brief any additional security topics as provided by Transit Security Officer.
  - 5. Participate in transit security drills and exercises.

### **D. REFERENCE DOCUMENTS**

The documents listed below shall serve as reference documents to this Contract, throughout the Agreement Term, and shall be revised, modified or updated at City's sole discretion, from time to time. The Contractor shall comply with the requirements set forth in the reference documents and any revisions, modifications and updates to these documents upon written notification from City. Also, City from time to time may add additional reference documents or delete reference documents at City's sole discretion.

- 1. Operations Policies and Procedures Manual
- 2. All reference documents will be provided upon request or before the contract is in place

### **E. EMPLOYEES**

#### **Compliance with federal, state, and local laws**

Contractor shall comply with all applicable federal, state, and local labor laws including, but not limited to, any and all laws relating to the minimum wages, limitations upon the employment of

minors, minimum fair wage standards for minors, and all applicable regulations established to protect the health and safety of all persons, including but not limited to passengers and the public at large. Contractor shall provide the employee protection required under Section 13(c) of the Federal Transit Act, as amended, 49 U.S.C. Section 5333(b).

**Employment of Personnel**

1. General: All persons utilized by the Contractor shall be solely employees of the Contractor. The Contractor's employees, officers, agents, and other personnel shall not be employees of the City, whether statutory, common law, shared, or other status, whatsoever. Contractor shall be responsible for all recruitment, screening, testing, selection, training, scheduling, supervision, discipline, termination, and all other functions related to personnel required by the Contractor to perform Contractor's obligations under this Agreement.
2. Contractor shall comply with all federal requirements relating to drug and alcohol testing including, but not limited to, those imposed under 49 C.F.R. Parts 40, 653, and 654. Contractor shall participate in driver training programs, if any, and shall comply with driver and safety standards required by law.
3. All Contractor employees will maintain a professional appearance and will wear uniforms.
4. The City reserves the right to require the removal or reassignment from this project of any Contractor employee for any reason set forth by the City.
5. City may also require that Contractor remove from the job, at no additional cost to City, employees who endanger persons or property, are disruptive to the workforce, or whose continued employment under this contract is inconsistent with the requirements of the contract and/or interests of safety or security at any City site.

**F. INVOICE AND ACCOUNTING**

The Contractor will be reimbursed for all labor, parts, and materials for each City fleet vehicle worked on for preventive maintenance, minor and major repairs, or any other fleet maintenance activity City deems necessary.

**G. INVOICE**

1. A monthly invoice statement showing a line item breakdown for each City transit maintenance program as to: fixed-route buses, ADA paratransit vehicles, vanpool vehicles, and City transit/Contract staff vehicles detailing parts, labor, and other costs will be submitted to City transit [transitfinance@springsgov.com](mailto:transitfinance@springsgov.com) by the 10<sup>th</sup> day of the following month.
2. All invoices submitted to the City will be paid on a thirty (30) net days starting on the day the City receives an accurate invoice.

**H. ACCOUNTING AND REPORTING STANDARDS**

Contractor shall maintain the Contractor's books and records and shall prepare, maintain, and file reports relating to this Contract and services provided hereunder in accordance with generally accepted government accounting principles; and federal requirements. In case of any conflict in the aforesaid standards, Contractor shall seek specific direction from the City and, pending receipt of such direction, shall comply with that standard that most fairly, accurately, and completely records and reports the results of operations.

## **EXHIBIT 5 FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED CLAUSES**

### **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

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.

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**

**31 U.S.C. 3801 et seq.  
49 CFR Part 31 18 U.S.C. 1001  
49 U.S.C. 5307**

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.

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.

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 AND REPORTS**

**49 U.S.C. 5325  
18 CFR 18.36 (i)  
49 CFR 633.17**

The following access to records requirements apply to this Contract:

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.

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.

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.

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.

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.

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).

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

#### Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I State Grantees						
a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$100,000/Capital Projects	None unless <sup>1</sup> non-competitive award		Yes, if non-competitive award or if funded thru <sup>2</sup> 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
II Non State Grantees						
a. Contracts	Yes <sup>3</sup>	Those imposed on non-state	Yes	Yes	Yes	Yes

below SAT (\$100,000) b. Contracts above \$100,000/Capital Projects	Yes <sup>3</sup>	Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
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**Sources of Authority:**  
**1 49 USC 5325 (a)**  
**2 49 CFR 633.17**  
**3 18 CFR 18.36 (i)**

**FEDERAL CHANGES**

**49 CFR Part 18**

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**

**29 U.S.C. § 623, 42 U.S.C. § 2000**  
**42 U.S.C. § 6102, 42 U.S.C. § 12112**  
**42 U.S.C. § 12132, 49 U.S.C. § 5332**  
**29 CFR Part 1630, 41 CFR Parts 60 et seq.**

The following requirements apply to the underlying contract:

**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.

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

**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.

**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.

**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.

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.

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

#### **49 CFR Part 26**

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%. The agency's overall goal for DBE participation is 6 %. A separate contract goal **has not** been established for this procurement.

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 the City of Colorado Springs deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

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 the City of Colorado Springs. In addition, the contractor may not hold retainage from its subcontractors.

The contractor must promptly notify the City of Colorado Springs, 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 the City of Colorado Springs.

### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

#### **FTA Circular 4220.1F**

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

### **TERMINATION**

#### **49 U.S.C. Part 18**

#### **Termination for Convenience**

The City of Colorado Springs 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 the City of Colorado Springs to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Colorado Springs, the Contractor will account for the same, and dispose of it in the manner the City of Colorado Springs directs.

#### **Termination for Default [Breach or Cause]**

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, the City of Colorado Springs 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.

If it is later determined by the City of Colorado Springs that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Colorado Springs, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

#### **Opportunity to Cure**

The City of Colorado Springs in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] 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 the City of Colorado Springs' satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from the City of Colorado Springs setting forth the nature of said breach or default, the City of Colorado Springs 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 the City of Colorado Springs from also pursuing all available remedies against Contractor and its sureties for said breach or default.

