INVITATION TO BID
LAND USE & TRAVEL DEMAND MODELING 2013-01
BID OPENING: 9:00 A.M. (our clock), July 11, 2013

The North Front Range Metropolitan Planning Organization (NFRMPO) is requesting proposals for the services of a qualified vendor to provide Land Use & Travel Demand Modeling expertise in accordance with the scope of services provided within this proposal.

Sealed proposals will be received and publicly opened at the offices of the NFRMPO, 419 Canyon Ave., Suite 300, Fort Collins, Colorado 80521, at the time and date noted on the Invitation to Bid. The Bid Request for Proposal documents provides instructions for bid submission. **Proposal submission via e-mail is preferred.** Please submit proposals in Microsoft Word or PDF format. E-mail submissions shall be sent to: Suzette Mallette at smallette@nfrmpo.org. The cost estimate must be submitted separately and remitted to Theresa Fox at tfox@nfrmpo.org. This is a different email address than the Project Manager.

If hand delivered or mailed six (6) copies of bid proposal and six (6) copies of cost proposal, they are to be sent to NFRMPO, 419 Canyon Ave., Suite 300, Fort Collins, Colorado 80521.

**Bids must be received before 5:00 P.M. (our clock) July 10, 2013 as directed in the Request for Proposal instructions by the NFRMPO.**

The NFRMPO encourages all certified Disadvantage Business Enterprises (DBE) and certified Small Business Enterprises (SBE) to submit proposals and/or bids in response to all requests for proposals. In administering its DBE Program, the NFRMPO will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, sex, or national origin. The NFRMPO has an overall DBE/SBE goal of 0.03%; however, there is no specific goal for this project.

The work in this RFP should be completed within one year from the time of the contract execution.

Questions concerning the scope of the project should be issued in writing and directed to Project Manager, Suzette Mallette, Regional Transportation Planning Director at NFRMPO, smallette@nfrmpo.org. Those who request and provide a valid email address no later than June 21, 2013, will be provided with all questions submitted and the NFRMPO responses. No questions will be accepted seven (7) days prior to the bid closing date.

Questions concerning bid submittal or process should be directed to Theresa Fox, Finance Director, for NFRMPO at tfox@nfrmpo.org.

Download the Bid from the NFRMPO Webpage at: www.nfrmpo.org
Special Instructions

All bids must be properly signed by an authorized representative of the company with the legal capacity to bind the company to the agreement. Bids may be withdrawn up to the date and hour set for closing. Once bids have been accepted by the NFRMPO and closing has occurred, failure to enter into contract or honor the purchase order will be cause for removal of supplier’s name from the NFRMPO’s bidders list for a period of twelve months from the date of the opening. The NFRMPO may also pursue any remedies available at law or in equity. Bid prices must be held firm for a period of forty-five (45) days after bid openings.

Submission of a bid is deemed as acceptance of all terms, conditions and specifications contained in the NFRMPO’s specifications initially provided to the bidder. Any proposed modification must be accepted in writing by the NFRMPO prior to award of the bid.

Only bids properly received by the Project Manager and Finance Director will be accepted. All bids should be clearly identified by the bid name contained in the bid proposal.

No proposal will be accepted from, or any purchase order awarded, to any person, firm or corporation in default on any obligation to the State of Colorado.

Bids must be furnished exclusive of any federal excise tax, wherever applicable.

The NFRMPO may elect where applicable, to award bids on an individual item/group basis or on a total bid basis, whichever is most beneficial to the NFRMPO. The NFRMPO reserves the right to accept or reject any and all bids, and to waive any irregularities or informalities.

Sales prohibited/conflict of interest: no officer, employee, or member of NFRMPO Planning Council, shall have a financial interest in the sale to the NFRMPO of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the NFRMPO. Soliciting or accepting any gift, gratuity, favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the NFRMPO is prohibited.

Freight terms: unless otherwise noted, all freight is F.O.B. Destination, Freight Prepaid. All freight charges must be included in process submitted on proposal.

Discounts: any discounts allowed for prompt payment, etc., must be reflected in bid figures and not entered as separate pricing on the proposal form.

Collusive or sham bids: any bid deemed to be collusive or a sham bid will be rejected and reported to authorities as such. Your authorized signature of this bid assures that such bid is genuine and is not a collusive or sham bid.

Theresa Fox, MBA
Director of Finance
REQUEST FOR PROPOSAL
LAND USE AND TRAVEL DEMAND FORECASTING - NFRMPO

INTRODUCTION:
The North Front Range Metropolitan Planning Organization (NFRMPO) is located in northern Colorado and covers portions of Larimer and Weld Counties. NFRMPO is north of the Denver Metropolitan area and within commuting distance for many of the communities generally along the I-25 corridor. This area has been an attractive place to live and do business and is one of the fastest growing areas in Colorado.

The NFRMPO is an association of local governments that is responsible for long range transportation planning and programming in the North Front Range Transportation Planning Region (TPR) of Colorado. There are fifteen local government members of the NFRMPO, which are: Fort Collins, Greeley, Loveland, Timnath, Berthoud, Windsor, Johnstown, Milliken, Evans, Garden City, LaSalle, Severance, Eaton and Weld and Larimer Counties, and two state level agencies, State Transportation Commission, and the State Air Pollution Control Division (APCD) constitute the membership. In addition to this NFRMPO membership area, the modeling effort will also incorporate large portions of Weld and Larimer Counties that complete the northern ozone nonattainment subarea. (See map on page 6).

