

RTD – DRCOG §5307 Planning Grant  
FTA Grant (FAIN)# CO-2017-030  
CFDA #: 20-507  
**Federal Award Date 03/16/2017**

MAP-21 §20005(b) FTA Pilot Program for TOD Planning Grant  
FAIN: CO-2017-007  
CFDA: 20-500  
**Federal Award Date: 09/20/2017**

Subrecipient DUNS: 800412533  
RTD P.R.: [ ]  
RTD P.O.: [ ]

### INTERGOVERNMENTAL AGREEMENT

by and between

REGIONAL TRANSPORTATION DISTRICT  
1660 Blake Street  
Denver, Colorado 80202

and

City and County of Denver  
1437 Bannock Street  
Denver, Colorado 80202

This Intergovernmental Agreement (**IGA**) made between the Regional Transportation District (**RTD**), a political subdivision of the State of Colorado, and the City and County of Denver (**City or Subrecipient and together, the Parties**), to provide pass-through of Federal funding assistance for Subrecipients' Colfax Urban Center Neighborhood Plan (**STAMP Plan**) and the Colfax Corridor Connections TOD Implementation Plan (**TOD Plan**) (together, the **Plans**).

### RECITALS

#### **WHEREAS:**

1. The context for this IGA is established in the Denver Regional Council of Governments (**DRCOG**) Federal Fiscal Years 2016-2017 Station Area / Urban Center Studies Eligibility & Evaluation Criteria, the Federal Transit Administration's (**FTA**) Solicitation of Project Proposal for the Pilot Program for Transit-Oriented Development Planning for Federal Fiscal Year 2016, and in the RTD Transit-Oriented Development Policy dated September 21, 2010.
2. The U.S. Department of Transportation (**US DOT**) provides funding through federal grants to assist states and local governmental authorities in financing capital and planning projects, job access and reverse commute projects, associated transit improvements, transit-oriented development

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planning and certain operating costs under 49 U.S.C. §5307 (**Section 5307**). See generally, FTA Circular 9030.1 E (effective 1/16/14).

3. The USDOT also provides funding through federal grants to local communities to integrate land use and transportation planning with a transit capital investment that is seeking or recently received funding through the Capital Investment Grant Program under the Pilot Program for TOD, Section 20005(b) of the Moving Ahead for Progress in the 21st Century Act (MAP-21) as amended by the Fixing America's Surface Transportation (FAST) Act (**Section 20005(b)**). See generally, FTA Circular 8100.1c (effective 11/1/08).
4. RTD is a designated recipient of Section 5307 and Section 20005(b) funds from the FTA and may pass through subgrants of those Section 5307 and Section 20005(b) funds to eligible subrecipients. DRCOG managed the competitive process for the solicitation, selection and award of Section 5307 funds to eligible subrecipients through RTD. The City applied through DRCOG for and, subsequently, agreed to receive Section 5307 funds for federal fiscal year 2016-2017 to provide Section 5307 eligible services pursuant to this IGA. The STAMP Plan is an eligible project under Section 5307 and FTA Circular 9030.1E. The City applied for Section 20005(b) funds through RTD and, subsequently, agreed to receive Section 20005(b) for federal fiscal year 2016 to provide Section 20005(b) eligible services pursuant to this IGA. The TOD Plan is an eligible project under Section 20005(b) and FTA Circular 8100.1C.
5. As the Designated Recipient for DOT funds, RTD is responsible for submitting a grant application to the FTA, contracting with eligible subrecipients for projects selected by DRCOG and the FTA to receive funds through competitive selection processes, and ensuring that subrecipients comply with FTA requirements as a condition for receipt of DOT funds through oversight and monitoring of subrecipients.
6. RTD and the City therefore desire to enter into this IGA to allow RTD to pass through Section 5307 and Section 20005(b) funding to the City as a subrecipient, and for the City to use such funding in full and complete compliance with all federal requirements and the provisions of this IGA, and with full, timely and accurate accounting and reporting by the City of such use.

#### **SUBAWARD AGREEMENT**

**NOW, THEREFORE, it is hereby agreed as follows:**

7. **RECITALS/EXHIBITS.**

The Recitals set forth above and all exhibits attached hereto are incorporated herein by this reference.

8. **SUBRECIPIENT STATUS.**

- a. **Acknowledgement of Status.** The City, as a subrecipient of Section 5307 and Section 20005(b) funds, understands, acknowledges and expressly agrees that it must comply with all applicable Federal laws, regulations and requirements as set forth in this IGA, the FTA Master Agreement MA(23), and with any subsequent modification or amendments to applicable

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Federal laws, regulations and requirements as more fully set forth in Section 16 herein. Any violation of a Federal requirement by the City may result in an enforcement action, termination of this IGA, disallowance of funding or other appropriate measures.

9. **PLAN.**

- a. **General.** The City shall use the Federal funds to undertake and complete the work described in the scope of work for the Plans attached hereto as **Exhibit A (Scope of Work)**. The funds to be provided under this IGA shall only be used by the City for the completion of the Plans as described in Exhibit A. No changes to the Scope of Work shall be made without prior written agreement between the Parties with approval from DRCOG and, if required, the FTA.
- b. **Description of Plan.** The Plans' Scope of Work shall include a description of the Plans' location, a detailed project description, a specific description of the Plan's budget (line items), an independent cost estimate (ICE) and a schedule.

10. **FUNDING.**

- a. Federal funding for the development of the STAMP Plan shall be provided through a Congestion Mitigation and Air Quality (CMAQ) Section 5307 grant from the Federal Highway Administration (FHWA) through the FTA and administered by RTD (STAMP Grant). The City shall use the funds solely for eligible purposes defined under Section 5307 and FTA Circular 9030.1E, as they may be amended, promulgated or updated from time to time during the term of this IGA.
- b. Federal funding for the development of the TOD Plan shall be provided under the FTA's Pilot Program for Transit-Oriented Development Planning administered by RTD (TOD Grant). The City shall use the funds solely for eligible purposes defined under Section 20005(b) and FTA Circular 8010.1C, as they may be amended, promulgated or updated from time to time during the term of this IGA.
- c. **Financial Capacity.** The City agrees to provide the local match in an amount equal to or greater than twenty percent (20%) of the project budgets for the Plans. The City represents and warrants that it has the financial capacity to meet this obligation and will provide evidence of such capacity to RTD.
- d. **STAMP Grant Amount.** The STAMP Grant CO-2017-030 will fund eligible costs for the development and implementation of the STAMP Plan. It is anticipated that the STAMP Grant available to RTD for the STAMP Plan will be Sixty-Two Thousand Five Hundred Dollars (\$62,500.00) (the "STAMP Grant Amount"). The STAMP Grant Amount represents the total amount of federal funding provided under this IGA to partially fund the Plans (\$50,000.00) and the amount for which the City is responsible (\$12,500.00). The City is also responsible for providing all remaining funds above the STAMP Grant Amount necessary to fund the STAMP Plan.
- e. **TOD Grant Amount.** The TOD Grant CO-2017-007 will fund eligible costs for the development and implementation of the TOD Plan. It is anticipated that the TOD Grant available to RTD for

the TOD Plan will be One Million, Eight Hundred Thousand Dollars (\$1,800,000.00) (the "TOD Grant Amount"). The TOD Grant Amount represents the total amount of federal funding provided under this IGA to partially fund the Plans (\$1,350,000.00) and the amount for which the City is responsible (\$450,000.00). The City is also responsible for providing all remaining funds above the TOD Grant Amount necessary to fund the TOD Plan.

- f. **Notice to Proceed/Completion.** The City may commence work on the Plans upon receipt of a notice to proceed (NTP) from RTD. All Plan work must be completed within one year from the date of the NTP unless approved in writing in advance by RTD.
- g. **Overruns.** In no event shall RTD be responsible for reimbursement of funds for the Plans in any amount greater than the federally funded portions of the grant amounts. If the amount of grant funds received by RTD is less than the either the STAMP Grant Amount or the TOD Grant Amount, respectively, or the cost of the Plans exceeds the grant amounts, the City may, at its discretion:
  - (i) pay additional local match funds;
  - (ii) reduce the scope of work for the development of the Plans with prior written approval from RTD and DRCOG; or
  - (iii) request to terminate either or both of the Plans and this IGA as set forth below in Section 15 herein.

Unless the City determines to expend additional funds for the development of the Plans, the City shall contribute Twelve Thousand Five Hundred Dollars (\$12,500.00) in cash as local match funds for the STAMP Plan and Four Hundred Fifty Thousand Dollars (\$450,000.00) in cash as local match funds for the TOD Plan. All local match funds must be provided from sources other than federal Department of Transportation (DOT) funds.

Any additional funds required for the development of the Plans over and above the grant funds received by RTD from the FTA together with the City's committed local match funds shall be the responsibility of the City. The City is not required to notify RTD of the availability of overmatch funding.

h. **STAMP Plan Funding Summary:**

Funding Source	Amount
Federal Share (80%)	\$50,000.00
Local Match (20%)	\$12,500.00
Total Plan Budget	\$62,500.00

i. **TOD Plan Funding Summary:**

Funding Source	Amount
Federal Share (75%)	\$1,350,000.00
Local Match (25%)	\$450,000.00
Total Plan Budget	\$1,800,000.00

- j. Limited Award. This is a one-time award of Federal funds by RTD to the City and does not imply or obligate RTD to any future funding commitment.
- k. No RTD Obligation. RTD is not responsible to provide any funding to substitute for grant funds in the event either grant is withdrawn, disallowed or otherwise not funded.
- l. Administrative Fee. The Parties acknowledge that RTD has elected not to charge an administrative fee to partially recover RTD's costs of administering the grants.
- m. No Research and Development. The Parties acknowledge that this award does not include research or development.
- n. No Indirect Costs. All costs charged to the Plans shall be identified by the City and the City shall not charge indirect costs for work performed on the Plans.

## **11. THIRD PARTY PARTICIPANT AGREEMENTS**

- a. Flow Down of Provisions to Contractors. City may issue requests for proposals (RFP) to engage one or more subgrantees, subcontractors, or other third parties as defined in the FTA Master Agreement MA (23) (hereafter known as "Third Party Participants") to perform work as part of the Plans. The City understands, acknowledges and agrees that it is the responsibility of the City to ensure that each such contract with a Third Party Participant shall comply with all applicable Federal requirements as described in Section 7(a) of this IGA in order to be eligible for reimbursement of amounts paid under such a contract. The City shall manage the performance of all Third Party Participants and the fulfillment of all Federal requirements by those Third Party Participants which are more fully described in Section 16 herein and guidance provided by FTA Circular 4220.1F, Third Party Contracting Guidance.

In the event that a Third Party Participant contracts with a subcontractor to perform work under this IGA, the City is responsible for ensuring that any such subcontract shall comply with all the terms of this IGA and all applicable federal statutes and requirements referenced herein. Each subcontract entered into between a Third Party Participant and a subcontractor shall include the following provision or a substantially similar version thereof:

**"RTD/Denver Intergovernmental Agreement (IGA) Terms and Conditions Binding on Subcontractors:** Subcontractor has received and reviewed a copy of the IGA, including its attached FTA Terms and Conditions and the Federal Certifications and Assurances applicable to the IGA, and finds the terms and conditions stated therein to be acceptable. Subcontractor agrees to be bound to the City of Denver for all those obligations under the IGA as the Contractor is bound to the City of Denver under the IGA. All terms and provisions in the IGA, the FTA Terms and Conditions and the Federal Certifications and Assurances that are applicable to the Subcontractor and the work are incorporated by reference, in their entirety, herein. Should there be a conflict between the IGA and this contract, the terms of the IGA shall control. Subcontractor agrees to cooperate with RTD and the City of Denver in providing any information requested by RTD or City of Denver for grant reporting purposes."

- b. **Requests for Proposals.** Prior to issuance of any RFP for work to be performed under the Plans by a Third Party Participant, the City shall provide RTD the draft RFP and form of Third Party Participant's contract prior to issuance and award, and RTD shall advise the City of changes necessary to comply with the grant or other RTD requirements, including but not limited to required contract clauses for federally assisted subcontracts and third party contracts, in this IGA, including **Exhibit B.** Compliance by the City, a Third Party Participant and any other contractors and subcontractors with RTD required contract clauses for federally assisted subcontracts and third party subcontracts, and other requested changes by RTD, shall be a condition of receipt of grant funding through RTD for the development of the Plans. RTD may take up to ten (10) business days to review prospective documents for compliance. Once RTD has reviewed and approved prospective Third Party Participants' compliance with requirements, the City may select a Third Party Participant and begin contract negotiations.
- c. Prior to the execution of a contract between the City and a Third Party Participant, the Third Party Participant shall complete and submit all required forms found in **Exhibits C, D, E and F** to the City, and the City shall timely submit those completed forms to RTD. The City and Third Party Participant shall be the parties to the contract; and the City, as the contracting agency, shall have authority for administration of the Third Party Participant's contract. RTD will not directly contact the Third Party Participant, except as set forth in Section 12.i. below. RTD may require ten (10) business days to review these submittals. Under no circumstance shall a Third Party Participant begin work without an executed contract. Work performed without a compliant, executed contract, with all completed forms having previously been submitted to RTD, will not be eligible for compensation by grant funds.
- d. **Copies to RTD.** Upon execution of the contract between the City and the Third Party Participant, the City shall provide a copy of the contract to RTD Planning and the RTD Small Business Office (RTD SBO). The City and Third Party Participant shall be the parties to the contract; and the City, as the contracting agency, shall have authority for administration of the Third Party Participant's contract. The City shall also provide RTD copies of any Third Party Participant subcontracts for performance of Plan work to ensure proper flow down of Grant provisions.
- e. **Review.** The City shall manage all work performed by any Third Party Participant for the development of the Plans. RTD shall have the opportunity to review and comment upon all documents, drawings, proposals, exhibits, etc., produced by the Third Party Participant as part of the Plans, including preliminary drafts. RTD may withhold payment of the last ten percent (10%) of the grant funding until it has had an opportunity to provide comments on the final draft of the Plan. Any property or information provided by RTD for the Plans remains the property of RTD and shall be returned to RTD upon completion of the development of the Plans. RTD shall be entitled to receive electronic copies of all reports, drawings, data, and other material produced or collected in electronic format by the Third Party Participant at no additional cost to RTD.
- f. **Meetings.** RTD shall have the right to attend and shall receive notice of all formal meetings with a Third Party Participant no less than forty-eight (48) hours in advance. RTD shall not give direction to a Third Party Participant but shall submit all comments on a Third Party Participant's work to the City.