#### **Waiver of Remedies for any Breach**

In the event that the City of Colorado Springs elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City of Colorado Springs shall not limit the City of Colorado Springs' remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

### **BREACHES AND DISPUTE RESOLUTION**

#### **49 CFR Part 18**

#### **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 City of Colorado Springs' mayor. 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 mayor. 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 mayor shall be binding upon the Contractor and the Contractor shall abide by the decision.

#### **Performance during Dispute**

Unless otherwise directed by the City of Colorado Springs, 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 of damage.

### **Remedies**

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Colorado Springs 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 City of Colorado Springs is located.

### **Rights and Remedies**

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder 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 City of Colorado Springs, 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 thereunder, except as may be specifically agreed in writing.

### **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

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.

### **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 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.

### **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 seq . 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.

### **CARGO PREFERENCE REQUIREMENTS**

#### **46 U.S.C. 1241 46 CFR Part 381**

Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-

board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**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.

**ENERGY CONSERVATION REQUIREMENTS**

**42 U.S.C. 6321 et seq.  
49 CFR Part 18**

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.

**RECYCLED PRODUCTS**

**42 U.S.C. 6962  
40 CFR Part 247  
Executive Order 12873**

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**BUY AMERICA REQUIREMENTS**  
**49 U.S.C. 5323(j)**  
**49 CFR Part 661**

**BUY AMERICA CERTIFICATION**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

*Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**Return this form with your Proposal.**

**LOBBYING CERTIFICATION**

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

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

**Return this form with your Proposal.**

**SUSPENSION & DEBARMENT CERTIFICATION**

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 the City of Colorado Springs. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Colorado Springs, 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.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Return this form with your Proposal.**

**PROMPT PAYMENT TO SUBCONTRACTORS**

Subcontractors are subject to the provisions of 49 CFR §26.29

A. The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than thirty (30) calendar days after the Contractor has received payment from the City of Colorado Springs.

B. In addition, the contractor is required to return any retainage payments to those Subcontractors within thirty (30) calendar days after the Subcontractor's work related to this contract, is satisfactorily completed.

D. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.

E. The City of Colorado Springs 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 either canceled checks (submitted with contractor invoice at the completion of the contract) and the Contractor's signature below that it will comply with the prompt payment requirements.

F. 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 suspension and/or debarment.

Date:

Signature:

Company Name:

Title: \_\_\_\_\_

**Return this form with your Proposal.**

## EXHIBIT 6      DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

The City of Colorado Springs, Transit Services Division, Mountain Metropolitan Transit's (MMT) receives Federal Financial assistance from the Department of Transportation (DOT) and as a condition of receiving this assistance, MMT has signed an assurance that we will comply with the Disadvantaged Business Enterprise (DBE) Program in the Code of Federal Regulation.

MMT's DBE Program provides a vehicle for increasing the participation, by socially and economically disadvantaged individuals, in state and local procurement. Socially and economically disadvantaged individuals are citizens of the United States (or lawfully admitted permanent residents) and who are:

- *Found to be socially and economically disadvantaged on a case-by-case basis;*
- *African American, (a person having origins in any of the Black racial groups of Africa);*
- *Hispanic American (a person of Mexican, Puerto Rican, Cuban, Dominican, Central or South American or other Spanish or Portuguese culture or origin, regardless of race);*
- *Native American ( a person who is American Indian, Eskimo, Aleut, or Native Hawaiians);*
- *Asian-Pacific American (a person having origins from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong.*
- *Subcontinent Asian American ( a person whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;*
- *Women;*
- *Members of any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.*
- *Tribally-owned concern means any concern at least 51 percent owned by an Indian tribe as defined in this section.*

The DBE Program was:

- *Established to accommodate historically under-utilized businesses*
- *Goals set for federally funded projects with prime and subcontracting potential*
- *Certification granted through the State of Colorado*

The main objectives of the DBE Program are:

- *To ensure that small disadvantaged business enterprises (DBE) can compete fairly for federally funded transportation-related projects.*
- *To ensure that only eligible firms participate as DBEs.*
- *To assist DBE firms in competing outside the DBE Program.*

MMT is required to establish annual DBE goals and review the scopes of anticipated contracts throughout the year and establish subcontracting opportunities. Our DBE goal for Federal Fiscal Years (FFYs) 2015 – 2017 is 6%.

Brittany Goode has been delegated, by MMT, as the Federal Transit Administration (FTA) DBE Liaison Officer (DBELO). She can be reached at 719-385-7471 or [bgoode@springsgov.com](mailto:bgoode@springsgov.com). In that capacity, she is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is afforded the same priority as compliance with all other legal obligations incurred by the City of Colorado Springs in its financial assistance agreements with the DOT.

**EXHIBIT 7 COST PROPOSAL FORMAT**

**OPERATING BUDGET SERVICES**

	FTE	Year One	Year Two	Year Three
<b>Wages and Salaries:</b>				
<b>Management/Admin Personnel</b>	_____	_____	_____	_____
<b>Mechanics</b>	_____	_____	_____	_____
Parts Personnel	_____	_____	_____	_____
Other Personnel	_____	_____	_____	_____
<b>Wages &amp; Salaries – Subtotal</b>	_____	_____	_____	_____
	FTE	Year One	Year Two	Year Three
Parts and Supplies:				
Parts & Accountable Supplies	_____	_____	_____	_____
Indirect Shop Supplies	_____	_____	_____	_____
<b>Wages &amp; Salaries – Subtotal</b>	_____	_____	_____	_____
	FTE	Year One	Year Two	Year Three
Subcontractor Services	_____	_____	_____	_____
<b>TOTAL COST</b>	_____	_____	_____	_____