The total population in the region is approximately 440,000. There are three major cities in the NFRMPO Fort Collins (144,000), Greeley (93,000), and Loveland (67,000) that are geographically dispersed. The region also has two major universities. Colorado State University in Fort Collins has a student population of about 30,000 with 23% living in student housing. University of Northern Colorado in Greeley has a student population of about 12,000 with 24% living in student housing. The Universities are currently handled as special generators in the travel demand model.

Regional transit service within and out of the region has one route currently. However, that is likely to change in the future as plans are implemented. The Colorado Department of Transportation (CDOT) is looking to implement transit service in this region that would run between Fort Collins and Denver. This service would be operated and paid for by CDOT. This is a new development for the State of Colorado.

This Request for Proposal (RFP) is seeking a consulting firm, or multiple-firm team, to develop fully functioning land use and travel demand models with a forecast year of 2040. Forecasting land use and travel demand is crucial in the development and updating of the NFRMPO's Regional Transportation Plan (RTP), Transportation Improvement Program (TIP), air quality conformity determinations, and State Implementation Plan (SIP) for air quality. It also provides NFRMPO valuable support to various transportation planning processes conducted by its local member agencies (municipalities and counties) and the Colorado Department of Transportation (CDOT).

(For ease of language, the firm or team will be called “the Consultant” throughout the remainder of this document and the modeling area be called “the region.”)

CURRENT MODEL STRUCTURE:

Land Use Allocation Model (LUAM) Parameters

- Software – CommunityViz Scenario Constructor (more recently named, “Scenario 360”), a GIS-based gravity model that runs on an ESRI platform
• Base year is 2009 with out-years of 2015, 2025, and 2035
• TAZ – 1,021 for the region
• TAZ data – Households stratified by annual household income and household size. Employment data is stratified by basic, retail, and service
• Control totals, developed in conjunctions with the State Demographer, for households and employment with six (6) subareas
• One land use plan for entire region was compiled from local government master plans categorized by density
• Weighted Attractiveness Factor such as major intersections, employment centers, transit, etc. were weighted from 1-10 to reflect the attractiveness of a given parcel of land
• Land uses were categorized and non-buildable land was excluded from distribution
• Control totals were identified for each subarea by land use type. For example, industrial employment was allocated to parcels with an industrial land use in local master plans
• Final Report - Land Use Allocation Model Update, September 2011 (www.nfrmpo.org)

Travel Demand Model Parameters
• Software - TransCAD 5.0, Build 2045
• Model Type - Four-step gravity model
• Model years - Base year is 2009 with out-years of 2015, 2025, and 2035
• TAZ – 1,021 for the region
• TAZ data – Employment by three categories, Households by income level and household size provided by the Land Use Allocation Model described above
• Networks –
  o The roadway network consists of all roads federally classified as major collector and above. The database associated with the road network stores roadway data representing multiple years. The roadway line layer includes information such as road capacity, functional classification/facility type, area type, speeds and travel time. The transit network includes the fixed routes operated by City of Fort Collins, City of Greeley and City of Loveland.
  o The transit network also includes information such as route frequency, headway, drive access, and walk access links. The roadway line layer and route system are combined to create a complete transit network.
• Trip Purposes –
  o **Home-Based Work (HBW)**: Commute trips between home and work.
  o **Home-Based University (HBU)**: Trips between home and university locations (e.g., Colorado State University) for school related purposes by people not employed by the university.
- **Home-Based Shop (HBS):** Trips between home and shopping locations for the purpose of shopping.
- **Home-Based Other (HBO):** All other trips that have one end at home.
- **Work-Based Other (WBO):** Work-related trips without an end at home.
- **Other-Based Other (OBO):** Trips with neither an end at home nor a work-related purpose.
- **Lodging-Based Other (LBO):** Trips made by visitors, based at a lodging establishment (Estes Park area only, not included in the household travel survey).
- **Small Truck (STRK):** Small truck trips (not included in the household travel survey).
- **Large Truck (LTRK):** Large truck trips (not included in the household travel survey).

- **Trip Distribution** - The travel demand model uses a standard gravity model and applies friction factors to represent the effects of impedance between zones. Equations and friction factors have been calibrated for each trip purpose based on observed trip length (time) frequency distributions and average travel times. Friction factors were calibrated using data from the 2010 NFRMPO Household Survey for the MPO region.
- **Mode Choice** – Nested logit-based mode choice model applied to all internal non-truck trips purposes. The model uses a distance based algorithm to determine non-motorized mode share.
- **Time of Day** – The model includes a 2-hour AM peak period, a 1-hour mid-day peak, and a 4-hour PM peak period. Trip assignment is run as AM, PM, Mid-Day and 24 hours.
- **External stations** - External travel is modeled explicitly at the external stations where roadways cross the model boundary. There are 18 external stations or nodes. The split between the EE and IE/EI trips at each external station were estimated using the 2006 North Front Range External Travel Study.
- **There are matrices for regional transit routes based on estimations from the North I-25 EIS.**
- **Final Report** - NFR Travel Model Technical Documentation, February 2012 (www.nfrmpo.org)

Traffic counts at the state, county and municipal level were used in the validation process. A subcontractor to the consultant obtained counts at critical locations where counts were unavailable. It is anticipated that additional counts at key locations may be required for this model development as well.
The NFRMPO, through a Memorandum of Agreement, administers the update of the land use and travel demand models for the Upper Front Range Transportation Planning Region for conformity determination purposes.