**12. CIVIL RIGHTS SMALL BUSINESS OFFICE.**

- a. It shall be the responsibility of the Parties to ensure that the compliance and implementation of Disadvantaged Business Enterprise (DBE) requirements are in accordance with 49 CFR Part 26 and RTD's FTA approved DBE Plan and Program. RTD shall be responsible for administering its own DBE program to set and monitor compliance with the goals on this project.
- b. RTD SBO has established a DBE goal of **twenty percent (20%)** of the total STAMP Grant Amount and the TOD Grant Amount for this Plan. City shall use this goal in evaluating, awarding and administering any Third Party Participant contracts.
- c. It shall be the responsibility of City to provide a DBE Liaison (**DBE Liaison**) for the RTD SBO. The DBE Liaison will be responsible for contact information, submittals, invoicing/payment information, federal reporting information and interfacing with the RTD SBO to address various issues or concerns related to compliance with the DBE program requirements.
- d. It shall be the responsibility of City to provide RTD SBO with a copy of all proposals received in response to the Request for Proposals at least ten (10) business days in advance of selection of the successful Third Party Participant as part of the DBE requirements.
- e. It shall be the responsibility of the City to include the RTD Civil Rights/EEO/DBE Contract Requirements, **Exhibit C**, in any RFP and in all executed contracts for Third Party Participant services. Persons submitting proposals must complete and submit all necessary forms for the City to return to RTD SBO. All forms from the DBE Contract Requirements, Exhibit C, must be submitted to RTD SBO prior to execution of the Third Party Participant contract in compliance with RTD's DBE Plan and Program. Failure to submit completed forms may result in a proposer being deemed non-responsive. The prime Third Party Participant, as selected by the City, must provide documented proof of good faith efforts using the RTD SBO documentation process should it be unable to meet the DBE goal.
- f. It shall be the responsibility of the City's DBE Liaison, as named by the City, to obtain RTD SBO's review of all amendments and change orders to any DBE-related contracts prior to their execution.
- g. The City shall require the selected DBE Third Party Participants to submit both to the City's Liaison and to RTD SBO a copy of all DBE subcontracts and/or purchase orders within thirty (30) days of the Notice to Proceed. Under no circumstances shall a DBE Third Party Participant, as designated by the City, begin work without an executed subcontract or purchase order.
- h. No DBE Third Party Participant shall be replaced, removed, substituted or terminated without good cause as set forth in 49 CFR Part 26.53 (f) and pre-approval by RTD SBO. This includes reductions to scopes of services and/or subcontract values.
- i. RTD SBO will directly contact a Third Party Participant and sub-consultants for compliance monitoring, reviews and/or auditing purposes. The City shall require Third Party Participants to cooperate in such RTD SBO contacts.



- j. The City shall withhold payment from a DBE Third Party Participant for non-compliance with the DBE Program requirements and the provisions of this section as directed by RTD SBO.

**13. REPORTING/AUDITS.**

- a. RTD shall be responsible for all grant reporting for the development of the Plans to the FTA. The City shall cooperate with RTD in providing information required by RTD for grant reporting and shall also require its Third Party Participants to provide such cooperation with RTD.
- b. If applicable, the City shall be responsible for providing data to support the calculation of air quality benefits derived from the Plan which is required as part of the federal CMAQ process. The methodology for the data collection on the air quality benefits will be provided by RTD in advance of the reporting deadline to allow the City to prepare the data for submission.
- c. As of the Effective Date, the City shall submit to RTD monthly reports of progress made on the Plans *regardless of whether any work has actually been performed during that month*, consistent with and in reference to the Plan's Scope of Work (**Progress Report**). The monthly Progress Report shall include:
- A cover sheet to accompany the Progress Report which includes RTD's assigned purchase order number for this Grant;
  - A summary of work completed with specific references to the Grant's Scope of Work;
  - A summary of issues that may delay or impact the Grant's schedule of deliverables; and
  - A revised date of completion of the Plan, if applicable.

A template Progress Report is included as **Exhibit D**.

- d. RTD may withhold reimbursements until all required reporting is submitted. In the event Progress Reports are untimely or incomplete, payments may be delayed and certain amounts may be excluded or disallowed if rendered ineligible as a result. Delinquent or incomplete reporting may be reported to DRCOG.
- e. **Audits.** RTD, FHWA, FTA, or any auditor or contractor acting on their behalf shall have the right to audit the City's books and records and the books and records of the Third Party Participant(s) performing the work for the Plans, and the contracts awarded for the Plans shall provide that RTD, FHWA and/or FTA shall have the right to audit the Third Party Participants and all of Third Party Participant's subcontractors' books and records as they pertain to the development of the Plans for a period of three (3) years from the date of completion of the Third Party Participant's work on the Plans. The City agrees that grant closeout does not alter the reporting and record retention requirements of this Section.
- f. **Project Closeout.** Completion of the Plans occurs when FTA notifies RTD that FTA has closed the grants. The City agrees that grant closeout by FTA does not invalidate any continuing requirements imposed by this or any other agreement, or any unmet requirements.



14. **INVOICING.**

- a. **Monthly Invoices.** With each monthly Progress Report, if costs or expenses are incurred during that period, the City must submit invoices to RTD for verified, eligible costs and expenses consistent with the Scope of Work up to a maximum amount of the grant amount (if the grant is in the amounts as anticipated; otherwise up to the actual grant amount). **The invoice shall be in a form approved by RTD and include the RTD purchase order number specifically assigned to this IGA.** Such invoices shall only be for verified, eligible expenses consistent with the grant awards. Invoices shall include any Third Party Participant's invoice and other available background information regarding the work being invoiced. RTD shall reimburse the City only for actual Third Party Participant work and other eligible expenses detailed in the Scope of Work. The City agrees to attach to the invoice all receipts and proofs of payments for expenditures and support all costs charged to the Plans, including any Third Party Participant work, with properly executed payroll records, time records, invoices, contracts and other documentation required to demonstrate eligibility.

Submit invoices to:

Regional Transportation District

Attn: Accounts Payable

1660 Blake Street DO-M3

Denver, CO 80202

Or to: [AP.Department@RTD-Denver.com](mailto:AP.Department@RTD-Denver.com)

With a copy to: [John.Hersey@rtd-Denver.com](mailto:John.Hersey@rtd-Denver.com)

- b. **No Staff Time.** No City internal staff time shall be included any reimbursable expense as part of the Plans, other than as set forth for the three staff members as provided in the Statement of Work who will bill directly to the Plans and provide monthly timesheets to RTD.
- c. **Payment by RTD.** RTD shall pay all approved invoices within thirty (30) days of receipt. If RTD disputes any invoice or portion thereof, it shall provide written notice to the City of the dispute within fourteen (14) calendar days of receipt of the invoice; otherwise the invoice is deemed to be approved by RTD. RTD shall not be liable for any financial contribution to the Plan funded pursuant to this IGA other than as set forth herein, unless previously authorized in writing. RTD shall not be responsible for paying Third Party Participant bills directly. RTD's approval of or payment of an invoice shall not be considered a review of the City's federal funding compliance practices or an approval of such practices and shall in no way relieve the City of its responsibility to comply with any applicable federal requirements and the requirements of its Third Party Participants. In the event any amount paid by RTD under this IGA is later determined to be ineligible for federal funding by RTD or any federal agency, the City shall require the party responsible for the ineligible payments to reimburse RTD the full amount of those funds and any costs, interest or penalties associated with the same.
- d. **Work performed on the Plan prior to the NTP is not considered eligible work.**

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- e. Expenditure of funds from the grants shall be documented separately by the City and Third Party Participant to ensure dollars spent coincide with task deliverables assignable to each funding source as determined by an independent cost estimate.
- f. Compliance by the City, Third Party Participant, and any other Plan contractors and subcontractors with grant requirements and other requested changes by RTD shall be a condition of receipt of grant funding through RTD for the development of the Plans.

15. **TERMINATION; SUSPENSION OF WORK.** This IGA may be terminated for any of the following reasons:

- a. **Funds not Available.** In the event that grant funds required for funding of this IGA are not made available to RTD, this IGA shall terminate unless the City elects to pay additional local match funds or reduce the Scope of Work for development of the Plans as set forth above. Whether or not grant funds are available, or whether or not the City's local match funds are sufficient to pay for the costs of the Plans, RTD is under no obligation to provide any funds for the Plans other than grant funds actually received by RTD.
- b. **Termination for Mutual Convenience.** The Parties may terminate this IGA and terminate the development of the Plans if both Parties agree in writing that the continued development of the Plans would not produce beneficial results commensurate with the further expenditure of funds.
- c. **RTD's Right to Terminate Contract for Convenience or Default.** RTD shall also have the right to terminate this IGA for convenience or default, and the right to suspend the work, in accordance with provision FTA 8, Termination, of the FTA contract provisions attached as Exhibit B.
- d. **The City's right to Terminate.** The City reserves the right to terminate this IGA for convenience or default, in accordance with provision FTA 8, Termination, of the FTA contract provisions attached as Exhibit B. In the event that the City terminates this IGA pursuant to provision FTA 8, Termination, of the FTA contract provisions attached as Exhibit B, the City shall be required to complete any portion of the work for which RTD has made payment prior to the City providing written notice of termination to RTD. At the time of termination, to the extent that RTD has paid funds to the City in excess of the value of work performed by the City under this IGA, the City shall remit such excess funds to RTD.
- e. The City agrees to remit to RTD any excess payments made to the City, with respect to any costs disallowed by the FTA after payment was made to the City by RTD, and any amounts recovered by the City from third parties or from other sources pursuant to this IGA, in addition to any penalties and interest assessed.
- f. In the event that either party exercises any termination rights described in this paragraph, this IGA shall cease to be of any further force and effect as of the date of termination, with the exception of all remedies which are specified herein and may otherwise be available to

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the Parties under the law, and with the exception of any rights or liabilities of the Parties that may survive by virtue of this IGA.

**16. COMPLIANCE WITH FEDERAL GRANT REQUIREMENTS (“FLOW DOWN OF PROVISIONS”).** As previously stated, the Parties acknowledge that development of the Plans will be at least partially federally funded. This IGA and all subgrants, third party contracts and subcontracts are therefore subject to the FTA Master Agreement MA(23), as updated, and all other applicable federal regulations. All subgrants, third party contracts and subcontracts must include as flow down provisions the terms of this IGA, including the FTA contract provisions attached as **Exhibit B**.

- a. The City shall at all times comply with all applicable FTA regulations, policies, procedures, reporting requirements, and directives as they may be amended, succeeded or promulgated from time to time during the term of this IGA, including without limitation those in FTA Circulars 9030.1E and 8100.1c, and those listed directly or by reference in the current FTA Master Agreement MA(23), as they may be amended, succeeded or promulgated from time to time during the term of this IGA. In addition to all such requirements imposed directly upon the City, those requirements imposed upon RTD as a grantee or recipient are also hereby imposed upon the City, and those rights reserved by DOT, FTA or any other applicable agency are hereby reserved by RTD. The City’s failure to comply with any and all such requirements shall constitute a material breach of this IGA. The City may contact either RTD or FTA for a copy of the current FTA Master Agreement and certifications. FTA’s Master Agreement MA(23) for FY2017 can also be found at the FTA website: <http://www.transit.dot.gov>.
- b. Without limiting the foregoing, the following are specifically incorporated herein by this reference and shall govern this IGA: (i) FTA Master Agreement MA(23); (ii) US DOT Regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” 2 C.F.R. part 1201; (iii) FTA Circular 9030.1E, Urbanized Area Formula Program: Program Guidance and Application Instructions; (iv) FTA Circular 5010.1E, Grants Management – General; (v) FTA Circular 4220.1F, “Third Party Contracting Guidance”; (vi) Executive Order 12898 (Environmental Justice), and (vii) FTA Circular 4702.1B, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients.” Those requirements imposed upon RTD as recipient of an FTA award are hereby imposed upon the City and its Third Party Participants to the fullest extent permitted by law, and those rights reserved by DOT, FTA or any other applicable agency are hereby reserved by RTD.
- c. All FTA-mandated terms will be deemed to control in the event of a conflict with other provisions contained in this IGA. City shall not perform any act, fail to perform any act, or refuse to comply with any RTD requests which would cause RTD to be in violation of the FTA terms and conditions.
- d. The Federal Certifications and Assurances applicable to this IGA are attached and fully incorporated by reference herein as **Exhibit E**. A Certification Regarding Lobbying Form is included within Exhibit F; the form is applicable to federal awards exceeding \$100,000 and in such event must be completed by the City and returned to RTD prior to execution of this IGA by RTD. Such certifications, assurances and terms are subject to updating by FTA. The City agrees to comply with any additional FTA-required certifications and assurances during the term of this IGA for the City, and further agrees to require such compliance by any Third Party

Participants for awards exceeding \$100,000 prior to entering into such contract. The City further understands and agrees that RTD shall perform System of Award Management (SAM) Checks to confirm that no federally excluded parties are participating in the contracts funded through this IGA, and that reporting of exclusion in a SAM Check shall render a party ineligible to participate until such exclusion is lifted. The City shall comply with all applicable requirements of such certifications, assurances and terms, require the City's Third Party Participants to likewise comply, and shall also require the City's Third Party Participants to extend all such requirements to each contractor, subcontractor, and any other third party participant whose work is funded in whole or in part by the grants.

- e. The City is required to adopt and publish its Title VI policy, providing a copy thereof to RTD, which shall include Title VI complaint procedures for investigating and tracking Title VI complaints. Title VI complaints are to be handled in compliance with federal law and RTD's **EXHIBIT F**, Subrecipient Transit Equity Compliance Guide.
  
- 17. **PLAN RECOMMENDATIONS.** The Parties acknowledge this IGA is for the development of the Plans only. The Parties commit that they will make reasonable efforts to secure approvals from their respective governing bodies to implement needed infrastructure improvements within their capital improvements program; adopt appropriate zoning code, master plan and other regulatory changes; and incorporate recommendations into local ordinances, regulations or requirements governing development of the area. Nothing herein commits either governing body to grant such approvals, and nothing herein commits either party to fund any improvements identified in the Plans or any other adopted plans.
  
- 18. **Third Parties.** No person or entity not a party to this IGA shall have rights hereunder, except the Federal Government.
  
- 19. **Conflicts.** No officer, member, or employee of RTD or the City, no members of the respective governing bodies of RTD or the City, and no other public officials or employees of RTD or the City during his or her tenure, or for one year thereafter, shall have any personal interest, direct or indirect, in any solicitation for services made pursuant to this IGA or the proceeds thereof.
  
- 20. **Merger.** This IGA represents the entire agreement between the Parties and may be amended only in writing, signed by the Parties.
  
- 21. **Disputes.** Disputes shall initially be resolved by the Party Liaisons defined as RTD's Assistant General Manager for Planning and Development and City's Director of Planning Services. If the Party Liaisons are unable to resolve the dispute, they shall escalate the dispute to RTD's General Manager and the Mayor of Denver.
  
- 22. **Notices.** All contacts, communications, and data required to be performed or exchanged pursuant to this IGA will be sent to the following persons or their successors designated in writing:

For RTD:

Bill Sirois  
Sr. Manager of Transit-Oriented Communities

For City:

Curt Upton  
Principal City Planner



Regional Transportation District

1560 Broadway, Suite 700  
Denver, Colorado 80202

Community Planning & Development

201 W. Colfax, Dept. 205  
Denver, CO 80202

23. **Term**. This IGA shall become effective upon the date of execution by both Parties (**Effective Date**) and will terminate upon termination of the grants, unless sooner terminated as provided in Section 15 or extended in writing by both Parties. Certain provisions shall logically survive termination of this IGA.
24. **Indemnification**. Subrecipient shall require its Third Party Participants to indemnify, save, and hold harmless RTD, its employees and agents, against any and all claims, damages, liability, penalties, and awards including costs, expenses and attorney fees and related costs, incurred as a result of any act or omission by Third Party Participant, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this subgrant Agreement; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Governmental Immunity Act, Federal Tort Claims Act, or CRS §24-30-1501, *et seq.*
25. **Successors and Assignment**. The terms of the IGA shall be binding on the successors and assigns of each of the Parties. The City shall not assign this IGA, or any part thereof, without the prior written consent of RTD, and any assignment without such consent shall be void and unenforceable.
26. **Captions**. The captions and headings in this IGA are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.
27. **Further Cooperation**. The Parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of this IGA, and will execute such additional documents as necessary to effectuate the same.
28. **No Joint Venture**. Nothing contained in this IGA is intended to create a partnership, joint venture or joint enterprise between the Parties, and any implication to the contrary is hereby disavowed. This IGA does not authorize any party hereto to act as an agent of the other party hereto for any purpose.
29. **Definitions**. Terms not defined herein shall have the definitions found in the FTA Master Agreement MA(23).