**EXHIBIT 8 COST BREAKDOWN**

CONTRACT PRICE SUMMARY				
	Startup	YR1	YR2	YR3
	Price	Price	Price	Price
<b>Wages</b>				
<b>Fringes</b>				
<b>Utilities</b>				
<b>Services</b>				
<b>Corporate Srvcs</b>				
<b>Mat'l &amp; Sply</b>				
<b>Insurance</b>				
<b>Workers Comp</b>				
<b>Facility</b>				
<b>Capital</b>				
<b>Other</b>				
Sum of above				
Subtotal				
G&A %				
G&A AMOUNT				
FEE %				
FEE AMOUNT				
TOTAL PRICE PER YEAR				

**Notes:**

1. All pages of Exhibit 8 shall be completed in full
2. Explanation of changes from year to year
3. Submit proposed pricing methodology for years 2 and 3 (A maximum increase of the Denver-Boulder CPI or 3% whichever is lower will be allowed)

WAGES AND BENEFITS DETAILS FOR EACH POSITION TYPE

Startup Wage Detail	Number of Positions	Rate	Number of Days	Hours per Day	TOTAL	
---------------------	---------------------	------	----------------	---------------	-------	--

WAGES					WAGE \$	HOURS
Position Title						

TOTAL Wages & Hours

<b>FRINGES</b>	Startup
<b>Payroll Taxes - Variable Ops</b> -- FICA	

**Management**

**Other paid expenses**

- Legal
- Corporate staff time

**Staff expense**

- Other (please list)
- Relocation cost
  - Real estate sales
- Commissions

TOTALS
--------

NUMBER OF STAFF NEEDED

	Startup	YR1	YR2	YR3
<b>OPERATIONS</b>				
Ops supervisor				
Operations uniforms				
Service/utility				
Shop supervisor				
Quality Control				
Facilities manager				
Parts Room manager				
Parts room clerk				
Janitor				
Maintenance Uniforms				
<b>ADMINISTRATIVE</b>				
Safety & Training				
<i>Fixed admin - other salaried</i>				
Office Manager				
Human Resources Director				
Purchasing manager				
Operations Director				
Clerk				
Secretary				
General Manager				
Assistant GM				
Maintenance Manager				
Total				
GRAND TOTAL -				

MISC EXPENSES

<b>INSURANCE</b>	Startup	YR1	YR2	YR3	YR4	YR5
<b>General Liability</b>						
<b>Property Insurance</b>						
<b>Crime insurance</b>						
<b>Employment Practices</b>						
<b>Claim payments</b>						
<b>Performance bonds</b>						
<b>Workers Comp</b>						
Ops worker						
Mntc worker						
Office worker						
OTHER						
<b>Dues &amp; Membership</b>						
<b>Staff Travel Cost</b>						
<b>Subsidiary staff travel cost</b>						
<b>Contract penalties</b>						
<b>Any Maintenance software subscription</b>						
<b>Licenses/fees/registration</b>						
-- General software yearly fees						
-- Support vehicle license/registration						
-- Business licenses						
<b>Business &amp; Excise Tax</b>						
<b>Reimbursements</b>						
<b>Working Capital</b>						
TOTALS						