**MODEL DEVELOPMENT TEAM (MDT)**

The NFRMPO and the consulting team will use two MDTs during the models updates identified in this RFP. The NFRMPO staff will assemble the MDT and assist the consultant team in presenting information, gaining feedback, and obtaining consensus for the work products. Consensus from the MDT is essential.

The MDT for the LUAM consists primarily of land use planners working from local governments with the modeling area, CDOT staff, and transit providers. All members of the NFRMPO will be invited but it is realistic to expect that representatives from Fort Collins, Greeley, Loveland, and Larimer and Weld Counties would be the more active participants.

The MDT for the Regional Travel Model is a mix of local government planners and engineers within the modeling area, CDOT staff, and transit providers. All members of the NFRMPO will be invited but it is realistic to expect that representatives from Fort Collins, Greeley, Loveland, and Larimer and Weld Counties would be the more active participants.
CHANGES TO MODELS OR METHODOLOGIES

Data
The base year for both models will be 2012.

The out-year is 2040 with interim years of 2015, 2020, 2025, 2030, and 2035.

The Land Use model must use Quarterly Census of Employment and Wages (QCEW) data, from the Bureau of Labor Statistics, for the quarter ending March 2012 for calibration.

The travel demand model will use traffic counts adjusted to 2012 for calibration.

The 2040 Forecast Report is available for use with final documentation on June 30, 2013. The report contains a 2010 base for households, employment, and population in 5-year increments to 2040. The forecast report distributes the household, employment and population forecasts for the seven sub-areas of the region each with their own control totals (see map on page 6).

The combined dataset of household surveys for the entire Front Range from Pueblo to Fort Collins is available for use in developing external trip information.

Transit trips that cross the regional boundary must be accounted for in the model. Currently there is one regional route on US 287 and an additional route proposed for I-25 scheduled for implementation by the Colorado Department of Transportation in summer of 2014.

WORK TASKS:

The Consultant(s) is expected to provide technical expertise, oversight, and perform the primary work on the models with the NFRMPO staff providing support and guidance. The consultant is expected to provide training so that MPO technical staff will be thoroughly competent in running model applications at the conclusion of the model(s) development. The consultant, in conjunction with the MPO project manager, will determine what work tasks will be assigned to the MPO technical staff.

The Consultant’s work tasks are expected to include the following concerning model development:

TASK 1 - Review and assess in detail the NFRMPO’s current approaches and processes involved preparing land use and travel demand projections.

Land Use
The NFRMPO expects the Consultant to review the current land use allocation model and make recommendations to either: A) retain the existing model; B) retain major components of the existing model with further refinement; or C) replace it with an alternate methodology or model.

The NFRMPO expects the land use projections be made at the TAZ level in the most efficient and effective way possible without compromising credibility.

Travel Demand
The consultant should review the current model and make recommendations to implement improvements that reflect best practices for mode choice, etc.
Specific Issues

The pollutant of concern in this region is 8-hour ozone which is predominately a summertime issue. The model needs to account for changes from the average week day, school in session, to a summertime scenario for the whole region to accurately reflect the ozone pre-cursors.

Larimer and Weld Counties, sub-areas 5 and 6, are part of the modeling effort primarily for conformity determination purposes. Larimer County, more so than Weld County, sees a dramatic change in VMT between the average week days, school in session, to the summer. There are over 3 million visitors in the Estes Park area and Rocky Mountain National Park during the summer months that significantly impact traffic and emissions. A review of the current methodology for capturing this data along with recommended changes, including the necessary data, is needed.

The model currently uses special generators for the CSU & UNC and Rocky Mountain National Park. An evaluation of the use of special generators should be undertaken to determine if they are still necessary. If it is determined that the special generators are retained, then supporting data will need to be updated accordingly.

In addition to the external tables for auto trips, an external trip table is used for transit trips into and out of the region. There is currently one regional transit route that has actual boarding information on the US 287 corridor. For future transit trips, ridership has been estimated using the North I-25 Environmental Impact Statement (EIS) that was completed in 2008. A review of the ridership from the EIS needs to be performed to determine if the information is still relevant for use in the model. A recommendation on ridership estimation for interregional transit trips, and data requirements, needs to be developed.

The current model has a truck component in that truck volumes are estimated within the model. Freight, specifically rail freight, is not accounted for in the model. With two major rail switch yards, Fort Collins and LaSalle, the impact to traffic is substantial. An evaluation and review of a freight component along with recommendations is necessary.

Deliverables:

1. The Socio-economic (SE) Technical memo should detail the approaches and processes available for the land use projections. These may include but not be limited to:
   a) develop a land use and employment model structure using CommunityViz software, or
   b) develop a spreadsheet or other software method to distribute households and employment
   c) future improvements that could strengthen the land use and economic forecasts

2. The SE Technical memo should identify the strengths and weaknesses of each recommendation and phasing for improvements.

3. The Land Use Technical memo should identify best practices for improving the Land Use model. The Land Use Technical memo should identify how the land use component will interface with the travel model as well as the data needs, advantages, and disadvantages of each recommendation.

4. The Travel Model Technical memo should also identify future travel model improvements in a sequential order as well as the data needs, advantages and disadvantages of each recommended improvement.