**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



**EXHIBIT A**  
**(Statement of Work/ICE)**



## **SECTION A: SCOPE OF WORK AND TECHNICAL REQUIREMENTS**

### **A.1 BACKGROUND/OVERVIEW:**

The project will complete two area plans, concurrently, for the neighborhoods along the planned [Colfax Bus Rapid Transit \(BRT\) Corridor](#), including the [East Central Area](#) and the [East Area](#) as part of the City of Denver's Community Planning and Development Department's (CPD) [Neighborhood Planning Initiative \(NPI\)](#) (Attachment B). The project is funded by two federal grants: the Denver Regional Council of Governments' (DRCOG) [UC/STAMP program](#) and the Federal Transit Administration's (FTA) [Transit-Oriented Development \(TOD\) Pilot Program](#) as well as a local City match. Due to the larger budget compared to other NPI Area Plans, additional resources will be provided to bolster community engagement, provide more rigorous research and analysis, and complete tasks that would traditionally be conducted as part of "Next Steps" studies, such as conceptual infrastructure designs, cost estimates, financing plans, and regulatory changes.

The result of this process is that the successful proposer will aid the stakeholders of this project in developing two area plans. These plans will establish measurable long-term goals to improve walkability, equity, transit access, and overall quality of life and recommend implementation strategies to achieve them. Specific improvements to public infrastructure and changes to land uses will be envisioned to support transit, walking, and bicycling along with a financing plan to ensure a feasible and timely implementation.

The first phase of the project began in July 2017 led by CPD staff. Steering Committees appointed by City Councilmembers Wayne New and Albus Brooks (East Central) and Mary Beth Susman and Chris Herndon (East) representing stakeholders within each area are meeting monthly. The initial phase will result in a Briefing Book prepared by CPD staff for each area that includes the following:

- Maps and analysis of existing conditions data
- Summaries of existing plans and studies
- Neighborhood history summaries
- Results of a S.W.O.T (Strengths, Weaknesses, Opportunities, Threats) analysis that combines community input with existing conditions data to identify a framework for the Vision and Objectives phase.

The goals of this project are to develop area plans for the East Central Area and the East Area that:

- Improve walkability, equity, affordability, economic opportunity, transit access, and overall quality of life.
- Identify and prioritize infrastructure improvements and land use changes to improve walking, bicycling, and transit conditions.
- Provide long term recommendations that maintain support and relevancy throughout changes in political and economic cycles.
- Create community support and ownership of plans.
- Build the capacity of stakeholders and staff.

- Establish model processes and tools for subsequent phases of the Neighborhood Planning Initiative.

## **A.2 SCOPE OF WORK:**

**City Limited Position Hiring.** The City will hire three (3) Limited Position employees for a period of two (2) years to assist with executing this Scope of Work. The City will submit timesheets for limited position employees with invoices to RTD. The positions and general roles will be as follows:

- Senior City Planner, Transportation: Lead the transportation planning element of the project, assist with overall project management, and coordination between the City's Public Works and Community Planning and Development departments.
- Associate City Planner, Transportation: Assist with the transportation planning element of the project, assist with overall project management, and coordination between the City's Public Works and Community Planning and Development departments.
- Associate City Planner, Land Use and Urban Design: Assist with the land use and urban design planning element of the project, assist with overall project management, and community engagement activities.

### **Task 1: Project Management**

A clearly defined approach for completing the project on-time, within budget, and at a high level of quality and efficiency.

#### **1.1: Project Management Plan**

Detailed scope, flowcharts / diagrams, work breakdown structure, schedule, and budget, including:

- An overall project approach that seeks to provide value, anticipate issues, and identify efficiencies between Tasks.
- An approach for efficiently leveraging concurrent City projects
- Assumptions for City staff roles and responsibilities for each Task, prepared in collaboration with the City Project Manager.

#### **1.2: Project Coordination**

Facilitation of weekly project team meetings and engagement with project managers of concurrent city projects. Project coordination shall include agendas and meeting summaries to be included in the Monthly Progress Reports.

#### **1.3: Progress Reporting**

Monthly progress reports that include completion rate estimates for each task, any anticipated risks, such as budgetary savings or over-runs, exceeded or missed deadlines, any federal grant reporting required by the Regional Transportation District (RTD) or DRCOG and Project Coordination and Evaluation summaries.

#### **1.4: Quality Assurance / Control**

Internal quality reviews of draft processes and deliverables prior to submission for City staff review. Revised drafts for a minimum of two City staff review cycles for each project deliverable.

### **1.5: Evaluation**

Ongoing evaluation of the overall project approach through the establishment of process performance measures (e.g. number of community participants, survey responses, etc.) to identify opportunities for “real time” adjustments and lessons learned throughout the process to improve future planning projects. And an evaluation of draft Area Plan deliverables through both equity and feasibility lenses.

#### **Task 1 Deliverables:**

- a. Project Management Plan
- b. Agendas, meeting summaries, etc.
- c. Monthly progress reports
- d. Evaluation summary memo

#### **Task 2: Community Engagement**

Interactive, transparent, and fun process that avoids solely data-extractive approaches and instead focuses on building knowledge, awareness, trust, and partnerships through a meaningful community dialogue.

#### **2.1: Community Engagement Plan**

A creative, equitable, and organized approach for involving the public, building community ownership, and ensuring legitimacy for the area plans, including:

- A detailed schedule of activities that leverages existing community events and avoids conflicting events to the extent possible.
- A program for monthly steering committee meetings that provides members opportunities to provide pro-active direction, assist with outreach, and review draft content in manageable lengths.
- Identification of locations and contacts for holding community engagement events.
- Easy, fun, and time-efficient methods for participation.
- Efficient and sophisticated approach to data collection and analysis.
- Clear, direct relationship between engagement activities and plan content.
- Online engagement strategy that leverages existing tools used by Community Planning and Development (e.g., Maptionnaire and Survey 123) or proposes new tools that better meet the needs of the project.
- Communications strategy to maximize effectiveness of social media, newsletters, email blasts, press releases, and websites.
- Strategy for coordinating concurrent projects, including the [Colfax BRT AA](#), [Colfax Pedestrian Improvements Study](#), [City Park Master Plan](#), [Upper Montclair Basin Study](#), and the four [Denveright](#) plans.

- Strategy for managing controversies and unanticipated issues.
- Federal Title VI strategy to ensure an equitable and fair process.

## **2.2: Communications**

Use of various media to effectively communicate and promote the community engagement process and plan content, including:

- Content for project websites, social media, newsletters, press releases, and email blasts.
- Visually-compelling graphics such as Story Maps/Swipes/Spyglasses (ESRI terms), infographics, process diagrams, graphic animations, cartography, etc.
- Professional photography of specifically identified places/people/events
- Professionally-produced video clips that integrate footage of community engagement activities, interviews with key community members, important neighborhood places, animated plan graphics, and narration/music.

## **2.3: Online Engagement**

Use of online tools to obtain meaningful public input, including:

- An online equivalent of public meetings that replicates the process for residents who could not attend in person.
- Interactive surveys, polls, and map-based input used strategically throughout the project.

## **2.4 Targeted Engagement**

Activities that are tailored to specific residents or places, including:

- “Piggyback” events that leverage existing meetings to reach people who are already involved in other aspects of the community, such as regularly scheduled Registered Neighborhood Organization meetings, board meetings, parent/teacher organizations, etc.
- “Pop Up” events that obtain intercept survey data in places where people are expected to gather, such as at farmers’ markets, concerts, festivals, transit stations, recreation centers, etc.
- “Field Office” events held with residents on-site at important locations to evaluate issues, discuss valued characteristics, identify recommended changes, etc.
- “Focus Groups” that include professionals, policy advocates, and interested community members organized by topic (e.g. Affordable Housing, Urban Design, Mobility, etc.). Focus Groups will convene at key milestones to inform the Analysis Subtasks in Tasks 4 through 9, Objectives in Subtask 3.2, prepare recommendations for Plan sub-tasks in Tasks 4 through 9, and Implementation methods in Task 13.

## **2.5 Steering Committees**

Facilitation of two Council-appointed groups of stakeholders (one for each planning area) that meet once per month to provide guidance to the project team on items, including:

- Pro-active suggestions on process and approach
- Guidance on key policy questions / controversies
- Review and comment on draft materials in manageable lengths as they are prepared
- Assistance with outreach and promotion of the project
- Assurance that the Vision and Objectives are equitably representative and plan recommendations are broadly supported.
- Formal recommendation on the contents of draft Area Plans to the Planning Board and City Council.

## **2.6 Community Workshops**

Large format public meetings for each planning area held at key milestones throughout the project, including:

- *Visioning Workshops* that present findings from Analysis Subtasks in Tasks 4 through 9, integrate activities and input received in Subtask 2.4, and utilize interactive methods to develop the Vision and Objectives in Task 3.
- *Multi-Day Charrettes* that integrate activities and input received in Subtask 2.4 and utilize rapid onsite iteration techniques to develop alternatives for Plan Subtasks in Tasks 4 through 9, and design concepts in Task 11.
- *Draft Plan Open Houses / Celebrations* that present draft plans to the public for review and comment and provide an entertaining environment for residents to engage with the project team and each other.

## **2.7 Equitable Engagement Support**

Extra services throughout the process to assist residents with barriers to participation, including:

- Ensuring equitable notification of opportunities to participate.
- Professional multi-lingual facilitators (preferred) and/or professional interpreters
- Professional translation of written materials
- Child care
- Food and beverages
- Additional meetings in more convenient locations for residents with barriers to participation.
- Supplemental briefings with individual residents with limited experience with planning or government participation.
- Additional methods for providing a comfortable participation environment for residents with limited experience in planning projects.

## **Task 2 Deliverables**

- a. Community Engagement Plan

- b. Title VI Plan, to be reviewed and approved by RTD
- c. Website, social meeting, newsletter, press release content package – East Central Area
- d. Website, social meeting, newsletter, press release content package – East Area
- e. 3 Online Engagement Tool content packages – East Central Area
- f. 3 Online Engagement Tool content packages – East Area
- g. 3 Online/Piggy-Back/Pop Up/Field Office summary memos and presentations – East Central Area
- h. 3 Online/Piggy-Back/Pop Up/Field Office summary memos and presentations – East Area
- i. 21 Focus Group presentations and meeting summaries – 7 groups that meet 3 times throughout the project.
- j. 12 Steering Committee presentations and meeting summaries – East Central Area
- k. 12 Steering Committee presentations and meeting summaries – East Area
- l. 3 Community Workshop meeting summary memos and presentations – East Central Area
- m. 3 Community Workshop meeting summary memos and presentations – East Area
- n. Communications graphics – East Central Area
- o. Communications graphics – East Area
- p. Professional photos – East Central Area
- q. Professional photos – East Area
- r. 3 Video Clips – East Central Area
- s. 3 Video Clips – East Area

### **Task 3: Vision and Objectives**

The 6 *Vision Elements* created through the Blueprint Denver update process provide the organizing framework for NPI Area Plans:

1. Strong and Authentic Neighborhoods
2. Equitable, Affordable, and Inclusive
3. Well Connected, Safe and Accessible Places
4. Economically Diverse and Vibrant
5. Healthy and Active
6. Environmentally Resilient

#### **3.1: Vision**

A description of a long term (2040), community-identified desirable future for each planning area. Visions will be created by community engagement activities in Task 2 and informed by the Analysis Subtasks in Tasks 4 through 9, and will include:

- *Vision Statements* that succinctly describe the community’s most salient hopes, values, and priorities for the future as they relate to each Vision Element.
- *Vision Narratives* that unify the six *Vision Statements* together in story-form using emotive language and creative imagery to describe a compelling future.

### **3.2: Objectives**

Indicators that serve as performance measures for each *Vision Statement* and use readily available data to identify ambitious, but feasible, long range (2040) targets. Objectives should be useful for prioritizing investments identified in Tasks 4 through 9 and provide a method for ongoing evaluation of progress using Online Dashboards prepared in Subtask 11.4.

### **3.3: Framework Plans**

An interim plan for each planning area for formal review by the Denver Planning Board and City Council Land Use, Transportation and Infrastructure Committee. Framework Plans ensure that the process is on the right track, that the Vision and Objectives are consistent with citywide plans and policies and, to the extent possible, provide guidance for policy decisions made prior to final adoption of Area Plans, such as pending rezoning applications, zoning text amendments, and grant applications. Each Framework Plan will include:

- A summary of the Analysis sub-tasks in Tasks 4-9, the Vision and Objectives, and the public process to-date.
- General diagram/map of opportunities that identify potential locations for strategic investments to advance the Vision and Objectives and provide a starting point for the Plan sub-tasks in Tasks 4 through 9.

### **Task 3 Deliverables**

- a. East Central Area Vision, Framework Plan and Presentation
- b. East Area Vision, Framework Plan and Presentation

### **Tasks 4-9 Strategies**

Strategies are organized by Vision Element and include two components: 1) *Analysis* Subtasks that provide existing conditions research and 2) *Plan* Subtasks that contain spatially-explicit priorities and policy recommendations. Strategies are not developed in isolation, but rather, in coordination with other Vision Elements to understand interrelated issues, avoid conflicting ideas, and identify cross-cutting solutions that advance multiple Objectives simultaneously.

### **Task 4: Strong and Authentic Neighborhoods Strategy**

#### **4.1: Neighborhood Character Analysis**

An analysis of the physical form and spatial pattern of development within each planning area, including:

- Identification of existing *Character Patterns* that consist of historic, valued, or unique urban design conditions both within and outside the planning areas.
- Identification of urban design conditions that do not contribute to established or valued *Character Patterns*.
- Positive and negative changes to *Character Patterns* that have taken place over the past 20 years.
- Map of existing *Place Types*, as developed in the Blueprint Denver update.

- Identification of the drivers (causal factors) of identified issues and any barriers to improvement (e.g. policy, regulatory, financial, technical, etc.)

#### **4.2 Station Area Analysis**

An analysis of station areas for the proposed Bus Rapid Transit (BRT) on Colfax Avenue within each planning area, including:

- Susceptibility to redevelopment.
- Quantification of total capacity for additional residential units and commercial space under current zoning.
- Identification of vacant and underutilized properties.
- Identification of assemblages of properties under one owner.
- Public / quasi-public ownership of properties.
- Adaptive reuse candidates.
- Adjacency and compatibility with residential areas.
- Connectivity to north/south public transit services.
- Identification of the drivers (causal factors) of identified issues and any barriers to improvement (e.g. policy, regulatory, financial, technical, etc.)

#### **4.3: Land Use and Urban Design Plan**

A coordinated set of policy recommendations that address the issues, drivers, and barriers identified in Subtasks 4.1 and 4.2 and advance the Vision and Objectives for each planning area, including:

- Proposed *Place Types* (best practices), such as Centers, Corridors, Districts, Residential Areas, etc. as developed in the Blueprint Denver update.
- Coordinated map of proposed *Place Types* and *Transition Areas* (relationships between *Place Types*) as developed in the Blueprint Denver Update.
- Calibration (detailed refinement based on local conditions) of the proposed *Place Types* and *Transition Areas* using the *Character Patterns* developed in Subtask 4.1.
- Map of the degree of change (e.g. Areas of Stability, Areas of Change) between existing and proposed *Place Types* using the approach developed in the Blueprint Denver update.
- Coordinated map of proposed *Land Use Concepts*, as developed in the Blueprint Denver update.
- Proposed *Implementation Tools*, such as zoning, overlay zone districts, urban design standards and guidelines, landmark designations, development agreements, etc., and discussion of how the tools should be used to implement the proposed *Place Types* and *Land Use Concepts*.
- Supporting evidence, such as public input received in Task 2, case studies, research, etc., that help make the case for the recommendations as they relate to achieving the Vision and Objectives.