**APPENDIX 1 FIXED ROUTE BUS INVENTORY**

<b>Unit #</b>	<b>Year</b>	<b>Make/Model</b>	<b>Type of Fuel</b>	<b>Vehicle Identification Number</b>	<b>License</b>	<b>Condition</b>	<b>Date Put In Revenue Service</b>	<b>Current Mileage</b>
J206	2002	GILLIG PHANTOM	Diesel	15GCB271921111980	CO-705EFG	2	1/30/2003	464,713
J207	2002	GILLIG PHANTOM	Diesel	15GCB271021111981	CO-706EFG	2	1/30/2003	483,118
J208	2002	GILLIG PHANTOM	Diesel	15GGD271921073662	CO-703EFG	2	1/30/2003	454,277
J209	2002	GILLIG PHANTOM	Diesel	15GGD271021073663	CO-704EFG	2	1/30/2003	456,436
J501	2005	GILLIG BRT	Diesel	15GGB291151075266	CO-380CLV	3	9/13/2005	411,355
J502	2005	GILLIG BRT	Diesel	15GGB291351075267	CO-375CLV	3	9/13/2005	413,299
J503	2005	GILLIG BRT	Diesel	15GGB291551075268	CO-377CLV	3	9/13/2005	428,328
J504	2005	GILLIG BRT	Diesel	15GGB291751075269	CO-381CLV	3	9/13/2005	453,821
J505	2005	GILLIG BRT	Diesel	15GGD291351075232	CO-376CLV	3	9/13/2005	458,638
J506	2005	GILLIG BRT	Diesel	15GGD291551075233	CO-379CLV	3	9/13/2005	426,662
J507	2005	GILLIG BRT	Diesel	15GGD291751075234	CO-378CLV	3	9/13/2005	502,934
J601	2006	GILLIG LOW FLOOR BRT	Diesel	15GGD291X61077609	CO-254EUE	3	9/26/2006	486,149
J602	2006	GILLIG LOW FLOOR BRT	Diesel	15GGD291661077610	CO-256EUE	3	9/26/2006	477,200
J603	2006	GILLIG LOW FLOOR BRT	Diesel	15GGD291861077611	CO-255EUE	3	9/26/2006	434,095
J604	2006	GILLIG LOW FLOOR BRT	Diesel	15GGD291X61077612	CO-257EUE	3	9/26/2006	446,598
J605	2006	GILLIG LOW FLOOR BRT	Diesel	15GGD291161077613	CO-258EUE	3	9/26/2006	445,338
J606	2006	GILLIG LOW FLOOR BRT	Diesel	15GGD291361077614	CO-260EUE	3	9/26/2006	439,319
J607	2006	GILLIG LOW FLOOR BRT	Diesel	15GGD291561077615	CO-259EUE	3	9/26/2006	429,261
J608	2006	GILLIG LOW FLOOR BRT	Diesel	15GGD291761077616	CO-261EUE	3	9/26/2006	432,026
J609	2006	GILLIG LOW FLOOR BRT	Diesel	15GGD291961077617	CO-253EUE	3	9/26/2006	400,916
J610	2006	GILLIG LOW FLOOR BRT	Diesel	15GGD291061077618	CO-252EUE	3	9/26/2006	456,708
J611	2006	GILLIG LOW FLOOR BRT	Diesel	15GGD291261077619	CO-680VEM	3	9/26/2006	438,993
J612	2006	GILLIG LOW FLOOR BRT	Diesel	15GGD291961077620	CO-390BHF	3	9/26/2006	408,398
J700	2007	GILLIG LOW FLOOR BRT	Diesel	15GGB271171078951	CO-709RBR	4	10/11/2007	320,685
J701	2007	GILLIG LOW FLOOR BRT	Diesel	15GGB271371078952	CO-710RBR	4	10/11/2007	321,470
J702	2007	GILLIG LOW FLOOR BRT	Diesel	15GGB271571078953	CO-711RBR	4	10/11/2007	294,574
J703	2007	GILLIG LOW FLOOR BRT	Diesel	15GGB271771078954	CO-712RBR	4	10/11/2007	306,837
J704	2007	GILLIG LOW FLOOR BRT	Diesel	15GGB271971078955	CO-713RBR	4	10/11/2007	318,774
J705	2007	GILLIG LOW FLOOR BRT	Diesel	15GGB271071078956	CO-714RBR	4	10/11/2007	309,034
J706	2007	GILLIG LOW FLOOR BRT	Diesel	15GGB271271078957	CO-715RBR	4	10/11/2007	328,225
J800	2008	GILLIG LOW FLOOR BRT	Diesel	15GGB271X81176376	CO-820RBS	4	11/1/2008	289,615
J801	2008	GILLIG LOW FLOOR BRT	Diesel	15GGB271181176377	CO-821RBS	4	11/1/2008	268,903
J802	2008	GILLIG LOW FLOOR BRT	Diesel	15GGB271381176378	CO-823RBS	4	11/1/2008	284,818
J803	2008	GILLIG LOW FLOOR BRT	Diesel	15GGB271581176379	CO-819RBS	4	11/1/2008	270,795
J804	2008	GILLIG LOW FLOOR BRT	Diesel	15GGB271181176380	CO-822RBS	4	11/1/2008	254,060
J805	2008	GILLIG LOW FLOOR BRT	Diesel	15GGB271381176381	CO-818RBS	4	11/1/2008	283,217
6501	2008	Chevrolet Bus CC5V045	Diesel	1GBE5V19X8F415051	CO794RBS	3	10/28/2009	98,152
6502	2008	Chevrolet Bus CC5V045	Diesel	1GBE5V19X8F415079	CO795RBS	3	10/28/2009	115,455
6503	2008	Chevrolet Bus CC5V045	Diesel	1GBE5V1948F416423	CO796RBS	3	10/28/2009	116,835
6504	2008	Chevrolet Bus CC5V045	Diesel	1GBE5V1928F416369	CO797RBS	3	10/28/2009	117,808
6505	2008	Chevrolet Bus CC5V045	Diesel	1GBE5V1968F415127	CO798RBS	3	10/28/2009	116,879
T5580	2008	Ford E-450 Bus	Unleaded	1FD4E45S58DA78052	CO841RBR	2	4/25/2008	243,556
T5586	2008	Ford E-450 Bus	Unleaded	1FD4E45S38DA78051	CO847RBR	2	4/25/2008	143,961