5. Agreement on the version and build of the TransCad software for development of the travel demand model.
**TASK 2 – Project management**

The NFRMPO will assign a project manager and technical staff to work on the model(s) development effort. The project managers, from the MPO and consultant team, will be responsible for the administrative oversight of the project. The Consultant’s project manager is responsible for keeping the project on time and budget. The MPO project manager is responsible for ensuring that the consultant has the needed data and staff support at the appropriate time.

Part of the model development includes active participation of the NFMRPO member community staff in the evaluation and review of the models. The NFRMPO will assemble a Model Development Team (MDT) to provide input and review of the models.

**Deliverables**
1. Draft and final scope of work
2. Participate in the MDT meetings, up to three
3. Prepare meeting materials, agendas, action item lists, and summaries

**TASK 3 – Prepare and calibrate a new 2012 land use base year and process for developing and assigning the SE data to the TAZs for the future five year increments**

The Technical Paper developed in Task 2 will guide the updates and enhancements to the land use model or distribution option. A rational and approach (methodology or process) for the geographic distribution of households and employment will be identified and a Scenario Manager developed.

**Deliverables**
1. Socioeconomic data by TAZ that includes:
   a. Households by size and income
   b. Employment by six (6) categories - basic, retail, service, health, leisure, and education
2. Calibrated, fully functioning model and/or methodology
3. Technical (developer) documentation
4. User guide
5. Summary for public (website version)
6. Training for NFRMPO staff on user guide noted above (or preliminary materials) so a knowledgeable modeler/forecaster can repeat the process and run alternative land use scenarios
7. Land Use Scenario Manager for technique or process developed. A Scenario Manager is a user interface to manage the input and output for various model runs.
8. Electronic copies of all documents, models and data in a software that can be used by the NFRMPO. This software can be ArcGIS, Microsoft Office products, CommunityViz, or TransCad.
TASK 4 - Prepare and calibrate a 2012 Regional Travel Demand Model base year

The Technical Paper developed in Task 2 will guide the updates and enhancements to the travel demand model. Items to be addressed include inter-regional highway and transit trips, seasonal variations for ozone conformity and integrations into the EPA MOVES emissions model.

If it is determined that survey information needs updated, the survey will need to be part of Task 2 and prioritized to meet the model development schedule.

Deliverables

1. Calibrated, fully functioning four step travel demand model
   a. Updated Roadway Network Line Layers and data characteristics
   b. Updated Transit Route Systems, nodes, and access links
   c. Updated Traffic Analysis Zone Layer, centroids and centroid connectors as needed

2. Technical (developer) documentation

3. User guide

4. Summary for public (website version)

5. Training for NFRMPO staff, including the technical documentation and user guide noted above (or preliminary materials) so a knowledgeable modeler can repeat the process and run alternative scenarios

6. Integrated Scenario Manager for model runs and reports. A Scenario Manager is a user interface to manage the input and output for various model runs.

7. Complete base year model dataset that allows for NFRMPO staff to run the model for the necessary applications

POTENTIAL OPTIONS FOR MODEL ADDITIONS AND FUTURE IMPROVEMENTS:

In recognition of the desire to make the models as flexible and as useful as possible to all member governments, some options for additions which might be included upon the concurrence of the NFRMPO Council would be:

Land Use Model

- A factor on how water availability could be tested for the effect on land use development
- Develop a mechanism or model process that can evaluate how development impact fees could affect forecasts
- An impact fee factor

Travel Demand Model

- A freight component of the travel model
- A fuel price variable
• An iterative process or feedback loop that would coordinate and test the forecasts from the land use and travel demand models, recognizing their interdependencies

• Development of a bike network and data needed to support it

Optional item(s) need costs broken down by the individual item.

**EXPERTISE:**

The selected consultant is expected to have expertise in:

• Project management

• Geographic, social, economic, and transportation system data sources, availability of and appropriate use of those sources when developing forecasts or projections. These include:
  - the growth and development of communities
  - travel demand and modal choice on the transportation system

• Use of TransCad, ArcGIS, Geographic Information Systems (GIS), databases and matrices manipulation;

• Highway functional classification and capacity analyses, including determinations of levels of service (LOS);

• Various modes of a transit system/route/structures and ridership analyses

• Outputs from land use forecasting methodologies or models that serve as inputs to the travel demand model

• Developing travel model demand equations

• Travel demand model outputs that serve as inputs to the MOVES air quality model as required by the Environmental Protection Agency for air quality conformity determinations.

It will be important for proposals to describe the Consultant’s proposed staff’s past experiences with the development of both land use and travel demand forecasts that are expected to complete the work.

**MEETINGS:**

The Consultant and NFRMPO’s staff will work as a team and must be available for meetings or phone calls. However, the budget for travel is expected to be limited so other communication options should be considered when face-to-face meetings would not be necessary or possible. These options might involve interactive, web-based meetings that display graphic or tabular materials in addition to voice communications.

**TIMELINE:**

This project is to begin as soon as possible after the contract is awarded and completed in twelve months.
PROPOSAL SUBMITTAL:
The NFRMPO will not reimburse any firm for costs incurred in the preparation and presentation of their proposal or for taking part in an interview.