#### **Key Studies to Leverage in Task 4:**

- Colfax Avenue BRT TOD Continuum Analysis
- [Denveright: Blueprint Denver update](#)

#### **Task 4 Deliverables**

- a. Neighborhood Character Analysis summary memo and presentation - East Central Area
- b. Neighborhood Character Analysis summary memo and presentation - East Area
- c. Station Area Analysis summary memo and presentation - East Central Area
- d. Station Area Analysis summary memo and presentation - East Area
- e. Land Use and Urban Design Plan summary memo and presentation - East Central Area
- f. Land Use and Urban Design Plan summary memo and presentation - East Area

#### **Task 5: Equitable, Affordable, and Inclusive Strategy**

##### **5.1 Housing Needs Analysis**

An analysis of current and projected (2040) housing needs within each planning area, including:

- Demand analysis from a range of households, including income, size, age, owner/renter, and special needs.
- Supply analysis of the existing housing stock, including, size, building form (e.g. single-unit, apartment, duplex, row house, ADU, live-work, etc.), covenants/subsidies, supportive housing, etc. and current prices.
- Inventory of all planned or under construction affordable housing projects.
- Inventory of existing rental properties that are currently “market affordable” (lower rents without covenants/subsidies) that identify targeted preservation opportunities for preventing involuntary displacement.
- Quantified estimate of the current and projected unit gap (housing shortage) between supply and demand for a range of housing options at various price points.
- Discussion of how the current and projected housing shortage influences costs and the associated impacts, such as financial burdens, long commutes, homelessness, poor health, property deterioration, overcrowding, and involuntary displacement.
- Identification of the drivers (causal factors) of the housing shortage, such as demographics, wages, job access, transportation costs, consumer preferences, etc. and any barriers limiting supply, such as policies, regulations, land and construction costs, financing, etc.

##### **5.2: Affordable Housing Plan**

A coordinated set of policy recommendations that address the issues, drivers, and barriers identified in Subtask 5.1 and advance the Vision and Objectives prepared in Task 3 for each planning area, including:

- Proposed *Housing Types* (best practices), such as mixed-income, live-work, co-housing, supportive housing, “missing-middle” housing, accessory dwelling units, etc.
- Coordinated map of strategic locations/areas for developing proposed *Housing Types* and preserving existing housing and prioritized using Objectives created in Task 3.
- Proposed *Implementation Tools*, such as regulations, grants, credit assistance, bonds, housing funds, fees, tax credits, tax increment financing, special taxing districts, development agreements, etc., and discussion of how the tools should be used to implement the proposed *Housing Types*.
- Supporting evidence, such as public input received in Task 2, case studies, research, etc., that help make the case for the recommendations as they relate to achieving the Vision and Objectives.

**Key Studies to leverage in Task 5:**

- [Colfax Corridor Connections Economic Development Analysis](#)
- [Denver Gentrification Study](#)
- DRCOG Urban Sim Land Use Forecast

**Task 5 Deliverables:**

- a. Housing Needs Analysis summary memo and presentation - East Central Area
- b. Housing Needs Analysis summary memo and presentation - East Area
- c. Affordable Housing Plan summary memo and presentation - East Central Area
- d. Affordable Housing Plan summary memo and presentation - East Area

**Task 6: Well Connected, Safe and Accessible Places Strategy**

**6.1: Mobility Analysis**

An analysis of multi-modal connectivity and safety in each planning area, including:

- Inventory of all planned and under construction street, sidewalk, and transit improvements.
- Travel shed, origin/destination, and network analyses of bicycle, pedestrian, public transit, and vehicular routes.
- Quality and ADA compliance of connections to important existing and planned destinations, such as public transit stations, schools, fresh food destinations, parks, major employers, etc.
- Crashes involving pedestrians and bicycles, injuries, fatalities, and speeding issues.
- Current and forecasted traffic volumes and capacities.

- Current and forecasted public transit ridership, frequencies, and quality of stops.
- Identification of the drivers (causal factors) of identified issues and any barriers to improvement (e.g. policy, regulatory, financial, technical, etc.)

## **6.2: Mobility Plan**

A coordinated set of policy recommendations that address the issues, drivers, and barriers identified in Subtask 6.1 and advance the Vision and Objectives prepared in Task 3 for each planning area, including:

- Proposed *Street Types* (best practices) such as Residential-Collector, Main Street-Arterial, Mixed Use-Local, etc. as developed in the Blueprint Denver update that recommend changes to street configurations to improve multi-modal mobility.
- Calibration (detailed refinement based on local conditions) of the proposed *Street Types* using the *Character Patterns* developed in Subtask 4.1.
- Conceptual typical street sections for each *Street Type* with dimensions consistent with typical street widths in the planning areas.
- Coordinated map of strategic locations for developing proposed *Street Types* with priorities identified using the Objectives created in Task 3.
- Proposed *Implementation Tools*, such as regulations, grants, fees, loans, bonds, tax increment financing, development agreements, etc., and discussion of how the tools should be used to implement the proposed *Street Types*.
- Supporting evidence, such as public input received in Task 2, case studies, research, etc., that help make the case for the recommendations as they relate to achieving the Vision and Objectives.

### **Key studies to leverage:**

- [Colfax Corridor Connections BRT Alternatives Analysis \(in progress\)](#)
- Colfax Pedestrian Crossings Study (in progress)
- [Denver Vision Zero Action Plan](#)
- [Denver Mobility Action Plan](#)
- [Blueprint Denver Update \(in progress\)](#)
- [Denver Moves: Transit \(in progress\)](#)
- [Denver Moves: Pedestrians and Trails \(in progress\)](#)
- [Denver Moves: Broadway](#)
- [Denver Moves: Bikes](#)
- [Denver Strategic Transportation Plan](#)
- [Denver Living Streets Initiative](#)
- [Denver Smart City \(in progress\)](#)
- [DRCOG Focus Travel Model](#)

### **Task 6 Deliverables**

- a. Mobility Analysis summary memo and presentation - East Central Area
- b. Mobility Analysis summary memo and presentation - East Area

- c. Mobility Plan summary memo and presentation - East Central Area
- d. Mobility Plan summary memo and presentation - East Area

## **Task 7: Economically Diverse and Vibrant Strategy**

### **7.1: Employment and Workforce Analysis**

An analysis of jobs, skills, education, and the financial health of residents within each planning area, including:

- Current and projected jobs by industry sector.
- Occupations and wages of residents.
- Labor force participation, unemployment, and poverty levels.
- Comparison of resident occupations and education levels to current and projected jobs.
- Work commute patterns of residents in the planning area.
- Current and projected school enrollment, school quality, and geography students' place of residence.
- Post-secondary education and training programs.
- Identification of the drivers (causal factors) of identified issues and any barriers to improvement (e.g. policy, regulatory, financial, technical, etc.)

### **7.2: Commercial Real Estate Market Analysis**

An analysis of the current and projected (2040) commercial real estate market conditions within each planning area, including:

- Inventory of total current and projected space by property type.
- Absorption, vacancy, rental rates, and sales price trends by property type.
- Recent project completions and development pipeline by property type.
- Comparison of recent project completions and the development pipeline to uses and designs encouraged by existing zoning.
- Comparison of projected development to existing zoning capacity.
- Examination of the assumptions used by DRCOG Urban Sim projections and discussion of other plausible scenarios.
- Identification of the drivers (causal factors) of identified issues and any barriers to improvement (e.g. policy, regulatory, financial, technical, etc.)

### **7.3: Neighborhood-Serving Retail Analysis**

An analysis of the retail environment for specific neighborhood serving goods and services within each planning area, including:

- Identification of the current retail mix, leakage, and key missing goods and services as identified in Task 2 and Subtask 8.1, such as grocery stores, health clinics, pharmacies, and childcare, and the market feasibility for adding them to the planning areas.

- Site selection criteria for key missing goods and services and identification of potential locations/areas with feasible market conditions for development.
- Projected impact of Colfax BRT on market conditions for key missing goods and services.
- Inventory of locally-owned small businesses and assessment of vulnerabilities to involuntary displacement.
- Identification of the drivers (causal factors) of identified issues and any barriers to improvement (e.g. policy, regulatory, financial, technical, etc.)

#### **7.4: Economic Development Plan**

A coordinated set of policy recommendations that address the issues, drivers, and barriers identified in Subtasks 7.1, 7.2, and 7.3 and advance the Vision and Objectives for each planning area, including:

- Proposed *Economic Development Types* (best practices), such as community learning centers, industry clusters, business incubators, workforce centers, locally owned businesses, etc.
- Coordinated map of strategic locations/areas for developing proposed *Economic Development Types*, prioritized using Objectives created in Task 3.
- Recommendations for encouraging and preserving locally-owned small businesses that provide key goods and services.
- Proposed *Implementation Tools*, such as regulations, grants, fees, loans, bonds, capital improvement program, tax credits, tax increment financing, hiring and procurement practices, development agreements, etc., and discussion of how the tools should be used to implement the proposed *Economic Development Types*.
- Supporting evidence, such as public input received in Task 2, case studies, research, etc., that help make the case for the recommendations as they relate to achieving the Vision and Objectives.

#### **Key Studies to Leverage in Task 7:**

- [Colfax Corridor Connections Economic Development Analysis](#)
- [Denver Retail Study](#)
- DRCOG Urban Sim Land Use Forecast

#### **Task 7 Deliverables:**

- a. Employment and Workforce Analysis summary memo and presentation - East Central Area
- b. Employment and Workforce Analysis summary memo and presentation - East Area
- c. Commercial Real Estate Market Analysis summary memo and presentation - East Central Area
- d. Commercial Real Estate Market Analysis summary memo and presentation - East Area

- e. Neighborhood Serving Retail Analysis summary memo and presentation - East Central Area
- f. Neighborhood Serving Retail Analysis summary memo and presentation - East Area
- g. Small Business Retention and Development summary memo and presentation – East Central Area
- h. Small Business Retention and Development summary memo and presentation – East Area
- i. Economic Development Plan summary memo and presentation - East Central Area
- j. Economic Development Plan summary memo and presentation - East Area

## **Task 8: Healthy and Active Strategy**

### **8.1: Healthy Living Analysis**

An analysis of access to health assets and exposure to health hazards within the planning areas, including:

- *Physical* access (e.g. pedestrian and bicycle safety, public transit connections, ADA compliance, distance, etc.) to fresh food retailers, parks, recreation centers, and healthcare services.
- *Financial* access (e.g. prices, discounts, subsidy levels, etc.) to fresh food retailers (e.g. SNAP/WIC acceptance), health care services (e.g. Medicaid/Medicare acceptance), recreation centers and transportation (e.g. level of available discounts available).
- Inventory of all planned or under construction recreation improvements and fresh food retail destinations.
- Concentrations of convenience stores, fast food restaurants, liquor stores, smoke/vape shops, and marijuana dispensaries.
- Social safety issues, such as crime, loose dogs, etc.
- Air quality issues, including exposure to indoor sources (asbestos, lead paint, etc.) and outdoor sources (heavy truck traffic, etc.)
- Identification of the drivers (causal factors) of identified access and exposure issues and any barriers to improvement (e.g. policy, regulatory, financial, technical, market conditions, etc.)

### **8.2: Healthy Living Plan**

A coordinated set of policy recommendations that address the issues, drivers, and barriers identified in Subtask 8.1 and advance the Vision and Objectives prepared in Task 3 for each planning area, including:

- Proposed *Fresh Food Destination Types* (best practices), such as supermarkets, corner stores, farmers' markets, community gardens, urban agriculture, produce stands, mobile grocery trucks, etc.,

- Proposed *Recreation Types* (best practices) such as active parks, recreation centers, active plazas, trails, etc.
- Coordinated map of strategic locations/areas for developing proposed *Fresh Food Destination* and *Recreation Types*, prioritized using Objectives prepared in Task 3.
- Recommendations for improving identified social safety and air quality issues.
- Proposed *Implementation Tools*, such as regulations, grants, fees, loans, bonds, capital improvement program, tax credits, tax increment financing, development agreements, shared use agreements, etc., and discussion of how the tools should be used to implement the proposed *Fresh Food Destination* and *Recreation Types*.
- Supporting evidence, such as public input received in Task 2, case studies, research, etc., that help make the case for the recommendations as they relate to achieving the Vision and Objectives.

**Key Studies to leverage in Task 8:**

- [Denver's Food Vision / Food Plan](#)
- [Denveright Game Plan \(in progress\)](#)
- [Denveright Denver Moves Pedestrians and Trails \(in progress\)](#)

**Task 8 Deliverables:**

- a. Healthy Living Analysis summary memo and presentation - East Central Area
- b. Healthy Living Analysis summary memo and presentation - East Area
- c. Healthy Living Plan summary memo and presentation - East Central Area
- d. Healthy Living Plan summary memo and presentation - East Area

**Task 9: Environmentally Resilient Strategy**

**9.1 Green Infrastructure Analysis**

An analysis of stormwater management, water quality, irrigation efficiency, and landscape design in the planning areas, including:

- Types of ground cover and total amount of impervious surface
- Estimates of stormwater runoff volumes and pollutant loading levels based on land use
- Existing stormwater management infrastructure and flooding issues
- Tree canopy coverage, shade, and temperatures, and discussion of effects of climate change on human health.
- Identification of the drivers (causal factors) of identified issues and any barriers to improvement (e.g. policy, regulatory, financial, technical, etc.)

**9.2: Green Infrastructure Plan**

A coordinated set of policy recommendations that address the issues, drivers, and barriers identified in Subtask 9.1 and advance the Vision and Objectives prepared in Task 3 for each planning area, including:

- Proposed *Green Infrastructure Types* (best practices) such as Green Streets, Green Alleys, Green Parks, Green Roofs, Green Parking lots, Green Plazas, etc.
- Coordinated map of strategic locations/areas for developing proposed *Green Infrastructure Types*, prioritized using Objectives created in Task 3.
- Proposed *Implementation Tools*, such as regulations, grants, fees, loans, bonds, capital improvement program, tax credits, tax increment financing, development agreements, etc., and discussion of how the tools should be used to implement the proposed *Green Infrastructure Types*.
- Supporting evidence, such as public input received in Task 2, case studies, research, etc., that help make the case for the recommendations as they relate to achieving the Vision and Objectives.

**Key Studies to leverage:**

- [Upper Montclair Basin Study \(in progress\)](#)
- Colfax Pedestrian Crossings Study (in progress)
- Denver Green Infrastructure Implementation Strategy (in progress)
- [Denver Ultra Urban Green Infrastructure Guidelines](#)
- [Denveright: Game Plan update \(in progress\)](#)
- [Metro Denver Urban Forest Assessment](#)

**Task 9 Deliverables:**

- a. Green Infrastructure Analysis summary memo and presentation - East Central Area
- b. Green Infrastructure Analysis summary memo and presentation - East Area
- c. Green Infrastructure Plan summary memo and presentation - East Central Area
- d. Green Infrastructure Plan summary memo and presentation - East Area

**Task 10: Focus Areas**

Detailed planning for Neighborhood Statistical Areas (NSA) and important locations/sub-areas within each planning area.

**10.1: Neighborhoods**

Detailed discussion of issues and specific recommendations unique to each Neighborhood Statistical Area, including:

- Historic Preservation and Cultural Resource policy recommendations to guide future zoning, overlay zone districts, urban design standards and guidelines, Landmark designations, and infrastructure design decisions.
- Identification of *Neighborhood Nodes* (community gathering places) and policy recommendations for preserving, enhancing, or encouraging them.



## **10.2: Colfax Corridor**

Detailed study of “next steps” for Colfax-related recommendations prepared in Tasks 4 through 9, including:

- Before/after Sketchup models and street-level illustratives or photo-simulations of key Transit Oriented Development (TOD) nodes identified in Task 4 and preparation of specific land use and urban design recommendations.

Note: Street design for Colfax Avenue will be completed concurrently with this project under a separate contract from the City’s Public Works Department.