**APPENDIX 2 ADA PARATRANSIT VEHICLE INVENTORY**

<b>Unit #</b>	<b>Year</b>	<b>Make/Model</b>	<b>Type of Fuel</b>	<b>Vehicle Identification Number</b>	<b>License</b>	<b>Condition</b>	<b>Date Put In Revenue Service</b>	<b>Current Mileage</b>
<b>K145</b>	2010	Ford Senator	Unleaded	1FDFE4FS5ADA79165	157UHC	4	4/1/2010	73,815
<b>K146</b>	2010	Ford Senator	Unleaded	1FDFE4FS7ADA79166	156UHC	4	4/1/2010	109,340
<b>K147</b>	2010	Ford Senator	Unleaded	1FDFE4FS6ADA79174	155UHC	4	4/1/2010	107,722
<b>K148</b>	2010	Ford Senator	Unleaded	1FDFE4FS2ADA79172	154UHC	4	4/1/2010	112,403
<b>K149</b>	2010	Ford Senator	Unleaded	1FDFE4FS3ADA84705	153UHC	4	4/1/2010	113,866
<b>K150</b>	2010	Ford Senator	Unleaded	1FDFE4FS9ADA79167	152UHC	4	4/1/2010	112,024
<b>K151</b>	2010	Ford Senator	Unleaded	1FDFE4FS9ADA79170	151UHC	4	4/1/2010	97,417
<b>K152</b>	2010	Ford Senator	Unleaded	1FDFE4FS7ADA84707	150UHC	4	4/1/2010	98,684
<b>K153</b>	2010	Ford Senator	Unleaded	1FDFE4FS4ADA79173	149UHC	4	4/1/2010	98,970
<b>K154</b>	2010	Ford Senator	Unleaded	1FDFE4FS5ADA84706	148UHC	4	4/1/2010	105,587
<b>K155</b>	2010	Ford Senator	Unleaded	1FDFE4FS0ADA79168	138UHC	4	4/1/2010	116,401
<b>K156</b>	2010	Ford Senator	Unleaded	1FDFE4FS9ADA84708	139UHC	4	4/1/2010	110,975
<b>K157</b>	2010	Ford Senator	Unleaded	1FDFE4FS0ADA84709	140UHC	4	4/1/2010	112,062
<b>K158</b>	2010	Ford Senator	Unleaded	1FDFE4FS0ADA79171	141UHC	4	4/1/2010	117,520
<b>K159</b>	2010	Ford Senator	Unleaded	1FDFE4FS1ADA86954	159UHC	4	4/1/2010	108,683
<b>K160</b>	2010	Ford Senator	Unleaded	1FDFE4FS0ADA84712	143UHC	4	4/1/2010	112,171
<b>K161</b>	2010	Ford Senator	Unleaded	1FDFE4FS9ADA84711	144UHC	4	4/1/2010	112,401
<b>K162</b>	2010	Ford Senator	Unleaded	1FDFE4FS3ADA86955	145UHC	4	4/1/2010	112,592
<b>K163</b>	2010	Ford Senator	Unleaded	1FDFE4FS2ADA79169	146UHC	4	4/1/2010	105,536
<b>K164</b>	2010	Ford Senator	Unleaded	1FDFE4FS7ADA84710	147UHC	4	4/1/2010	101,486
<b>K165</b>	2010	Ford Senator	Unleaded	1FDFE4FS4ADB02368	249UHC	4	4/1/2010	107,860
<b>K166</b>	2010	Ford Senator	Unleaded	1FDFE4FS6ADB02369	250UHC	4	4/1/2010	95,934
<b>K167</b>	2010	Ford Senator	Unleaded	1FDFE4FS2ADB02370	359UHC	4	4/1/2010	116,967
<b>K168</b>	2010	Ford Senator	Unleaded	1FDFE4FS0ADB02366	360UHC	4	4/1/2010	114,624
<b>K169</b>	2010	Ford Senator	Unleaded	1FDFE4FS9ADB02365	361UHC	4	4/1/2010	84,520
<b>K170</b>	2010	Ford Senator	Unleaded	1FDFE4FS7ADB02364	362UHC	4	4/1/2010	110,941
<b>K171</b>	2010	Ford Senator	Unleaded	1FDFE4FS8ADB02373	363UHC	4	4/1/2010	115,774
<b>K172</b>	2010	Ford Senator	Unleaded	1FDFE4FS2ADB02367	364UHC	4	4/1/2010	120,785
<b>K173</b>	2010	Ford Senator	Unleaded	1FDFE4FS6ADB02372	365UHC	4	4/1/2010	115,740

**APPENDIX 2 ADA PARATRANSIT VEHICLE INVENTORY CONTINUED**

<b>Unit #</b>	<b>Year</b>	<b>Make/Model</b>	<b>Type of Fuel</b>	<b>Vehicle Identification Number</b>	<b>License</b>	<b>Condition</b>	<b>Date Put In Revenue Service</b>	<b>Current Mileage</b>
<b>K174</b>	2010	Ford Senator	Unleaded	1FDFE4FS4ADB02371	366UHC	4	4/1/2010	108,736
<b>K175</b>	2013	Ford Senator	Unleaded	1FDFE4FS8CDB11139	110YVD	5	10/1/2012	50,308
<b>K176</b>	2013	Ford Senator	Unleaded	1FDFE4FS4CDB11140	111YVD	5	10/1/2012	46,558
<b>K177</b>	2013	Ford Senator	Unleaded	1FDFE4FS6CDB11141	112YVD	5	10/1/2012	50,156
<b>K178</b>	2013	Ford Senator	Unleaded	1FDFE4FS8CDB11142	113YVD	5	10/1/2012	52,710
<b>K179</b>	2013	Ford Senator	Unleaded	1FDFE4FSXCDB11143	114YVD	5	10/1/2012	46,308
<b>K180</b>	2013	Ford Senator	Unleaded	1FDFE4FS1CDB11144	115YVD	5	10/1/2012	61,851
<b>K181</b>	2013	Ford Senator	Unleaded	1FDFE4FS3CDB11145	116YVD	5	10/1/2012	48,587
<b>K182</b>	2013	Ford Senator	Unleaded	1FDFE4FS5CDB11146	118YVD	5	10/1/2012	49,042
<b>K183</b>	2013	Ford Senator	Unleaded	1FDFE4FS6CDB05100	117YVD	5	10/1/2012	50,511
<b>K184</b>	2013	Ford Senator	Unleaded	1FDFE4FS8CDB05101	109YVD	5	10/1/2012	49,751
<b>K185</b>	2013	Ford Senator	Unleaded	1FDFE4FSXCDB05102	287ZAL	5	10/1/2012	50,138
<b>K186</b>	2013	Ford Senator	Unleaded	1FDFE4FS1CDB05103	284ZAL	5	10/1/2012	20,753
<b>K187</b>	2013	Ford Senator	Unleaded	1FDFE4FS3CDB05104	119YVD	5	10/1/2012	51,103
<b>K188</b>	2013	Ford Senator	Unleaded	1FDFE4FS5CDB05105	120YVD	5	10/1/2012	48,735
<b>K189</b>	2013	Ford Senator	Unleaded	1FDFE4FS7CDB05106	283ZAL	5	10/1/2012	45,039
<b>K190</b>	2013	Ford Senator	Unleaded	1FDFE4FS9CDB05107	286ZAL	5	10/1/2012	50,275
<b>K191</b>	2013	Ford Senator	Unleaded	1FDFE4FS0CDB05108	285ZAL	5	10/1/2012	45,578
<b>K192</b>	2013	Ford Senator	Unleaded	1FDFE4FS3CDB05099	288ZAL	5	10/1/2012	48,996