Electronic submission is preferred. If a firm responding to this RFP chooses to submit hard copies, six (6) copies shall be submitted. The proposal needs the following information:

1. Company history and the experience of the proposed staff in developing land use forecasting methodologies or models and travel demand models

2. The company will identify the project manager, the key staff and their hourly rates along with their indirect rate.

3. A written description of the proposed products and services as required above. The NFRMPO recommends a succinct proposal that clearly identifies the comprehensive services to be performed, the key deliverables and the staff with expertise to be assigned to the project.

4. Pricing, as requested below.

The proposal must be signed by a duly authorized representative of the firm submitting the proposal. The signature shall include the title of the individual signing the proposal.

TRAVEL:
The NFRMPO office is located in Fort Collins, Colorado and any anticipated travel expenses for the Consultant team members should be addressed in the submitted proposals. There is a limited budget for this project(s), so travel expenses should be minimized. Travel expenses for the Consultant team are not authorized to be reimbursed by the NFRMPO for trips that pre-date the execution of, and notice to proceed with the contract.

PRICING:
A firm responding to this RFP shall submit a cost estimate separate from their written proposal, presenting it in the following manner:

1. Cost of effort for the entire modeling area, depicted in the map on Page 6 needs to have the effort in subareas 5 and 6 broken out separately.
2. All costs should be broken down by task in a Gant chart identifying the staff assigned to each major component.

Note: The cost estimate must be submitted separately and remitted to Theresa Fox at tfox@nfrmpo.org. This is a different email address than the Project Manager.

FINAL DELIVERABLES:
Task 1 Deliverables:
1. The Socio-economic (SE) Technical memo detailing the approaches and processes available for the land use projections.

2. The SE Technical memo should identify the strengths and weaknesses of each recommendation and phasing for improvements.
3. The Land Use Technical memo should identify best practices for improving the Land Use model and how the land use component will interface with the travel model as well as the data needs, advantages, and disadvantages of each recommendation.

4. The Travel Model Technical memo should also identify future travel model improvements in a priority order as well as the data needs, advantages and disadvantages of each recommended improvement.

5. Agreement on the version and build of the TransCad software for development of the travel demand model

**Task 2 Deliverables**
1. Draft and final scope of work
2. Participate in the MDT meetings, up to three
3. Prepare meeting materials, agendas, action item lists, and summaries

**Task 3 Deliverables**
1. Socioeconomic data by TAZ that includes:
   a. Households by size and income
   b. Employment by six (6) categories - basic, retail, service, health, leisure, and education
2. Calibrated, fully functioning model and/or methodology
3. Technical (developer) documentation
4. User guide
5. Summary for public (website version)
6. Training for NFRMPO staff
7. Land Use scenario manager for technique or process developed
8. Electronic copies of all documents, models and data in a software that can be used by the NFRMPO. This software can be ArcGIS, Microsoft Office products, CommunityViz, or TransCad.

**Task 4 Deliverables**
1. Calibrated, fully functioning four step travel demand model
   a. Updated Roadway Network Line Layers and data characteristics
   b. Updated Transit Route Systems, nodes, and access links
   c. Updated Traffic Analysis Zone Layer, centroids and centroid connectors as needed
2. Technical (developer) documentation
3. User guide
4. Summary for public (website version)
5. Training for NFRMPO staff

6. Integrated Scenario Manager for model runs and reports

7. Complete base year model dataset that allows NFRMPO staff to run the model for the necessary applications

**EVALUATION & AWARD PROCEDURES:**

The NFRMPO will select the Consultant and then enter into a Professional Services contract to provide the services described herein and included in the consultant proposed scope of work. A NFRMPO Review Team, consisting of MPO staff, CDOT staff, two representatives from the region (one each from Weld and Larimer Counties), and a transit operator, will rank the proposals based on the NFRMPOs’ procedures for the review of professional firms. The highest-ranked firms or teams may be invited to make formal oral presentations to the NFRMPO review team. The NFRMPO reserves the right to hire a consultant without holding interviews.

If interviews are conducted, the proposers are expected to prepare detailed presentations on the scope of work, their expertise, and any innovative recommendations they propose. Additional services may be sought at a later time through subsequent work orders as the needs are realized and scopes of work are developed.
Proposal Evaluation and Award Criteria

Any award shall be based on the best overall proposal with points awarded based on the following criteria and points system. Proposals receiving a score of 60 or below may not be considered by the Review Team for interview. If none of the Proposals reach the 60 point threshold, the Review Team reserves the right to either select the consulting firm with the highest point total or select not to award the contract.

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Criteria A, through E represent the first phase in Consultant selection. Each member of the Review Team will evaluate these criteria individually. The scores will be submitted to the project manager prior to the decision of whether interviews are required and an average of the Review Team scores will be used to calculate the points for each criterion. The Review Team may request interviews with as many as three of the highest scoring Consultants; award based on scores to date or terminate the process and not continue to phase two in Consultant selection.

If interviews are held, ranking will take place following the interviews. Each committee member will award points for a Consultant’s interview following all interviews.
The project manager will add up points from each of the selection phases used and review the results with the Review Team. The Review Team will then vote to either enter negotiations with the selected firm or not award the contact.
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____day of ______________, by and between THE NORTH FRONT RANGE TRANSPORTATION AND AIR QUALITY PLANNING COUNCIL (the "NFRMPO") and ____________________ ("Contractor").

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. **Scope of Work.** Contractor shall perform the Land Use and Travel Demand Model, as described in Exhibit A, Scope of Work. The scope of work to be performed pursuant to this Agreement shall be performed in accordance with the Scope of Work, and incorporated herein by this reference. The NFRMPO reserves the right to independently bid any project rather than issuing a Work Order to the Contractor for the same pursuant to this Agreement.