## **10.3: Transformative Projects**

Design concepts for ideas identified in Tasks 4 through 9 that have an especially catalytic or “game changing” effect on achieving the Vision and Objectives, including:

- Before/after Sketchup models and street-level illustratives or photo simulations.
- Conceptual design of streets and open spaces.

### **Key Studies to Leverage in Task 10:**

- [Colfax Corridor Connections BRT Alternatives Analysis \(in progress\)](#)
- Colfax Pedestrian Crossing Improvements (in progress)
- Colfax Street Design (2018 Public Works Project)
- [Colfax BID streetscape plan](#)
- [Colfax Mayfair BID streetscape plan](#)
- [Bluebird BID Area Plan](#)
- [Civic Center Station Transit District Plan](#)

### **Task 10 Deliverables**

- a. Neighborhoods Focus Area summary memo and presentation - East Central Area
- b. Neighborhoods Focus Area summary memo and presentation - East Area
- c. Colfax Corridor Focus Area summary memo and presentation - East Central Area
- d. Colfax Corridor Focus Area summary memo and presentation - East Area
- e. Transformative Projects summary memo and presentation - East Central Area
- f. Transformative Projects summary memo and presentation - East Area

## **Task 11: Implementation**

### **11.1: Regulatory Changes Plan**

Detailed study of “next steps” for regulatory-related recommendations prepared in Tasks 4 through 10 for each planning area, including:

- “Mismatch analysis” of recommendations in Subtask 4.3 compared to existing zoning.
- Evaluation of existing zone district standards and testing of alternatives using Iterative sketches, including Sketchup models prepared in Task 10, to identify specific zoning code barriers.

- Specific regulatory recommendations, such as identification of base zone districts for rezoning, overlay zone districts, text amendments, urban design standards and guidelines, etc., department rules and regulations, and the municipal code.
- Annotated map of recommended regulatory changes and discussion of level of difficulty based on factors such as complexity, development pressure, degree of “mismatch”, level of property ownership fragmentation, etc.

### **11.2: Financing Plan**

Analysis of costs, revenues, and use of creative financing methods to implement priority investments recommended in Tasks 4 through 10 for each planning area, including:

- Preparation of conceptual pro-formas for priority publicly-funded/supported real estate development projects (e.g. mixed-income housing, supportive housing, business incubator, grocery store, etc.) recommended in Tasks 4 through 10, including Sketchup models created in Subtasks 10.2 and 10.3 and estimates of needed subsidies.
- Identification of candidate area(s) for Tax Increment Financing (TIF) and analysis of current and projected tax revenue.
- Development of a spreadsheet-based infrastructure cost estimating tool and preparation of cost estimates for priority infrastructure projects recommended in Tasks 4 through 10.
- Development of a spreadsheet-based financial analysis tool and preparation of multiple scenarios that combine *Revenue Tools* (e.g. annual CIP, special districts, fees, TIF districts, grants, etc) and *Debt Tools*, (bonds, loans, federal credit programs, TIFIA, etc.) in order to model financing alternatives and identify trade-offs associated with each approach.
- Discussion of the tradeoffs between financing scenarios, including complexity, mill levy levels, and implementation timelines.

### **11.3 Near Term Action Plan**

Identification of specific action steps for implementing priority recommendations for each planning area, including:

- A user-friendly matrix format listing actions, timeframe, lead agency, associated policy recommendations and Objectives.
- Clear indicators of completion for each action step (e.g. Council approval of rezoning, added to CIP, etc.).

### **11.4: Content for Online Dashboards**

A system for efficiently measuring and reporting implementation activities and progress towards achieving the Objectives identified in Task 3 for each planning area, including:

- Identification of progress measures for plan recommendations that can be efficiently tracked with existing data and resources, such as miles of bike lanes, number of affordable housing units, size of area with zoning mismatch, etc.

- Creation of an intuitively-designed display of plan recommendation performance measures and associated *Objectives* for use on the City’s website. The City’s IT staff will lead the creation of the web functionality and architecture, the consultant team will only need to provide the graphic content and data.

**Task 11 Deliverables**

- a. Regulatory Changes Plan summary memo and presentation - East Central Area
- b. Regulatory Changes Plan summary memo and presentation - East Area
- c. Financing Plan summary memo and presentation - East Central Area
- d. Financing Plan summary memo and presentation - East Area
- e. Cost Estimating Spreadsheet Tool
- f. Financial Analysis Spreadsheet Tool
- g. Near Term Action Plan Matrix - East Central Area
- h. Near Term Action Plan Matrix - East Area
- i. Online Dashboard - East Central Area
- j. Online Dashboard - East Area

**Task 12: Draft Area Plan Documents**

Concise, well-organized, and high graphic-quality plan documents for each planning area, including:

- “Plan on a Page” that summarizes recommendations across Vision Elements on a single map.
- “Plain Language” writing aimed at a non-professional audience with minimal planning jargon and a glossary when technical terms are justified for implementation-clarity.
- Policy recommendations summary matrix that provides users of the plan an easy method for finding recommendations related to their organization or interest.

**Task 12 Deliverables**

- a. Draft Area Plan document (.pdf and E-Plan) - East Central Area
- b. Draft Area Plan document (.pdf and E-Plan) - East Area

**Task 13: NPI Toolkit**

Organized compilation of tools and methods created throughout the project to leverage in future phases of the Neighborhood Planning Initiative (NPI) program, including:

- *Planning Tools* including: *Place, Housing, Street, Economic Development, Recreation, Fresh Food Destination, and Green Infrastructure Types and Land Use Concepts and Areas of Change/Stability* prepared in Tasks 4 through 9.
- *Design Tools*, including *Transition Areas and Character Patterns* developed in Task 4, *Typical Street Sections* developed in Task 6, and replicable street, intersection, open space, and building design concepts prepared in Task 10.

- *Implementation Tools*, including: regulatory, financing, and partnership tools identified in Tasks 4 through 9, and infrastructure cost estimating and financing analysis spreadsheets prepared in Subtask 11.2.

**Task 13 Deliverable:**

- a. NPI Toolkit

**Task 14: Contingency**

Activities that may be needed in response to specific issues as they arise in the planning process.

**14.1: Parking Study**

A localized analysis of “hot spot” locations where a lack of sufficient parking has been identified by residents as having negative impacts, including:

- Utilization inventory of on-site and on-street parking
- Facilitated stakeholder discussion of potential solutions
- Identification of property owner partnership opportunities for improved parking management

**14.2: Traffic Study**

An analysis of the traffic impacts of proposed street improvements, such as repurposing of vehicular traffic lanes, and associated mitigation recommendations.

**14.3: Demonstration / Pilot Projects**

An analysis of ideas generated in the planning process by testing interim “pop up” versions (e.g. street closures, festivals, temporary lane repurposing, etc.) and data collection through direct observation of impacts.

**14.4: Mediation**

Professional mediation services to address specific controversies that may arise during the planning process.

**14.5 Statistically Valid Survey**

One or more professionally conducted surveys of the study area aimed at identifying public opinion or gauging the public’s understanding of a specific issue.

**14.6: Anchor Institution Engagement**

Professionally facilitated conversation with hospitals and schools to identify partnership opportunities such as workforce housing, public open spaces, training/skills development, community centers, small business development and district approaches to parking, energy, stormwater management, etc.

**Budget**

<b>Task 1</b>	<b>Project Management</b>	<b>\$40,000</b>
<b>Task 2</b>	<b>Community Engagement</b>	<b>\$300,000</b>
<b>Task 3</b>	<b>Vision and Objectives</b>	<b>\$70,000</b>
<b>Tasks 4-9</b>	<b>Analysis Subtasks (Existing Conditions Research)</b>	<b>\$150,000</b>
<b>Tasks 4-9</b>	<b>Plan Subtasks (Policy Recommendations)</b>	<b>\$100,000</b>
<b>Task 10</b>	<b>Focus Areas</b>	<b>\$300,000</b>
<b>Task 11</b>	<b>Implementation</b>	<b>\$100,000</b>
<b>Task 12</b>	<b>Draft Plans</b>	<b>\$20,000</b>
<b>Task 13</b>	<b>NPI Toolkit</b>	<b>\$10,000</b>
<b>Task 14</b>	<b>Contingency</b>	<b>\$300,000</b>
<b>Expenses</b>		<b>\$10,000</b>
	<b>Total</b>	<b>\$1.4M</b>

**Schedule**

		Month											
		1	2	3	4	5	6	7	8	9	10	11	12
Task 1	Project Management	1											
Task 2	Community Engagement	2			3			5			6		
Task 3	Vision and Objectives					4							
Tasks 4-9	Analysis Subtasks (Existing Conditions Research)												
Tasks 4-9	Plan Subtasks (Policy Recommendations)												
Task 10	Focus Areas												
Task 11	Implementation												
Task 12	Draft Plans												7
Task 13	NPI Toolkit												
Task 14	Contingency												

Project Milestones	
1	Project Management Plan
2	Community Engagement Plan
3	Vision and Objectives Workshops*
4	Draft Framework Plans*
5	Multi-Day Charrettes*
6	Draft Plan Open Houses*
7	Draft Area Plans*

\* Completed for East Central and East Individually

**EXHIBIT B**  
**(Federal Terms & Conditions)**

**City and County of Denver**

**Required Third-Party Contract Clauses – as of 10/01/2016 - 4220.1F Appendix D, part A**

**All FTA-Assisted Third-Party Contracts and Subcontracts**

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT 23 REFERENCES 10/01/16	RTD Clause Number	Applicable To This Contract	
				Yes	No
No federal government obligations to third-parties by use of a disclaimer		§3.l	FTA 1	X	
False or fraudulent statements or claims – Civil and Criminal Fraud		§4.f	FTA 2	X	
Access to Third party Contract Records		§16.t	FTA 3	X	
Changes to Federal Requirements		§3.g	FTA 4	X	
Civil Rights (EEO, Title VI & ADA)		§12	FTA 5	X	
Disadvantaged Business Enterprises (DBEs)	Contracts awarded on the basis of a bid or proposal offering to use DBEs	§12.e	FTA 6 (also see Attach A)	X	
Incorporation of FTA Terms	Per FTA C 4220.1F	§16.a	FTA 7	X	

**Awards Exceeding \$10,000**

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT 23 REFERENCES 10/01/16	RTD Clause Number	Applicable To This Contract	
				Yes	No
Termination	Contracts >\$10,000 (49 CFR §18 (l) (2))	§11 and §16.d(2)	FTA 8	X	

**Awards Exceeding \$25,000**

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT 23 REFERENCES 10/01/16	RTD Clause Number	Applicable To This Contract	
				Yes	No
Debarment and Suspension	Contracts exceeding \$25,000	§4.b	FTA 9	X	

**Awards Exceeding the Simplified Acquisition Threshold (\$100,000) 49 CFR §29**

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT 23 REFERENCES 10/01/16	RTD Clause Number	Applicable To This Contract	
				Yes	No
Buy America	When tangible property or construction will be acquired	§15.a(1)	FTA 10		X
Resolution of disputes, breaches, or other litigation		§39 and §16.d(1)	FTA 11	X	

**City and County of Denver**

**Required Third-Party Contract Clauses – as of 10/01/2016 - 4220.1F Appendix D, part A**

**Awards Exceeding \$100,000 by Statute**

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT 23 REFERENCES 10/01/16	RTD Clause Number	Applicable To This Contract	
				Yes	No
Lobbying		§4.d(1) and §16.d(9)	FTA 12	X	
Clean Air		§16.d(7)	FTA 13	X	
Clean Water		§16.d(7)	FTA 14	X	

**Transport of Property or Persons**

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT 23 REFERENCES 10/01/16	RTD Clause Number	Applicable To This Contract	
				Yes	No
Cargo Preference	When acquiring property suitable for shipment by ocean vessel	§15.a(2)	FTA 15		X
Fly America	When property or persons transported by air between U.S. and foreign destinations, or between foreign locations	§15.a(3)	FTA 16	X	

**Construction Activities**

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT 23 REFERENCES 10/01/16	RTD Clause Number	Applicable To This Contract	
				Yes	No
Construction Employee Protections - Davis Bacon Act	For Construction contracts exceeding \$2,000	§24.a(1) and §16.d(4)	FTA 17		X
Construction Employee Protections – Contract Work Hours and Safety Standards Act	For Construction contracts exceeding \$100,000	§24.a(2) and §16.d(5)	FTA 18		X
Construction Employee Protections - Copeland Anti-Kickback Act	All Construction contracts	§24.a(3) and §16.d(4)	FTA 19		X
Bonding for construction activities exceeding \$100,000	5% bid guarantee; 100% performance bond; Payment bond equal to: 50% for contracts < \$1 M 40% for contracts > \$1 M, but < \$5 M \$2.5 M for contracts > \$5 M	§16.n(1)	FTA 20		X
Seismic safety	Contracts for new buildings or for existing buildings	§23.b	FTA 21		X
Veterans Employment (Preferences)	For Construction contracts exceeding \$10,000	§16.u	FTA 22		X



**City and County of Denver**

**Required Third-Party Contract Clauses – as of 10/01/2016 - 4220.1F Appendix D, part A**

**Non-construction Activities**

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT 23 REFERENCES 10/01/16	RTD Clause Number	Applicable To This Contract	
				Yes	No
Non-construction Employee Protection (Contract Work Hours and Safety Standards Act)	For all turnkey (design/build), rolling stock and operational contracts (excluding transportation services contracts) in excess of \$100,000 per 40 USC 3701.	§24.b	FTA 23		X

**Transit Operations**

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT 23 REFERENCES 10/01/16	RTD Clause Number	Applicable To This Contract	
				Yes	No
Transit Employee Protective Arrangements		§24.d	FTA 24		X
Charter Service Operations		§28	FTA 25		X
School Bus Operations		§29	FTA 26		X
Drug Use and Testing	Safety sensitive functions	§35.b	FTA 27		X
Alcohol Misuse and Testing	Safety sensitive functions	§35.b	FTA 28		X

**Planning, Research, Development and Demonstration Projects**

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT 23 REFERENCES 10/01/16	RTD Clause Number	Applicable To This Contract	
				Yes	No
Patent Rights		§17	FTA 29	X	
Rights in Data and Copyrights		§18	FTA 30	X	

**Special Notification Requirements for States \*\* (Does not apply to RTD)**

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT 23 REFERENCES 10/01/16	RTD Clause Number	Applicable To This Contract	
				Yes	No
Special Notification Requirement for States	Limited to States	§37	(FTA 31) Not Required		X

**City and County of Denver**

**Required Third-Party Contract Clauses – as of 10/01/2016 - 4220.1F Appendix D, part A**

**Miscellaneous Special Requirements**

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT 23 REFERENCES 10/01/16	RTD Clause Number	Applicable To This Contract	
				Yes	No
Energy Conservation		§26.j	FTA 32	X	
Recycled Products	Contracts when procuring \$10,000 or more per year of items designated by EPA	§16.d(10)	FTA 33	X	
Conformance with National ITS Architecture	Contracts and solicitations for ITS projects	§16.n	FTA 34		X
ADA Access	Contracts for rolling stock or facilities construction/renovation	§12.h(2)(c)	FTA 35	X	
Assignability Clause	Procurements through assignments (piggybacks)	§16.a, which incorporates 49 CFR Parts 18 and 19 for grants prior to 12/26/2014 and 2 CFR Parts 200 and 1201 for grants after 12/26/2014	FTA 36	X	

**Rolling Stock Procurements**

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT 23 REFERENCES 10/01/16	RTD Clause Number	Applicable To This Contract	
				Yes	No
Bus Testing		§16.m	FTA 37		X
Pre-Award and Post-Delivery Audit Requirements		§16.m	FTA 38		X
TVM Certification		§12.e(3)(a)	FTA 39		X

Reviewed by: \_\_\_\_\_

Approved by: \_\_\_\_\_

Approved as to legal form by: \_\_\_\_\_

**FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

**Incorporated into this Subrecipient IGA**

**and to be included in**

**ALL FTA ASSISTED THIRD PARTY CONTRACTS AND SUBCONTRACTS**

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Subrecipient shall comply with and perform its obligations under this IGA in accordance with the following requirements and provisions, as applicable, and ensure that (where relevant) this exhibit is incorporated into and appended to each contract or subcontract entered into for the work to be performed under this IGA

Provisions 1 through 7 apply to ALL CONTRACTS

**FTA 1 NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

- A. RTD and Subrecipient acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Su, 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 RTD, Subrecipient, Third Party Participant, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.
- B. Subrecipient 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.