**APPENDIX 3 VANPOOL VEHICLE INVENTORY**

<b>Unit #</b>	<b>Year</b>	<b>Make/Model</b>	<b>Type of Fuel</b>	<b>Vehicle Identification Number</b>	<b>License</b>	<b>Condition</b>	<b>Date Put In Revenue Service</b>	<b>Current Mileage</b>
<b>Ride 44</b>	2010	Toyota Sienna	Unleaded	5TDKK4CC4AS340945	088UHA	4	1/20/2010	149,901
<b>Ride 45</b>	2010	Toyota Sienna	Unleaded	5TDKK4CC9AS341184	089UHA	4	1/20/2010	106,516
<b>Ride 46</b>	2011	Toyota Sienna	Unleaded	5TDKK3DC6BS012274	733VEM	5	1/20/2010	127,359
<b>Ride 47</b>	2011	Ford E350	Unleaded	1FBNE33L23DA98190	881TTV	5	5/1/2013	76,022
<b>Ride 48</b>	2011	Ford E350	Unleaded	1FBNE33L43DA98191	880TTV	5	5/1/2013	62,624
<b>Ride 51</b>	2011	Toyota Sienna	Unleaded	5TDKK3DC8BS144551	878TTV	5	3/31/2013	106,461
<b>Ride 52</b>	2011	Toyota Sienna	Unleaded	5TDKK3DC4BS146426	879TTV	5	3/31/2013	96,020
<b>Ride 53</b>	2011	Toyota Sienna	Unleaded	5TDKK3DC2BS148501	885TTV	5	3/31/2013	82,688
<b>Ride 54</b>	2011	Toyota Sienna	Unleaded	5TDKK3DC9BS149015	884TTV	5	3/31/2013	73,545
<b>Ride 55</b>	2011	Toyota Sienna	Unleaded	5TDKK3DC6BS150560	454UHC	5	3/31/2013	93,630
<b>Ride 56</b>	2011	Toyota Sienna	Unleaded	5TDKK3DC5BS151358	455UHC	5	3/31/2013	102,796
<b>Ride 80</b>	2012	Ford E350	Unleaded	1FBNE3BL2CDB30721	774YOM	5	2/1/2013	55,825
<b>Ride 81</b>	2012	Ford E350	Unleaded	1FBNE3BL4CDB30722	776YOM	5	2/1/2013	76,294
<b>Ride 82</b>	2012	Ford E350	Unleaded	1FBNE3BL2CDB31349	327YOM	5	2/1/2013	54,203
<b>Ride 83</b>	2012	Ford E350	Unleaded	1FBNE3BL9CDB31350	328YOM	5	2/1/2013	54,129
<b>Ride 84</b>	2012	Ford E350	Unleaded	1FBNE3BL0CDB31351	329YOM	5	2/1/2013	49,288
<b>Ride 85</b>	2012	Ford E350	Unleaded	1FBNE3BL2CDB31352	330YOM	5	2/1/2013	67,379
<b>Ride 86</b>	2012	Ford E350	Unleaded	1FBNE3BL4CDB31353	336YOM	5	2/1/2013	54,880
<b>Ride 87</b>	2012	Ford E350	Unleaded	1FBNE3BL6CDB31354	773YOM	5	2/1/2013	54,152
<b>Ride 88</b>	2012	Ford E350	Unleaded	1FBNE3BL8CDB31355	337YOM	5	2/1/2013	58,116
<b>Ride 89</b>	2012	Ford E350	Unleaded	1FBNE3BLXCDB31356	760YOM	5	2/1/2013	53,976
<b>Ride 90</b>	2012	Ford E350	Unleaded	1FBNE3BL1CDB31357	783YOM	5	2/1/2013	47,248
<b>Ride 91</b>	2012	Ford E350	Unleaded	1FBNE3BL3CDB31358	767YOM	5	2/1/2013	25,042
<b>Ride 92</b>	2012	Ford E350	Unleaded	1FBNE3BL5CDB31359	775YOM	5	2/1/2013	47,413
<b>Ride 93</b>	2012	Ford E350	Unleaded	1FBNE3BL1CDB31360	766YOM	5	2/1/2013	46,109
<b>Ride 94</b>	2012	Ford E350	Unleaded	1FBNE3BL3CDB31361	765YOM	5	2/1/2013	51,957
<b>Ride 95</b>	2012	Ford E350	Unleaded	1FBNE3BL5CDB31362	764YOM	5	2/1/2013	48,401
<b>Ride 96</b>	2012	Ford E350	Unleaded	1FBNE3BL7CDB31363	763YOM	5	2/1/2013	37,014