2. **Time.** The services to be performed pursuant to this Agreement shall be initiated as specified for this task. Time is of the essence. Any extensions of time limit must be agreed upon in writing by the parties hereto prior to the end date of the contract.

3. **Term.** This Agreement shall commence upon executed contract date and shall be completed within one year of the fully executed contract, unless terminated sooner as herein provided. Pricing changes shall be negotiated by and agreed to in writing by both parties.

4. **Default.** Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this agreement, such party may be declared in default, and this Agreement may be terminated.

5. **Early Termination by NFRMPO.** Notwithstanding the time periods contained herein, the NFRMPO may terminate this Agreement at any time for the NFRMPO's convenience or because of the failure of Contractor to fulfill the contract obligations. The NFRMPO shall terminate by providing at least fifteen (15) days prior written notice of termination by delivering to Contractor a notice of termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the NFRMPO all data, drawings, specifications, reports, estimates, summaries, database, code, and other information and materials accumulated in performing this contract, whether completed or in process. If the termination is for convenience, the NFRMPO shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of Contractor to fulfill the contract obligations, the NFRMPO may complete the work and Contractor shall be liable for any additional cost incurred by the NFRMPO. If, after termination for failure to fulfill contract obligations, it is determined that Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the NFRMPO.

6. **Opportunity to Cure.** In the case of a breach or default, the NFRMPO may, in its sole discretion, allow Contractor a period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to the NFRMPO's satisfaction the breach or default or any of the terms, covenants, or conditions of this Agreement within ten (10) days after receipt by Contractor of written notice from the NFRMPO setting forth the nature of said breach or default, the NFRMPO may terminate the Agreement without any further obligation to Contractor and seek damages, may treat the Agreement as continuing and require specific performance, or may avail itself of any other remedy at law or equity. If the NFRMPO commences legal or equitable actions against Contractor, Contractor shall be liable to the NFRMPO for the NFRMPO's reasonable attorney fees and costs incurred because of the default. Any such termination for default shall not in any way operate to preclude the NFRMPO from also pursuing all available remedies against Contractor and its sureties for said breach or default.

7. **Waiver of Remedies for any Breach.** If the NFRMPO elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by the NFRMPO shall not limit the NFRMPO's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
8. **Responsibility.** Contractor shall be responsible for the Contractor quality, technical accuracy, timely completion and the coordination of all services rendered by the Contractor, including but not limited to designs, plans, reports, specifications, database, processes, and drawings and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies.

9. **Indemnification.** Contractor shall indemnify, hold harmless and defend the NFRMPO and its representatives, officers, employees, agents, and contractors from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney fees, arising from or in any way connected with injury to or the death of any person or physical damage to any property resulting from any act, omission, condition, or other matter related to this Agreement.

10. **Insurance.** Contractor shall maintain commercial general liability insurance in the amount of $500,000 combined single limits, and errors and omissions insurance in the amount of $1,000,000 as referenced in Exhibit B.

11. **Compensation.** In consideration of the services to be performed pursuant to this Agreement, the NFRMPO agrees to pay Contractor on percentage of Task Completed basis designated in Exhibit C, Compensation, attached hereto and incorporated herein by this reference. Monthly invoices are required and will include a description of service performed including task(s) completed and products delivered, along with number of hours and stated rates per hour. Supporting documentation shall also be submitted for any reimbursable direct costs including that of the subcontractor(s). The amounts of all such billings shall be based upon the Contractor's NFRMPO-verified progress in completing the services to be performed pursuant to the Scope of Services on each Task and upon approval of the Contractor's direct reimbursable expenses. Final payment shall be made following acceptance of the work and delivery of all products to the NFRMPO.

12. **Records and Reports.** Contractor agrees in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the NFRMPO, 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 Agreement for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor shall maintain all books, records, and other documentation necessary to completely substantiate all costs incurred and billed to the NFRMPO during the term of this Agreement for a period of no less than three (3) years after the date of termination or expiration of this agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until the NFRMPO, the FTA Administrator, the Comptroller General, or any of their duly authorized representative, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Reference 49 C.F.R. 18.39(i)(11). These records shall be made available for inspection and audit to any state or federal authority authorized to inspect such records and copies thereof shall be furnished at the expense of Contractor, if so requested.

13. **Ownership of Work Product.** Upon final payment, all designs, plans, reports, specifications, drawings, database, processes and other services rendered by Contractor shall become the sole property of the NFRMPO, which shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use and authorize others to use all such materials for authorized government purposes. Other entities that may reproduce, publish, or otherwise use the designs, plans, reports, specifications, drawings, and other services rendered by Contractor include but are not limited to the Colorado Department of Transportation ("CDOT"), the Federal Transportation Administration ("FTA"), the Federal Highway Administration ("FHWA"), and Local Member Governments.

14. **NFRMPO Representative.** The NFRMPO shall designate, prior to commencement of work, its project manager who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the project. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the NFRMPO Representative.

15. **Project Documents.** Upon conclusion of the project and before final payment, the Contractor shall provide the NFRMPO with reproducible documents of the project containing accurate information on the project as designed. Documents shall be of archival quality, and also available in an electronic format, as referenced by the Exhibits incorporated within this document.
16. Monthly Report. Commencing at the end of the calendar month following the date of execution of this Agreement and every calendar month end thereafter until project completion, Contractor shall provide the NFRMPO with a written report of the status of the work. Failure to provide any required monthly report may, at the option of the NFRMPO, suspend the processing of any partial payment request.