**FTA 2 FALSE OR FRAUDULENT STATEMENTS OR CLAIMS - CIVIL AND CRIMINAL FRAUD**

- A. Subrecipient 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 or performance of the underlying Contract, Subrecipient 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, Subrecipient 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 Subrecipient to the extent the Federal Government deems appropriate.
- B. Subrecipient 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 on Subrecipient, to the extent the Federal Government deems appropriate.
- C. Subrecipient 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.

### **FTA 3 ACCESS TO THIRD PARTY CONTRACT RECORDS**

- A. For a period of three years following Grant closing, Subrecipient shall maintain, preserve and make available to RTD, the FTA Administrator, the Comptroller General of the United States, and any of their authorized representatives, access at all reasonable times to any books, documents, papers and records of Subrecipient which are directly pertinent to this Grant IGA for the purposes of making audits, examinations, excerpts and transcriptions. Subrecipient also agrees, pursuant to 49 C.F.R. § 633.17, to provide the FTA Administrator or his or her authorized representatives, including any project management oversight contractor, access to Subrecipient's records and sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(3)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. §§ 5307, 5309 or 5311.**
- B. Subrecipient shall maintain and RTD and DOT shall have the right to examine and audit all records and other evidence sufficient to reflect properly all prices, costs or rates negotiated and invoiced in performance of this Grant IGA. This right of examination shall include inspection at all reasonable times of the Subrecipient's offices engaged in performing the Grant IGA.**
- C. If this Grant IGA is completely or partially terminated, Subrecipient shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement. Subrecipient shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this Grant IGA until such appeals, litigation, or claims are finally resolved.**
- D. "Access to Records and Reports" applies with equal force and effect to any subcontractors hired directly or indirectly by Subrecipient to perform Work under this Grant IGA. Subrecipient shall insert this provision in all subcontracts under this Grant IGA and require subcontractor compliance therewith.**

### **FTA 4 CHANGES TO FEDERAL REQUIREMENTS**

**Subrecipient and its contractors shall at all times comply with Federal requirements that apply to RTD or the Award, the Grant IGA, FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current Master Agreement between RTD and FTA, as they may be amended or promulgated from time to time during the term of this Grant IGA. Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier. Subrecipient's failure to so comply shall constitute a material breach of this Grant IGA. Subrecipient may contact either RTD or FTA for a copy of the current FTA Master Agreement.**

### **FTA 5 CIVIL RIGHTS (TITLE VI, ADA, EEO)**

The following requirements apply to the underlying Grant IGA:

- A. 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, Subrecipient 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, Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**B. Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying Grant IGA:**

- 1. 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, Subrecipient 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 activities undertaken in the course of this Grant IGA. Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, disability, national origin, age, sexual orientation, gender identity or status as a parent. 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, Subrecipient 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, Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Subrecipient 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, Subrecipient 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, Subrecipient agrees to comply with any implementing requirements FTA may issue.**

**C. Subrecipient 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.**

**FTA 6 DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

**A. This Grant IGA is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises (DBEs) in Department of Transportation Financial Assistance Programs. The national goal for participation of DBEs**



is 10%. This Grant IGA may have a Project specific DBE goal assigned in the IGA. This Section is to be read together with Exhibit "DBE Contract Requirements" attached hereto.

B. During the performance of this Grant IGA, Subrecipient or subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability or age. Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Grant IGA. Failure by Subrecipient to comply with or implement these requirements is a material breach of this Grant IGA, which may result in the termination of this Grant IGA or such other remedy as RTD deems necessary. These legal remedies may include but is not limited to: withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying Subrecipient from future bidding as non-responsible (see 49 CFR Part 26.13). Each subcontract Subrecipient signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

**Prompt Payment:**

C. For Construction-Related Work: Subrecipient is required to pay its subcontractors performing Work related to this Grant IGA for satisfactory performance of that work no later than 5 days after Subrecipient's receipt of payment for that work from RTD. In addition, Subrecipient shall return any retainage payments to subcontractors within 5 days after incremental acceptance of the subcontractor's work by RTD and Subrecipient's receipt of the partial retainage payment related to the subcontractor's work.

1. Payment of DBEs: The previous paragraph notwithstanding.

- a. each Subrecipient shall pay its respective DBE Subcontractors any undisputed amount owed to such Subcontractor within thirty (30) days of receipt of the subcontractor's invoice by such Subrecipient, regardless of whether such Subrecipient has been paid for such invoice by RTD;
- b. approval of invoices is not unreasonably delayed and that invoices shall be either approved or rejected with written notice of deficiency or dispute to the payee DBE Subcontractor within ten (10) days of receipt of invoice by the Subrecipient; and
- c. each Subrecipient makes prompt and full payment of any retainage kept by such Subrecipient to its respective DBE subcontractors within thirty (30) days after such DBE's work has been completed and accepted by the RTD's Project Manager or by the Subrecipient, unless claim is filed against a subcontractor.

D. A Subrecipient must have good cause to remove/terminate/substitute/replace a DBE contractor and the Subrecipient must have consent and approval from RTD. No DBE subcontract agreement may contain a "termination for convenience" clause/provision because any termination for convenience provision/clause is contrary to the objectives of 49 CFR Part 26. To initiate the termination, substitution, removal or replacement process with a DBE contractor (regardless of the tier), the Subrecipient or lower tier contractor/subcontractor must give notice in writing to the DBE contractor and include its request to terminate and/or substitute, replace and/or remove the DBE, the reason for the request and provide all documentation to support its claim. Subrecipient must give the DBE contractor five (5) business days to respond to the notice and provide reasons, if any, why it objects to the proposed termination of its DBE contract. The Subrecipient carries the

burden of proof to demonstrate good cause for the termination and/or substitution. If RTD determines the Subrecipient has good cause to terminate the DBE firm, RTD will provide written consent of DBE removal and the requirements to substitute work to another DBE firm. When a DBE subcontractor is terminated with the approval of RTD, or fails to complete its work on the contract for any reason, the Subrecipients are required to make good faith efforts to find another DBE subcontractor to substitute for the original DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the Grant IGA goal RTD has established for this project. 49 CFR Part 26.53 shall serve as the criteria for evaluating compliance with the good faith efforts requirements. If RTD finds that good cause does not exist to terminate the DBE firm, RTD will provide a written denial of the request to terminate/replace the DBE contractor and will immediately request a corrective action plan from the Subrecipient. Please note that if a contractor elects to terminate, substitute and or reduce the scope of work initially committed to a DBE without the approval or consent of RTD, this constitutes a material breach of a contract as set forth under 49 C.F.R. §26.13.

E. As required by FTA, RTD sets a triennial overall goal for DBE participation that includes the use of race-conscious and race-neutral means, an analysis and a methodology and it intends to comply and meet its overall DBE goal on an annual basis. This Grant IGA contains a DBE participation goal (race-conscious means) and is awarded in reliance upon the Subrecipient's representations/good faith commitments and understanding that they must comply with their DBE commitments in this project through subcontracting with DBEs and attain such DBE participation levels in addition to all other Subrecipient's representations, certifications and submittals as required by DBE Contract Requirements, of this Grant IGA.

F. The Subrecipient shall cooperate with RTD in its efforts to level the playing field for DBEs and will use the good faith efforts as defined by RTD and federal regulations codified at 49 CFR Part 26 to ensure that DBEs shall have an opportunity to compete for subcontract work under this Grant IGA. The Subrecipient shall assist RTD in verifying compliance with the DBE participation requirements of this Grant IGA, if any, by submitting status reports itemizing payments to all DBE subcontractors with each monthly request for payment on a form(s) supplied by RTD. The Subrecipient shall require its lower tier subcontractors/suppliers to cooperate with any audits, reviews or investigations conducted by RTD and its agents in an effort to determine compliance/non-compliance with the DBE Program requirements. Upon Grant completion, the Subrecipient shall submit a summary of payments, by subcontract, made to all subcontractors/suppliers to RTD's Small Business Office (SBO) regardless of the tier which the DBE may participating

#### **FTA 7 INCORPORATION OF FTA TERMS**

The provisions of this Grant IGA include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the Grant IGA provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any RTD requests which would cause RTD to be in violation of the FTA terms and conditions. The incorporation of FTA terms has unlimited flow down to all Third Party Participants.

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**Provision 8 applies to AWARDS EXCEEDING \$10,000**

**FTA 8 TERMINATION**

- A. For Convenience. RTD may, by giving at least 14 days' written notice to Subrecipient, terminate this Grant IGA, or suspend performance hereunder, in whole or in part and at any time for RTD's convenience. Subrecipient shall be compensated solely for Work satisfactorily performed prior to the effective date and time of termination or suspension. Subrecipient shall have no right to recover lost profits on the balance of the Work, or any other measure of damages.
- B. For Default. RTD may declare default in Subrecipient's performance of any term of this Grant IGA by giving seven days' written notice to Subrecipient specifying with particularity the basis for such default. Subrecipient shall deliver a response in writing to RTD within five days of Subrecipient's receipt of RTD's default notice setting forth a reasonable proposal to cure or to prevent repetition of the default. If Subrecipient fails to timely respond to the notice of default, fails to cure the default, or if the default occurs again on any Work performed (or which should have been performed) during the remainder of the Grant IGA term (including options), RTD shall have the right to terminate this Grant IGA for default by written notice. RTD is not required to provide subsequent written notices of default for recurring instances of default already brought to the attention of Subrecipient in a written notice. In the event of such termination for default, Subrecipient shall be compensated solely for Work satisfactorily performed prior to the effective date and time of termination. RTD may proceed with the Work by contract or otherwise and the additional cost to RTD of completing the Work shall be deducted from any sum due Subrecipient. If after termination for default it is determined that Subrecipient was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for RTD's convenience. The foregoing shall be in addition to any other legal or equitable remedies available to RTD.
- C. Suspension of Work. RTD may suspend the performance of Subrecipient by giving Subrecipient seven days' written notice. Upon Subrecipient's receipt of notice of suspension of Work, Subrecipient shall perform no further Work and RTD will not be required to reimburse Subrecipient for any costs incurred subsequent to Subrecipient's receipt of notice of suspension and prior to notice to resume Work, if any. Suspension of Work may be in whole or in part, as specified by RTD. Subrecipient shall continue to submit invoices for Work performed. If after six months of suspension, RTD has not given Subrecipient notice to resume Work, Subrecipient is entitled to request in writing that RTD either (1) amend the Statement of Contract Cost or (2) terminate the Grant IGA pursuant to "Termination for Convenience." If suspension for more than six months is not due in any part to the fault of Subrecipient, RTD shall be required to amend or terminate the Grant IGA. No amendment to the Statement of Contract Cost shall be made under this Article if suspension, delay, or interruption is due to the fault or negligence of Subrecipient, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Grant IGA.

**Provision 9 applies to AWARDS EXCEEDING \$25,000**

**FTA 9 DEBARMENT AND SUSPENSION**

- A. If this Grant IGA or a Third Party Contract is valued at \$25,000 or greater, it is a covered transaction for purposes of 2 C.F.R. Part 180, subpart C. As such, Subrecipient is required to verify that none of its Third Party Participants, its principals, as defined at 2 C.F.R. Part 180.995, or affiliates, as defined at 2 C.F.R. Part 180.905, are excluded or disqualified as defined at 2 C.F.R. Part 180.940 and 2 C.F.R. Part 180.935.
  - B. **Subrecipient is required to comply with 2 C.F.R. Part 180, Subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200.**
  - C. Subrecipient must include the requirement to comply with 2 C.F.R. Part 180, Subpart C in any lower tier covered transaction it enters into.
  - D. By accepting this Grant IGA, Subrecipient is certifying as follows:
    - 1. **The certification in this clause is a material representation of fact relied upon by RTD. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to RTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Subrecipient agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C throughout the period of this Grant IGA.**
    - 2. Subrecipient further agrees to require each Third Party Participant to include a provision in each lower tier covered transaction of \$25,000 or greater ensuring that each lower tier Third Party Participant:
      - a) **Complies with federal debarment and suspension requirements, and**
      - b) **Reviews the SAM at [HTTPS://www.sam.gov](https://www.sam.gov) , if necessary to comply with U.S.DOT regulations, 2 C.F.R. part 1200.**
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**Provisions 10 through 13 apply to AWARDS EXCEEDING THE SIMPLIFIED ACQUISITION THRESHOLD (\$150,000)**

**FTA 10 BUY AMERICA**

DELETED

**FTA 11 RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION**

A. Except as otherwise provided in this Grant IGA, any dispute arising hereunder concerning a question of fact that is not disposed of by agreement shall be decided by RTD's General Manager, or his or her delegate. Subrecipient will be notified of the decision in writing. To the extent allowable by law, any such decision shall be final, conclusive, and not subject to judicial review unless shown to be fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith.

B. This Article does not preclude judicial consideration of questions of law. Nothing in this Grant IGA shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

C. All costs, expenses and attorney fees incurred by Subrecipient in connection with any appeal, suit or claim regarding a dispute that is brought by Subrecipient shall be paid by Subrecipient.

D. The duties, obligations, rights, and remedies provided by the Grant IGA shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Unless otherwise directed by RTD, Subrecipient shall continue performance under this Grant IGA while matters in dispute are being resolved.

**Provisions 12-14 apply to AWARDS EXCEEDING \$100,000 BY STATUTE**

**FTA 12 LOBBYING**

Subrecipient and all Third Party Participants who apply or bid for an award of \$ 100,000 or more shall file the certification. Each tier certifies to the tier above that it will not use and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352 (Byrd Anti-Lobbying Amendment). Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to RTD. Subrecipient should contact RTD for the appropriate certification or retrieve a copy from the FTA <https://www.transit.dot.gov/funding/grantee-resources/certifications-and->

[assurances/certifications-assurances](#). Also, FY 2017 certificates are attached hereto in EXHIBIT E.