**APPENDIX 3 VANPOOL VEHICLE INVENTORY CONTINUED**

<b>Unit #</b>	<b>Year</b>	<b>Make/Model</b>	<b>Type of Fuel</b>	<b>Vehicle Identification Number</b>	<b>License</b>	<b>Condition</b>	<b>Date Put In Revenue Service</b>	<b>Current Mileage</b>
<b>Ride 97</b>	2012	Ford E350	Unleaded	1FBNE3BL9CDB31364	762YOM	5	2/1/2013	30,120
<b>Ride 98</b>	2012	Ford E350	Unleaded	1FBNE3BL0CDB31365	761YOM	5	2/1/2013	22,541
<b>Ride 99</b>	2007	Ford E450	Unleaded	1FDXE45S47DA65448	664RBR	5	9/10/2007	97,831
<b>Ride 100</b>	2014	Toyota Sienna	Unleaded	5TDKK3DC1ES518552	745SWQ	5	1/13/2015	3,562
<b>Ride 101</b>	2014	Toyota Sienna	Unleaded	5TDKK3DC5ES516495	801RQY	5	1/23/2015	2,894
<b>Ride 102</b>	2014	Toyota Sienna	Unleaded	5TDKK3DC3ES525941	802RQY	5	1/23/2015	2,541
<b>Ride 103</b>	2014	Toyota Sienna	Unleaded	5TDKK3DCXES519957	803RQY	5	1/28/2015	712
<b>Ride 104</b>	2014	Toyota Sienna	Unleaded	5TDKK3DC3ES527088	804RQY	5	1/28/2015	1,655
<b>Ride 105</b>	2014	Toyota Sienna	Unleaded	5TDKK3DC1ES510080	725SWQ	5	2/6/2015	758
<b>Ride 106</b>	2014	Toyota Sienna	Unleaded	5TDKK3DC1ES518972	726SWQ	5	2/6/2015	1,848
<b>Ride 107</b>	2014	Toyota Sienna	Unleaded	5TDKK3DC6ES526324	727SWQ	5	2/13/2015	353
<b>Ride 108</b>	2014	Toyota Sienna	Unleaded	5TDKK3DC0ES526013	728SWQ	5	2/13/2015	70
<b>Ride 109</b>	2014	Toyota Sienna	Unleaded	5TDKK3DC0ES517179	729SWQ	5	2/13/2015	82
<b>Ride 110</b>	2014	Toyota Sienna	Unleaded	5TDKK3DC6ES502766	730SWQ	5	2/13/2015	84
<b>Ride 111</b>	2014	Toyota Sienna	Unleaded	5TDKK3DC1ES520723	731SWQ	5	Pending	67
<b>Ride 112</b>	2014	Toyota Sienna	Unleaded	5TDKK3DC7ES520144	732SWQ	5	Pending	70
<b>Ride 113</b>	2014	Toyota Sienna	Unleaded	5TDKK3DC8ES520444	733SWQ	5	Pending	70
<b>Ride 114</b>	2014	Toyota Sienna	Unleaded	5TDKK3DC4ES516682	734SWQ	5	Pending	78
<b>Ride 115</b>	2014	Toyota Sienna	Unleaded	5TDKK3DC6ES523276	735SWQ	5	Pending	68
<b>Ride 116</b>	2014	Toyota Sienna	Unleaded	5TDKK3DCXES472879	736SWQ	5	Pending	174
<b>Ride 117</b>	2014	Toyota Sienna	Unleaded	5TDKK3DC4ES519615	737SWQ	5	Pending	77
<b>Ride 118</b>	2014	Toyota Sienna	Unleaded	5TDKK3DC3ES526944	738SWQ	5	Pending	96
<b>Ride 119</b>	2014	Toyota Sienna	Unleaded	5TDKK3DC6ES517820	800RQY	5	Pending	69

#### APPENDIX 4 CITY STAFF/SUPPORT/SERVICE VEHICLE INVENTORY

The Support Vehicles listed in the table below shall be available to the Contractor as provided in this Contract. All support vehicles listed in the following table will be serviced under the City Transit Fleet Maintenance Program and the Contractor shall be responsible for all other maintenance, general upkeep, insurance, and body damage per the Contract.

City Transit support vehicles provided by City Transit for this Contract shall not be used for personal use and shall be parked when not in use at the City Transit maintenance facility. City support vehicles shall not be taken home or outside of the contract service area as standby vehicles unless approved by the Transit Division Manager.

Unit #	Year	Make/Model	Type of Fuel	Vehicle Identification Number	License	Condition	Date Put In Revenue Service	Current Mileage
E136	2005	Dodge Stratus	Unleaded	1B3EL46T25N702631	856EFY	2	9/1/2005	103,426
E195	2007	Ford Escape XLT	Unleaded	1FMYU93197KB80427	782HLN	3	12/31/2006	67,275
E198	2007	Ford Escape XLT	Unleaded	1FMYU93107KA63125	781HLN	3	12/31/2006	125,630
E220	2012	Ford Focus	Unleaded	1FAHP3E28CL216522	900TTV	5	9/28/2011	52,210
E221	2012	Ford Fusion	Unleaded	3FAHP0GA3CR119507	839UHD	5	9/28/2011	51,222
E222	2012	Ford Fusion	Unleaded	3FAHP0GA5CR119508	838UHD	5	9/28/2011	48,393
E223	2012	Ford Fusion	Unleaded	3FAHP0GA7CR119509	837UHD	5	9/28/2011	43,557
E224	2012	Ford Fusion	Unleaded	3FAHP0GA3CR119510	836UHD	5	9/28/2011	19,421
E225	2011	Ford Van E150	Unleaded	1FMNE1BW3BDB29212	152UHE	3	9/28/2011	24,097
E227	2015	Ford Explorer	Unleaded	1FM5K8B83FGA28615	724SWQ	5	9/23/2014	4,125
E432	2008	Ford F150	Unleaded	1FTRF14V68KB62684	721RBR	5	12/17/2007	28,796
E442	2011	Ford Fusion	Unleaded	3FAHP0HG8BR224450	389UHC	3	12/31/2010	16,159
E443	2011	Ford Explorer	Unleaded	1FMHK8D85BGA33562	422UHC	3	12/31/2010	29,088
E447	2011	Ford F250 Pickup	Unleaded	1FDRF3H6XBEB76023	395UHC	5	12/31/2010	14,055
E562	2001	Chevy 2500 Pick Up	Unleaded	1GCHK24U31Z250142	821CNG	4	12/31/2001	69,693
E693	2008	Ford E350	Diesel	1FDWF37RX8EC78879	772RBR	5	12/31/2007	19,138
Ride 36	2008	Toyota Sienna	Unleaded	5TDZK23C88S155830	821RBR	4	11/8/2007	72,301
Ride 38	2010	Toyota Sienna	Unleaded	5TDKK4CC9AS328080	066UHA	4	1/20/2010	121,968
Ride 39	2010	Toyota Sienna	Unleaded	5TDKK4CC4AS328651	065UHA	4	1/20/2010	134,405
Ride 41	2010	Toyota Sienna	Unleaded	5TDKK4CC2AS339485	086UHA	4	1/20/2010	168,181
Ride 42	2010	Toyota Sienna	Unleaded	5TDKK4CC6AS340381	085UHA	4	1/20/2010	126,526
Ride 43	2010	Toyota Sienna	Unleaded	5TDKK4CC0AS340750	090UHA	4	1/20/2010	147,508
Ride 49	2011	Toyota Sienna	Unleaded	5TDKK3DC5BS129005	421UHC	5	3/31/2013	95,495
Ride 50	2011	Toyota Sienna	Unleaded	5TDKK3DC3BS136681	424UHC	5	3/31/2013	81,526