17. Independent Contractor. The services to be performed by Contractor are those of an independent contractor and not of an employee of the NFRMPO. The NFRMPO shall not be responsible for withholding any portion of Contractor's compensation hereunder for the payment of FICA, Workers' Compensation, other taxes or benefits or for any other purpose.

18. Personal Services. It is understood that the NFRMPO enters into this Agreement based on the special abilities of Contractor and that this Agreement shall be considered as an agreement for personal services. Accordingly, Contractor shall neither assign any responsibilities nor delegate any duties, nor create any subcontracts arising under this Agreement without the prior written consent of the NFRMPO.

19. Conflict of Interests and Prohibited Interests. The NFRMPO and Contractor represent that neither has any interests and shall not acquire any interests, directly or indirectly, that would conflict in any manner or degree with the performance and services required to be performed under this Agreement. The NFRMPO and Contractor further represent that no member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom. In addition no employee, officer, or agent of the NFRMPO shall participate in selection or in the award or administration of this Agreement if a conflict of interest, real or apparent, would be involved. Such conflict would arise when the employee, officer or agent; any member of his immediate family; his or her partner; or an organization which employs, or is about to employ any of the foregoing, has a financial or other interest in the firm selected for award. The NFRMPO's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties of subagreements.

20. No Waiver. The NFRMPO's approval of drawings, designs, plans, specifications, reports, database, processes, and incidental work or materials furnished hereunder shall not in any way relieve the Contractor of responsibility for the quality or technical accuracy of the work. The NFRMPO's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the NFRMPO under this Agreement.

21. No Government Obligation to Third Parties. The NFRMPO 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 Agreement and shall not be subject to any obligations or liabilities to the NFRMPO, Contractor, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement.

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

22. Notices. All notices provided under this Agreement shall be effective when mailed, postage prepaid and sent to the following addresses:

<table>
<thead>
<tr>
<th>Contractor:</th>
<th>NFRMPO: THE NFRT &amp; AQPC</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Attn: Suzette Mallette</td>
</tr>
<tr>
<td></td>
<td>419 Canyon Avenue</td>
</tr>
<tr>
<td></td>
<td>Suite 300</td>
</tr>
<tr>
<td></td>
<td>Fort Collins, CO 80521</td>
</tr>
</tbody>
</table>

23. Incorporation of FTA Terms. This Agreement includes certain Standard Terms and Conditions required by the Federal Department of Transportation ("DOT") and other federal and state authorities, whether or not
expressly set forth in this Agreement.  All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, 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.  Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of the NFRMPO requests, which would cause the NFRMPO to be in violation of the FTA terms and conditions.

24. **Grant Assurances and Federal Requirements.** This Agreement involves the expenditure of federal funds, which requires the NFRMPO and Contractor at all times during the execution of this Agreement to adhere to and comply with all applicable federal laws and regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this Agreement.  A non-exhaustive list of federal laws and regulations that may be applicable is included below.  By signing this Agreement, Contractor affirms that it is his or her responsibility to be aware of the requirements that may be imposed by the following federal laws and regulations, and others not listed, that he or she is aware of any such requirements, and that he or she will comply with all applicable laws and regulations, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor’s failure to so comply shall constitute a material breach of the Agreement.

(a) Laws and regulations prohibiting false claims and statements from being made to the federal government, 31 U.S.C. § 3801, et seq., 49 C.F.R. Part 31, and 18 U.S.C. § 1001; 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.

(b) 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.

(c) 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.

(d.) Federal privacy law, 5 U.S.C.A. § 552;

25. **Civil Rights.** Nondiscrimination and equal employment opportunity laws in accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C § 2000d; § 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C § 6102; § 202 of the Americans with Disabilities Act of 1990, 42 U.S.C § 12132 (“ADA”); 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.

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

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.

(2) 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.

(3) 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.

(b) 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.

c ) Mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C.A. § 6201.

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

26. Disadvantaged Business Enterprise (DBE). This Agreement 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 NFRMPO has an overall DBE/SBE goal of 0.03%; however, there is no specific goal for this project.

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

(b) The successful Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(c ) 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 NFRMPO.

(d) The contractor must promptly notify the NFRMPO 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 NFRMPO.

27. **Government-Wide Debarment and Suspension.** This Agreement 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.

   (a) 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.

   (b) By signing and submitting its bid or proposal, the Contractor certifies as follows: The certification in this clause is a material representation of fact relied upon by NFRMPO. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to NFRMPO, 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.

28. **Binding Effect.** This Agreement, together with the exhibits hereto, constitutes the entire agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.

29. **Governing Law.** The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement.

30. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

31. **Prohibition Against Employing Illegal Aliens.** This paragraph shall apply to all Contractors whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Contractor represents and agrees that:

   (a) As of the date of this Agreement:

   1. Contractor does not knowingly employ or contract with an illegal alien; and
   2. Contractor has participated or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the “Basic Pilot Program”) in order to confirm the employment eligibility of all newly hired employees.

   (b) Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or knowingly enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Agreement.