#### FTA 13 CLEAN AIR

- A. Subrecipient 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. Subrecipient agrees to report each violation to RTD and understands and agrees that RTD will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. Subrecipient also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

#### FTA 14 CLEAN WATER

- A. Subrecipient 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. Subrecipient agrees to report each violation to RTD and understands and agrees that RTD will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
  - B. Subrecipient also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.
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**Provisions 15 and 16 apply for the TRANSPORT OF PROPERTY OR PERSONS**

**FTA 15 CARGO PREFERENCE**

**(Rolling Stock, Construction and Materials/Supplies)**

**The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.**

**DELETED**

**FTA 16 FLY AMERICA**

In the performance of Contracts that utilize FTA participation in the cost of international air transportation, 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 C.F.R. Part 301-10, subpart B, 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. 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. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

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**Provisions 17 through 21 apply to CONSTRUCTION ACTIVITIES**

**FTA 17 CONSTRUCTION EMPLOYEE PROTECTIONS – DAVIS-BACON ACT**

**(Awards that exceed \$2,000)**

DELETED

**FTA 18 CONSTRUCTION EMPLOYEE PROTECTIONS – CONTRACT WORK HOURS &  
SAFETY STANDARDS ACT**

**(for construction contracts that exceed \$100,000)**

DELETED

**FTA 19 CONSTRUCTION EMPLOYEE PROTECTIONS – COPELAND ANTI-KICKBACK  
ACT**

DELETED

**FTA 20 BONDING FOR CONSTRUCTION ACTIVITIES EXCEEDING \$100,000**

DELETED

**FTA 21 SEISMIC SAFETY**

DELETED

**FTA 22 VETERANS EMPLOYMENT**

DELETED

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**Provision 23 applies to NONCONSTRUCTION ACTIVITIES**



**FTA 23 NONCONSTRUCTION EMPLOYEE PROTECTION – CONTRACT WORK HOURS &  
SAFETY STANDARDS ACT**

**(for all turnkey, rolling stock and operational contracts {except transportation services  
contracts and open market contracts} exceeding \$100,000.)**

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DELETED

**Provisions 24 through 28 apply to TRANSIT OPERATIONS**

**FTA 24 TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS**

DELETED

**FTA 25 CHARTER BUS OPERATIONS**

DELETED

**FTA 26 SCHOOL BUS OPERATIONS**

DELETED

**FTA 27 DRUG USE AND TESTING**

DELETED

**FTA 28 ALCOHOL MISUSE AND TESTING**

DELETED

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**Provisions 29 through 30 apply to PLANNING, RESEARCH, DEVELOPMENT, AND  
DEMONSTRATION PROJECTS**

**FTA 29 PATENT RIGHTS**

**A. General. Subrecipient agrees that:**

- (1) Depending on the nature of the Project, the Federal Government may acquire rights when the Recipient (RTD), Subrecipient or Third Party Participant produces a patented or patentable invention, improvement, or discovery.
- (2) The Federal Government's rights arise when the patent or patentable information is conceived under the Project, or reduced to practice under the Project.
- (3) When a patent is issued or patented information becomes available as described in the preceding paragraph A(1) of this Article, the RTD agrees to notify FTA immediately, and provide a detailed report satisfactory to FTA.

**B. Federal Rights. Subrecipient agrees that:**

- (1) Its rights and responsibilities, and those of each third party participant, in that invention, improvement, or discovery will be determined as provided by Federal laws, regulations, and directives, including any waiver thereof.
- (2) Unless the Federal Government determines otherwise in writing, irrespective of its status or that of any Third Party Participant as a large business, small business, State government, State instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, Subrecipient and its Third Party Participants agree to transmit the Federal Government's patent rights to FTA as specified in 35 U.S.C. 200 *et seq.*, and 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).

**C. License Fees and Royalties. As permitted by 49 C.F.R. Parts 18 and 19:**

- (1) License fees and royalties for patents, patent applications, and inventions derived from Project are program income.
- (2) RTD has no obligation to the Federal Government with respect to those license fees or royalties, except for compliance with 35 U.S.C. 200 *et seq.*, which applies to patent rights developed under a federally funded research-type project, and as FTA determines otherwise in writing.

**FTA 30 RIGHTS IN DATA AND COPYRIGHTS**

**A. Definition of Subject Data. As used in this Article, "Subject Data" means recorded information that:**

- (1) Copyright. Are copyrighted or not copyrighted,
- (2) Delivery. Are delivered or specified to be delivered by the underlying Agreement, and

(3) Examples include, but are not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information.

(4) Exceptions. "Subject data" do not include financial reports, cost analyses, or other similar information used for Project administration.

B. General. The following restrictions apply to all Subject Data first produced in the performance of the underlying Agreement:

(1) Prohibitions. The Recipient (RTD) may not publish or reproduce Subject Data in whole or in part, or in any manner or form, or permit others to do so.

(2) Exceptions. The restrictions on publication of Subsection B(1) of this Article do not apply to publications or reproductions for the Recipient's own internal use, to an institution of higher learning, to the portion of the data that the Federal Government has previously released or approved for release to the public, or to the portion of the data that has the Federal Government's prior written consent for release.

C. Federal Rights in Data and Copyrights. The Recipient agrees as follows:

(1) License Rights. The Recipient must provide the Federal Government a license to "Subject Data" that is royalty-free, non-exclusive, and irrevocable.

(2) Uses. The Federal Government's license must permit it to reproduce the Subject Data, publish the Subject Data, otherwise use the Subject Data, and permit others to use the Subject Data for Federal Government purposes.

(3) Federal Government Purposes. As used in this Article, "for Federal Government purposes" means that the Federal Government may use its license only for its own direct purposes, and the Federal Government may not provide or otherwise extend to other parties, without the copyright owner's consent, its license to any Subject Data developed and funded at any tier through the underlying Agreement, and any rights of copyright to which the Recipient or third party participant purchases ownership using Federal funds.

D. Special Federal Rights in Data for Research, Development, Demonstration, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its third party participants. Therefore, the Recipient agrees that:

(1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet.

- (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request.
- (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its third party participants at any tier of the Project, either FTA's copyright to the Subject Data or a copy of the Subject Data, except as FTA determines otherwise in writing.
- (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA.
- (5) Incomplete Project. If the project is not completed for any reason whatsoever, all data developed under the Project becomes "subject Data" and must be delivered as the Federal Government may direct.
- (6) Exception. This Subsection D does not apply to an adaptation of automatic data processing equipment or program that is both for the Recipient's use, and acquired with FTA capital program funding.

E. License Fees and Royalties. Consistent with applicable US DOT Common rules:

- (1) Subrecipient agrees that license fees and royalties for patents, patents applications, and inventions produced with federal assistance provided through the Grant IGA are program income and must be used in compliance with applicable federal requirements.

F. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that:

- (1) Violation by Recipient. Except as prohibited or otherwise limited by State law, it will indemnify, save, and hold harmless the Federal Government's officers, employees, and agents acting within the scope of their official duties, against any liability, including costs and expenses,
  - (a) If it willfully or intentionally violates any Proprietary rights, Copyrights, or Right of privacy,
  - (b) Occurring from any of the following uses of Project data: Publication, Translation, Reproduction, Delivery, Use, or Disposition.
- (2) Violation by Federal Officers, Employees or Agents. The Recipient will not be required to indemnify the Federal Government for any liability described in the preceding paragraph F(1) caused by the wrongful acts of Federal employees or agents.

G. Restrictions on Access to Patent Rights. Nothing in this Article pertaining to rights in data either:

- (1) Implies a license to the Federal Government under any patent, or

- (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.
- H. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that it may need to provide data developed without any Federal funding or support to FTA.
- (1) Protections. paragraphs A, B, C, and D of this Article do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project.
- (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding or support from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential."
- I. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by:
- (1) The Freedom of Information Act, 5 U.S.C. § 552,
- (2) Another Federal law requiring access to Project records,
- (3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or
- (4) Other Federal regulations requiring access to Project records.
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**Provision 31 applies ONLY to States and Organizations that are being funded directly by the State with FTA grant funds.**

**FTA 31 SPECIAL NOTIFICATION REQUIREMENT FOR STATES**

DELETED

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**MISCELLANEOUS SPECIAL REQUIREMENTS**

**FTA 32 ENERGY CONSERVATION**

**(applies to all contracts)**

Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan, if any, issued in compliance with the Energy Policy and Conservation Act.

**FTA 33 RECYCLED PRODUCTS**

**(Contracts when procuring \$10,000 or more per year of items designated by EPA)**

Subrecipient agrees to comply with all the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA), (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

**FTA 34 CONFORMANCE WITH NATIONAL ITS ARCHITECTURE**

**(Contracts and solicitations for ITS projects)**

DELETED

**FTA 35 ADA ACCESS**

**(Contracts for rolling stock or facilities construction/renovation)**

- A. RTD must comply with: 49 U.S.C. § 5332, which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities; all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act of 1990 (ADA), as amended; 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq.,

which requires that buildings and public accommodations be accessible to individuals with disabilities.

- B. All deliverable items provided by the Subrecipient for RTD under this Contract shall comply with the above-referenced laws as well as all other applicable federal, state and local regulations and directives and any subsequent amendments thereto.

#### **FTA 36 ASSIGNABILITY CLAUSE**

##### **(Procurements through assignments)**

Neither RTD nor the Subrecipient shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other.



**Provisions 37 through 39 apply to ROLLING STOCK PROCUREMENTS**

**FTA 37 BUS TESTING**

DELETED

**FTA 38 PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS**

DELETED

**FTA 39 TVM CERTIFICATION**

DELETED

**TRAFFICKING IN PERSONS - FTA MASTER AGREEMENT 4(G)**

Subrecipient agrees to comply with all applicable federal requirements and applicable guidance, now in effect or that may become effective the future, including Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. Section 7104(g) and 2 C.F.R. part 175 and agrees to inform FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in section 4.(g)(4) of the Master Agreement.

**EXHIBIT C**  
**(Civil Rights/EEO/DBE Requirements)**  
**Version 4.0 September 7, 2017**

**DBE Contract Requirements**  
**Civil Rights: Equal Employment Opportunity**  
**and DBE Program Requirements**  
**RFP/IFB**

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## **APPENDICES**

### **B. DBE Enclosures**

Enclosure 1A	DBE Affidavit
Enclosure 1B	DBE Affidavit
Enclosure 2	Schedule of DBE Subcontractor Participation
Enclosure 3	Letter of Intent to Perform as a Subcontractor
Enclosure 4	Solicitation Statistics
Enclosure 5	Employer Certification of Workforce
Enclosure 6	Disadvantaged Business Outreach
Enclosure 7	DBE Unavailability Certification
Form E	Monthly DBE Participation Report

## PART A

### SPECIFIED FEDERAL REQUIREMENTS

The Contractor/Consultant shall perform its obligations and shall require each Subcontractor regardless of the tier to perform its respective obligations under this Contract and the Subcontract(s) in accordance with the following requirements. The Contractor shall insert this Part A, DBE Contract Requirements and all flow-down provisions as detailed in this DBE Contract Requirements into each Subcontract regardless of the tier.

#### 1. CIVIL RIGHTS REQUIREMENTS APPLICABLE TO THE CONTRACT

##### 1.1 CIVIL RIGHTS

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, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity – RTD is an equal opportunity employer. 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, 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 CFR Parts 60 *et seq.*, (which implements 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 activities undertaken in the course of this Contract. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, disability, national origin, age, sexual orientation, gender identity or status as a parent. 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, 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, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, 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, 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 CFR Part 1630, pertaining to employment

of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

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

**During the performance of this contract, the contractor or subcontractor:**

(i) Will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, disability, age, sexual orientation, gender identity or status as a parent. The contractor will ensure that equal employment opportunity is afforded to all applicants in recruitment and employment, and that employees are treated fairly, during employment, without regard to their race, color, religion, national origin, sex, disability or age. Such equal employment opportunity 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.

(ii) Will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability or age. The contractor agrees to comply with any regulations promulgated by the EEOC, OFCCP, Department of Labor, Department of Justice; the Regional Transportation District, Colorado Revised Statutes and all other relevant state and local laws.



**PART B**  
**DISADVANTAGED BUSINESS ENTERPRISE**  
**PROGRAM REQUIREMENTS**

**1. DEFINITIONS**

Unless the context requires otherwise, capitalized terms used in this DBE Contract Requirements shall have the meanings given to them in the Instructions to Proposers. However, if there is a conflict, the definitions in this section shall prevail. In addition, the following capitalized terms shall have the meanings set out below:

***Bidder/Proposer*** means a firm or a person submitting a bid or proposal in response to a solicitation by RTD.

***Contract Goal (DBE goal)*** means a goal determined by such factors as the type of work involved, the location of the work and the availability of DBEs for the work of the particular contract.

***Contractor*** means any Project Contractor that subcontracts with a DBE for performance of the Work, as applicable.

***Commercially Useful Function (CUF)*** occurs when a DBE firm is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved in substance as contemplated by the federal regulations codified at 49 CFR Part 26. The DBE firm must also be responsible for materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) and paying for the materials itself. Additionally, for a DBE to be considered as performing a commercially useful function, a DBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force.

***Disadvantaged Business Enterprise (DBE)*** means each of the following:

- (a) A firm that is at least 51% owned and controlled by one or more Socially and Economically Disadvantaged individuals or, in the case of a corporation, such individuals must own at least 51 percent of each class of voting stock outstanding and 51 percent of the aggregate of all stock outstanding; In the case of a partnership, 51 percent of each class of partnership interest must be owned by socially and economically disadvantaged individuals; In the case of a limited liability company, at least 51 percent of each class of member interest must be owned by socially and economically disadvantaged individual(s);
  - (i) Whose personal net worth does not exceed \$1,320,000. The personal net worth excludes the equity of the eligible principal's primary residence and the equity of the eligible principal's applicant firm,
  - (ii) Whose average annual gross receipts over the previous 3 fiscal years cannot exceed \$23.98 million (the cap on statutory gross receipts),
  - (iii) Who meets the ownership and control criteria as set forth under 49 CFR Part 26.
  - (iv) Who meets the group membership criteria as defined under 49 CFR Part 26 or is able to prove social disadvantage,

- (v) Whose firm is certified as a “Disadvantaged Business Enterprise” in the state’s Unified Certification Program.

***DBE Enclosures*** means the forms provided in Appendix B of this DBE Contract Requirements.

***DBE Goals*** has the meaning given to it in Section 3.1 of this DBE Contract Requirements.

***DBE Liaison*** means a representative of the Contractor with direct and independent access to the Contractor’s project manager and/or chief operating officer. This can be a collateral duty. The DBE Liaison has management responsibility for implementing, managing and reporting on achievement of the DBE goals, ensuring compliance with 49 CFR Part 26, communicating to subcontracting businesses and developing supportive services activities at all tiers. The DBE Liaison is also responsible for serving as the point of contact with RTD’s Small Business Office for all reporting, submission of properly completed forms/documents, and for responding to any compliance related issues/matters.

***DBE Participation Report*** has the meaning given to it in Section 3.10 of this DBE Contract Requirements.

***DBE Plan*** means a required plan, prepared by or on behalf of the Contractor as required by RTD in the procurement documents that describes how the Contractor plans to satisfy requirements set forth in this Part B of the DBE Contract Requirements.

***Small Business Office*** or ***SBO*** means the RTD Department responsible for administering the DBE and SBE Programs.

## 2. OVERVIEW OF RTD'S DBE PROGRAM POLICY

RTD's policy is to ensure nondiscrimination in the award and administration of the District's construction contracts, professional services contracts, and in the procurement of common goods and services. The Contractor shall comply with and implement requirements of RTD's DBE Program and 49 CFR Part 26 in the award and administration of Subcontracts under this Agreement. The Contractor shall not discriminate on the basis of race, color, religion, national origin, sex, age, or disability in the administration and performance of this Contract. The Contractor shall ensure that the nondiscrimination clause(s) found in Part A of this document as well as the flow-down provisions found in Section 4 of this DBE Contract Requirements are incorporated in all DBE subcontract agreements regardless of tier. It is RTD's intention to create a level playing field on which DBEs can compete fairly for federally funded contracts. Failure by the Contractor to comply with or implement these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as RTD deems necessary. These legal remedies may include but is not limited to: withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the contractor from future bidding as non-responsible (see 49 CFR Part 26.13). RTD's commitment to DBE Goals is not intended to and shall not be used as a justification to discriminate against any qualified company or group of companies.