## APPENDIX 5 REAL PROPERTY AND FACILITIES

<u>Facility</u>	<u>Address</u>
Bus Storage Canopies	1075 Transit Drive
Maintenance Garage	1145 Transit Drive
Cold Storage	1155 Transit Drive

## APPENDIX 6 CITY TRANSIT EQUIPMENT

The City Transit equipment listed in the table below shall be available to the Contractor as provided in this Contract. The Contractor shall be responsible for all maintenance and general upkeep of the listed equipment per the Contract. Any additional phones or internet connections required by the Contractor above those listed below shall be at the Contractors expense. The Contractor shall be responsible for any long distance charges made on the City phone system and will be invoiced for the actual charges by the City.

<b><u>Equipment Description</u></b>	<b><u>Location</u></b>
Fencing	Entire Site
Personnel Doors	All Buildings
High-Speed Coiling Doors	Maintenance Building Fuel/Wash Bays
Sectional Doors	Maintenance Building
Window	All Buildings
Resilient Flooring	All Buildings
Tile, Wall, and Ceiling Finishes	All Buildings
Floor Scrubber	Maintenance Building Welding Shop
Buffer Grinder 6"	Maintenance Building Welding Shop
Drill Press	Maintenance Building Welding Shop
Horizontal Band Saw	Maintenance Building Welding Shop
Mig Welder	Maintenance Building Welding Shop
Arc Welder	Maintenance Building Welding Shop
Refrigerant Reclamation System	Maintenance Building Welding Shop
High-Pressure Washer	Maintenance Building Welding Shop
Bus Washer	Maintenance Building Bus Wash Bay
Bus Washer Water Reclaim System	Maintenance Building Equipment Room
Snow Removal Equipment	Cold Storage
Bus Vacuum System	Maintenance Building Equipment Room
Furnishings	Maintenance Building
Fluid Containment Tanks	Maintenance Building Lube Room
Fuel Tank Storage	Maintenance Building
900 Gallon Storm-ceptor	Maintenance Building
2400 Gallon Storm-ceptor	Maintenance Building
36,000 Pound Parallelogram Lift	Maintenance Building Lift Bay
50,000 Pound Parallelogram Lift	Maintenance Building Chassis Wash Bay
(2) 60,000 Pound Two Post Lift	Maintenance Building Repair Bays
20,000 Pound Two Post PKS lifts	Maintenance Building Repair Bays
Mobile Column Lifts	Maintenance Building Repair Bay
Chassis Lube Pump and Pump Elevator	Maintenance Building Comp./Lube Room
Waste Commodity Pumps	Maintenance Building Repair Bays
Lubricant Pumps	Maintenance Building Comp./Lube Room
Reel Bank, All	Maintenance Building Repair Bays
Product and Process Plumbing Systems	Maintenance Building
Compressed Air Piping System	All Buildings and Applicable Site Locations
Vehicle Exhaust System	Maintenance Building
Temperature and Environmental Systems Control	All Buildings and Applicable Site Locations
Air Compressor	Maintenance Building Comp./Lube Room
Air Dryer	Maintenance Building Comp./Lube Room
Lighting Systems	All Buildings
City Computers and Telephones	Maintenance Building
Internet connections	through City infrastructure Maintenance Building

**APPENDIX 7 PROPOSED MINIMUM VEHICLE PERFORMANCE STANDARDS**

<b>Performance Measure</b>	<b>Liquidated Damages</b>
<b>Contractor Performance Standards Fixed-Route and Paratransit Buses</b>	
Missed Pull-Out	\$225 per occurrence
Vehicle Unavailability	\$225 per occurrence
In-Service Bus Change	\$225 per occurrence
Missed Scheduled Preventative Maintenance	\$75 per occurrence
Missed GFI Farebox Probing on Fixed-Route Buses	\$25 per occurrence, per vehicle
Non-Compliance with Vehicle Cleanliness Requirements – Fixed-Route Buses Only	\$100 per occurrence
Non-Compliance with 3-Day* Turnaround for Unscheduled Maintenance Repairs, Minor & Major	\$700 per day, per vehicle
Failure to Meet Roadside Service Response Times	\$250 per occurrence
<b>Contractor Performance Standards Light Duty Vehicles</b>	
Non-Compliance with 24-Hour Quick Turnaround for Unscheduled Maintenance – Wipers, Headlights, Turn Signals, Horn, Brake Lights, etc.	\$75 per occurrence, per vehicle
Missed Scheduled Preventative Maintenance	\$75 per occurrence
Non-Compliance with 3-Day* Turnaround for Unscheduled Maintenance Repairs, Minor & Major	\$200 per day, per vehicle
<i>*Refers to calendar days</i>	
All liquidated damages are subject to waiver at the sole discretion of the City and if the reason is found to be justified.	

**APPENDIX 8 PROPOSED MINIMUM MAINTENANCE FACILITIES PERFORMANCE STANDARDS**

<b>Contractor Performance Standards Maintenance Facilities</b>	
<b>Performance Measure</b>	<b>Liquidated Damages</b>
<b>Facility Maintenance Schedule:</b>	<b>\$100 per occurrence of non-compliance with PM schedules</b>
<b>Spill Prevention</b>	<b>\$200 per occurrence of non-compliance with Federal, State, and MMT countermeasures</b>
<b>Stormwater Management</b>	<b>\$200 per occurrence of non-compliance with Federal, State, and MMT countermeasures</b>
<p><b>Note:</b> All documentation pertaining to Stormwater plan, Maintenance facility work orders, Facility cleanliness standards, Facility inventory equipment, Facilities and equipment management procedures manual, will be provided upon request of the Contractor before the start of the contract.</p>	