   (c) Contractor shall continue to apply to participate in the Basic Pilot Program and shall in writing verify same every three (3) calendar months thereafter, until Contractor is accepted or the public contract for services has been completed, whichever is earlier. The requirements of this section shall not be required or effective if the Basic Pilot Program is discontinued.

   (d) Contractor is prohibited from using Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

   (e) If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

   1. Notify such subcontractor and the NFRMPO within three days that Contractor has
actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(f) Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the “Department”) made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

(g) If Contractor violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the NFRMPO may terminate this Agreement. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the NFRMPO arising out of Contractor’s violation of Subsection 8-17.5-102, C.R.S.

(h) The NFRMPO will notify the Office of the Secretary of State if Contractor violates this provision of this Agreement and the NFRMPO terminates the Agreement for such breach.


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

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.

34. Clean Water Requirements. 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 NFRMPO and understands and agrees the NFRMPO will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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.

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

36. Recycled Products. 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.

37. Special Provisions. Special provisions or conditions relating to federal patent law and rights in data that are applicable to this Agreement are set forth in Exhibit D, attached hereto and incorporated herein by this reference.
EXHIBIT B

INSURANCE REQUIREMENTS

1. The Service Provider will provide, from insurance companies acceptable to the NFRMPO, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this proposal, the Service Provider shall furnish the NFRMPO with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of polices, and containing substantially the following statement*

   * "The insurance evidenced by the Certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the NFRMPO."

   In case of the breach of any provision of the Insurance Requirements, the NFRMPO, at its option, may take out and maintain, at the expense of the Service Provider, such insurance as the NFRMPO may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Service Provider under this Agreement. The NFRMPO, its officers, agents and employees shall be named as additional insureds on the Service Provider’s general liability and automobile liability insurance polices for any claims arising out of work performed under this Agreement.

2. Insurance coverages shall be as follows:

   A. Worker’s Compensation & Employer’s Liability. The Service Provider shall maintain during the life of this Agreement for all of the Service Provider’s employees engaged in work performed under this agreement:

      1. Worker’s Compensation Insurance with statutory limits as required by Colorado law.

      2. Employer’s Liability insurance with limits of $100,000 per accident, $500,000 disease aggregate, and $100,000 disease each employee.

   B. Commercial General & Vehicle Liability. The Service Provider shall maintain during the life of this Agreement such commercial general liability and automobile liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a “broad form” basis. The amount of insurance for each coverage, Commercial General and Vehicle, shall not be less than $500,000 combined single limits for bodily injury and property damage.

      In the event any work is performed by a subcontractor, the Service Provider shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor’s insurance.
EXHIBIT C

COMPENSATION RATES
EXHIBIT D

Federal Patent and Rights in Data
37 C.F.R. Part 401, 49 C.F.R. Parts 18 and 19

The FTA patent clause is substantially similar to the text of 49 C.F.R. Part 19, Appendix A, § 5, but the rights in data clause reflect FTA objectives. For patent rights, FTA is governed by Federal law and regulation. For data rights, the text on copyrights is insufficient to meet FTA's purposes for awarding research grants. This model clause, with larger rights, as a standard, is proposed with the understanding that this standard could be modified to FTA's needs.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data.

1. The term "subject data" means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

   a. Except for its own internal use, Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

   b. In accordance with 49 C.F.R. 18.34 and 49 C.F.R. 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

      1. Any subject data developed under this Agreement, whether or not a copyright has been obtained; and

      2. Any rights of copyright purchased by Contractor using Federal assistance in whole or in part provided by FTA.

   a. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, Contractor performing experimental, developmental, or research work required by this Agreement agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c),
however, does not apply to adaptations of automatic data processing equipment or programs for Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(b) Unless prohibited by state law, upon request by the Federal Government, the NFRMPO and Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the NFRMPO or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the NFRMPO nor Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(c) Nothing contained herein shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(d) Data developed by Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that Contractor identifies that data in writing at the time of delivery of the contract work.

(e) Unless FTA determines otherwise, Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the NFRMPO and Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights:

(1) If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, Contractor agrees to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), Contractor agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) Contractor agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
I, __________________, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

___ I am a United States citizen, or

___ I am a Permanent Resident of the United States, or

___ I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

___________________________    _______________
Signature       Date

INTERNAL USE ONLY

Valid forms of identification

☐ ---current Colorado driver’s license, minor driver’s license, probationary driver’s license, commercial driver’s license, restricted driver’s license, instruction permit
☐ ---current Colorado identification card
☐ ---U.S. military card or dependent identification card
☐ ---U.S. coast guard merchant mariner card
☐ ---Native American tribal document

The following forms of identification may be accepted through February 28, 2007*

☐ ---original birth certificate from any state of the United States
☐ ---certificate verifying naturalized status by U.S. with photo and raised seal
☐ ---certificate verifying U.S. citizenship by U.S. government, e.g., U.S. passport
☐ ---order of adoption by a U.S. court with seal of certification
☐ ---valid driver’s license from any state of the U.S. or the Dist. of Columbia excluding AK, HI, IL, MD, MI, NE, NM, NC, OR, TN, TX, UT, VT and WI
☐ ---valid immigration documents demonstrating lawful presence, e.g., current foreign passport with current I-551 stamp or visa, current foreign passport with I-94, I-94 with asylum status, unexpired Resident Alien card, Permanent Resident card or Employment Authorization card

*A waiver may be available where no identification exists or can be obtained due to a medical condition, homelessness, or insufficient documentation to receive a Colorado I.D. or driver’s license.