### **Additionally, it is important to note and restate applicable requirements of DBE firms:**

- A. DBE Size standards: The cap on statutory gross receipts of DBE firms eligible to participate in the program over the previous 3 fiscal years cannot exceed \$23.98 million. This amount includes any affiliate businesses owned in whole or part by any applicant owner or stockholder regardless of their ownership interest.
- B. The personal net worth of the eligible principal(s) must be less than \$1,320,000 (on an individual basis) - excluding the equity of the eligible principal(s) primary residence and the equity of the eligible principal's firm. At least 51% of the owners/stockholders must meet the personal net worth criteria for the business to be eligible. Applicants cannot transfer ownership solely for the purpose of qualifying for the DBE Program. If it comes to RTD's attention, that there has been a transfer of an owner's assets, RTD may request the certifying authority under the Colorado UCP to evaluate transfers of ownership within the past two years to determine compliance with the personal net worth requirements. Additionally, the socially disadvantaged owner may be disqualified if there is evidence that he or she is not economically disadvantaged due to assets and resources that indicate an ability to accumulate substantial wealth based on specific factors, similar to those used by the Small Business Administration (SBA), that are set out in the DBE regulations. (see 49 CFR Part 26.67(b))
- C. To count a Disadvantaged Business' participation toward the goal established for this contract or the commitments to the percentage of certified DBE utilization made by the prime contractor, the proposed DBE(s) must be certified as a DBE(s) with the City and County of Denver or CDOT (Colorado UCP) under the NAICS code that coincides with the scope of work that they will execute in the project. The DBE firm must be certified as a DBE and perform a "commercially useful function" as defined in this DBE Contract Requirements. Prime contractors should also be sure that the DBE is certified as of the date that RTD receives this bid/proposal unless some other time frame is required by the nature of the project delivery method, project duration or when the DBE is approved by RTD to be added to the Contractor's Schedule of Participation.

### **3. GENERAL REQUIREMENTS**

#### **A. DBE GOALS AND GOOD FAITH EFFORTS**

- i. Unless otherwise indicated in the Contract or an addendum to the Contract, for Invitations for Bids (IFB), the contract will be awarded to the lowest responsive and responsible bidder. For Request for Proposals (RFP) with best value criteria, the contract will be awarded to the responsive and responsible proposer or proposers who best meet the Evaluation Criteria, cost and other factors considered (including DBE Program requirements and DBE approach/strategy). A bidder/proposer who fails or refuses to complete and return the required enclosures to this DBE Contract Requirements will be deemed non-responsive. The specified DBE participation goal applies to all post selection negotiations. The contractor's commitment to the percentage of certified DBE utilization during the term of this contract will be stated in the DBE Affidavit (Enclosure 1A). All extensions, amendments, change orders and options of the contract are subject to review by RTD's SBO. The SBO may determine that a modification may impact the Contractor's ability to comply with its initial commitment. However, a partial waiver of the goal will not be considered until the end of the contract and the totality of the Contractor's compliance efforts are assessed to determine its ability to comply with the initial commitment. The SBO will evaluate all decisions to self- perform scopes of work where DBE availability was present, yet not solicited, not utilized or disregarded.
- ii) RTD has specified the DBE Participation goal on this project as found in Appendix B Enclosure 1A - DBE Affidavit. Bidders/proposers must make adequate good faith efforts to meet this goal in order to be deemed as a responsive and responsible bidder. Award of the contract will be conditioned on meeting the requirements of this section. 49 CFR Part 26.53 and Appendix A of 49 CFR Part 26 shall serve as the criteria for evaluating compliance with the good faith efforts requirements. Additionally, bidders/proposers are required to solicit the support and assistance of RTD's SBO if they are unable to meet the DBE participation goal assigned to this contract. The bidders/proposers can meet this requirement in one of two ways:
  - iii) First, the bidder/proposer can meet the DBE participation goal assigned to this contract by demonstrating and documenting their commitments for participation by DBEs for at least the total percentage of the DBE goal assigned to this contract, or a percentage that exceeds the goal for the project. 49 CFR Part 26.53 explains the procedures that recipients/agencies such as RTD should follow in this situation. For purposes of this section, RTD will only accept DBE(s) that are currently certified with the City and County of Denver or CDOT (Colorado UCP) under the NAICS code that coincides with the scope of work that they will execute in this project. All DBEs must be certified prior to the bid/proposal submission, except in a "design-build" or "turnkey" contracting situation or some on-call or task order contracts where RTD will explain its procedures in section 3 of this document. RTD requires that all bidders/proposers submit the following information to RTD, under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures:

- a. The names and addresses of DBE firms that will participate in the contract; (please include DBE current certification letters issued by the Colorado UCP);
  - b. Description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract; (this is RTD Enclosure 2 – DBE Schedule of Participation and Enclosure 3 - DBE Letter of Intent, also please include DBE current certification letters issued by the Colorado UCP);
  - c. The dollar amount of the participation of each DBE firm participating; (This is included on RTD Enclosure 2 - DBE Schedule of Participation and Enclosure 3 - DBE Letter of Intent);
  - d. Written documentation of the bidder/proposer’s commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and (this is covered under RTD Enclosure 1A or 1B – DBE Affidavit as well as Enclosure 3 - DBE Letter of Intent);
  - e. Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the bidders’/proposers’ commitment. (This is included on RTD Enclosure 3 - DBE Letter of Intent).
- iv) Second, if the bidder/proposer does not meet the DBE goal identified in this contract, or is able to only meet part of this goal, they must document adequate good faith efforts. Appendix A to 49 CFR part 26 clearly states, “this means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.” Additionally, 49 CFR Part 26.53 explains the good faith efforts procedures that recipients/agencies such as RTD should follow when a bidder/proposer does not meet the goal.

The following are a list of information that bidders/proposers must submit as proof of good faith efforts along with RTD Enclosure 6 – Disadvantaged Business Outreach and Enclosure 7 – DBE Unavailability Certification form. Bidders/proposers are expected to document adequate/sufficient good faith efforts to meet the DBE goal.

The kinds of efforts that are considered demonstrative of a “good faith” effort include, but are not limited to, the following:

- a. Whether the bidders/proposers solicited through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidders/proposers must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidders/proposers must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- b. Whether the bidders/proposers selected portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

- c. Whether the bidders/proposers provided interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- d. Whether the bidders/proposers negotiated in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. The fact that a bidder/proposer may perform 100% of the work with its own workforce is not sufficient justification to fail to negotiate with DBEs or not to meet the DBE participation goal assigned to a project.
- e. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
- f. Whether the bidders/proposers made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- g. Whether the bidders/proposers made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- h. Whether the bidders/proposers effectively used the services of available minority/women community organizations, contractors' groups and other organizations to provide assistance in the recruitment and placement of DBEs, including RTD's SBO.
- i. Whether other bidders/proposers on the procurement met the DBE goals and submitted an acceptable DBE Plan demonstrating compliance with the DBE Program requirements for a design-build project.
- j. Bidders/proposers are required to submit copies of each DBE and non-DBE subcontractor quotes submitted to them when a non-DBE subcontractor was selected over a DBE for work on the contract so RTD SBO can review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts. A bidder/proposer will not be deemed to demonstrate good faith if it rejects a DBE simply because it is not the low bidder, or if it is unable to find a replacement DBE at the original price. It is important to note that a complete good faith efforts procedure is described under 49 C.F.R. §26.53 for further guidance and review.
- v) All good faith efforts information must be complete and accurate and adequately documented by the bidders/proposers and shall be submitted with the bid/proposal.

To award a contract to a bidder/proposer that has failed to meet the DBE contract goals, the RTD SBO Manager will decide whether the contractor made a "good faith effort" to actively, effectively and aggressively seek DBEs to meet those goals prior to bid/proposal submission and in its commitments as set forth in their Schedule of Participation or DBE Plan to continue its efforts to meet the DBE participation goals for subsequent phases of the project. Contractors are also responsible for collecting good faith efforts documentation of all major non-DBE subcontractors/suppliers as part of their responsibility to implement the DBE Program. If, after reviewing the "good faith efforts"

documentation submitted by the bidder/proposer, the RTD SBO Manager determines that good faith efforts were met, the contract will be recommended for award to the responsive and or responsible bidder/proposer.

- vi) If RTD determines that the apparent successful bidder/proposer has failed to meet the DBE goal or make adequate/sufficient good faith efforts, before awarding the contract, RTD will provide the bidder/proposer an opportunity for administrative reconsideration.
  - a. The bidder/proposer will be informed in writing that their submittal was deemed non-responsive to the DBE Contract Requirements and will not be considered for contract award. The bidder/proposer may appeal the decision of the RTD SBO Manager to the reconsideration official(s). If the bidder/proposer wishes to appeal, they must do so in writing to the RTD Senior Manager of Materials Management within 5 business days of being informed of the decision of the RTD SBO Manager that their submission was non-compliant. As part of this reconsideration, the bidder/proposer must have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so.
  - b. If the decision of the SBO Manager is appealed in writing, within the 5day submission window, the reconsideration official(s) will review the documentation initially submitted by the contractor – and no other information under this Section to decide whether the DBE requirements have been satisfied through “good faith efforts”. The reconsideration official will be a member of RTD staff who did not take part in the initial “good faith efforts” decision.
  - c. If the written appeal request is received after the 5 business day submission window, it will be disallowed and the determination of the RTD SBO Manager that the submission was non-compliant will stand.
  - d. The bidder/proposer will have the opportunity to meet in person with RTD’s reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so.
  - e. If the reconsideration official(s) determines that “good faith efforts” were met, the contract will be recommended for award to the contractor. If the reconsideration official(s) determines that the contractor has failed to meet the good faith effort requirements, the contractor will be informed in writing. RTD will send the bidder/proposer a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.
  - f. The result of the reconsideration process is not administratively appealable to the Department of Transportation.
  - g. The reconsideration official will review the documentation initially submitted – and no other information - under this Section to decide whether the DBE requirements have been satisfied through good faith efforts.

**B. MULTI-YEAR DESIGN BUILD AND OTHER ALTERNATIVE METHOD DBE (CMGC, CM AT RISK, ETC.) PROJECT REQUIREMENTS**

In a design-build or other alternative method procurement, the Bidder/Proposer must make the good faith efforts to meet or exceed the specified project DBE goal at the time of bid or proposal submission. To be considered a responsive bidder/proposer, when a DBE goal is specified for design-build and or other multi-year or other alternative method procurement projects, a bidder/proposer must meet the goal referred to in the bid specification by committing to meet the DBE participation goal for each phase of the design build or other alternative method project process in its DBE Plan, specifically identifying certified DBE firms that will be performing services or providing supplies in the first year of the design/build or other alternative method contract (in both the design and construction phases, as applicable) and DBE Contract Requirements enclosures or make a good faith effort to attain the goal. The documentation evidencing good faith efforts shall be submitted with the bid/proposal. At a minimum, the bidder/proposer must identify the value of both the design and construction services to be spent during the first year (unless a greater timeframe is specified/required) in the instructions to bidders/proposers. If awarded the contract, the contractor/consultant is required to make good faith efforts to fulfill their commitment to DBE/s participation/utilization throughout the duration of the contract.

**C. OTHER MULTI-YEAR DBE PROJECT REQUIREMENTS**

In other multi-year procurement with base contract scope and base contract value as well as optional scope of work and optional additional years of performance, the Bidder/Proposer must make the good faith efforts to meet or exceed the specified project DBE goal at the time of bid or proposal submission. To be considered a responsive bidder/proposer, when a DBE goal is specified for these types of multi-year projects, a bidder/proposer must meet the goal referred to in the bid specification by committing to meet the DBE participation goal for the base contract value and the base scope of work, specifically identifying certified DBE firms that will be performing services or providing supplies within the allotted defined base contract and submit the DBE Contract Requirements enclosures or document its good faith efforts to attain the goal.

The bidder/proposer is also expected to submit a DBE Program Plan as described in Section 3 Part E of this DBE Contract Requirements explaining how the bidder/proposer intends to fulfill their DBE requirements and commitments if the optional year/s and optional scopes of work are exercised/awarded in the future. Please also note that specific questions related to the DBE Program Plan will be placed on the Evaluation section and this DBE Plan will be evaluated.

The successful contractor/consultant is expected to make good faith efforts to engage and utilize DBEs if any of the optional year/s and optional scopes of work are exercised/awarded and they will be expected to revise and submit updated Enclosures 2 and Enclosures 3 with each optional year/s and each optional scopes of work that are exercised. The DBE utilization/good faith efforts will be reviewed each time an optional year/s is exercised and each time optional scopes of work are awarded to determine if they are in compliance with 49 CFR Part 26 as well as the terms of this DBE Contract Requirements. Additionally, the successful contractor/consultant is required to make good faith efforts to fulfill their initial commitment to DBE/s participation/utilization throughout the entire contract duration.



**D. TASK ORDER OR ON-CALL DBE CONTRACT REQUIREMENTS**

In a task order or on-call procurements, the bidder/proposer must make the good faith efforts to meet or exceed the specified project DBE goal at the time of bid or proposal submission. To be considered a responsive bidder/proposer, when a DBE goal is specified for a task order or on-call project, a bidder/proposer is required to make the good faith efforts to meet the DBE goal identified in the bid solicitation by committing to meet the DBE participation goal for the project and identifying some of the certified DBE firms that will be performing services or providing supplies for the initial projects that were identified in the RFP/IFB or documenting good faith efforts to attain the goal as referenced in section 3 of this document under 'general requirements – DBE goals and good faith efforts'. 49 CFR part 26.53 and Appendix A of 49 CFR part 26 shall serve as the criteria for evaluating compliance with the good faith efforts requirements. The documentation evidencing good faith efforts shall be submitted with the bid/proposal.

The bidder/proposer should only specify the scope of work that the DBE/s will perform in the project if RTD has determined and confirmed those specific initial tasks or projects will be awarded. Otherwise, if RTD cannot confirm that a particular task or project will be awarded, then the bidder/proposer should indicate 'to be determined/TBD' under the scope of work that the DBE/s will perform. The bidder/proposer should never specify dollar values or make commitments to utilize DBEs for a specific contractual amount on a task order or on-call projects as it is not known at the time of the bid/proposal by RTD which tasks or projects will be awarded and what values will be associated with those tasks. Therefore, the bidder/proposer should indicate 'to be determined/TBD' under the agreed price to be paid to the DBE/s.

The bidder/proposer is required to submit a DBE Program Plan explaining how they will do outreach and engage DBEs, specific to each individual task, and describe how they intend to fulfill their DBE commitments throughout the life of the task order/on-call contract. Section 3 Part E of this DBE Contract Requirements shall serve as a guide of what a DBE Plan should include. Please note that your answers to specific questions related to the DBE Program Plan will be evaluated. The bidder/proposer must explain how they intend to fulfill their DBE requirements and commitments if any tasks are exercised/awarded in the future.

The successful contractor/consultant is expected to make good faith efforts to engage and utilize DBEs if any of the tasks are exercised/awarded. They will also be expected to revise and submit updated Enclosures 2 and Enclosures 3 with every tasks that are exercised. The DBE utilization/good faith efforts will be reviewed on each task awarded to determine if they are in compliance with 49 CFR Part 26 and terms of this DBE Contract Requirements. Additionally, the contractor/consultant is required to make good faith efforts to fulfill their initial commitment to DBE/s participation/utilization throughout the entire contract duration.

**E. DBE PLAN**

The DBE Plan & Program is the Proposer's written approach and strategy to the overall administration of their DBE Program (including the expectations of the lower tier DBE contractors). Proposers will be required on all turnkey, Multi-Year Design/Build projects, alternative methods contracts, other Multi-Year projects, On-Call or Task-Order Contracts as well as other specified projects to submit a comprehensive detailed DBE Plan & Program with their

proposal. The DBE Plan & Program is subject to the SBO's approval and must comply with several provisions as defined under 49 CFR Part 26 requirements. The DBE Plan & Program must minimally incorporate the first two years of the Contract and will be required to cover each phase (i.e. design and construction phases, base contract) of the project.

If the Proposer is selected, upon NTP the successful Contractor/Consultant will be required to formalize and use as basis the proposed DBE plan submitted with their RFP to implement their official DBE Plan & Program. The DBE Plan & Program must be reviewed and approved by the RTD SBO. Thereafter, the Contractor/Consultant is required to prepare and submit to the SBO an updated DBE Plan & Program, on an annual basis throughout the project duration.

As it relates to the Proposer/Contractor, the DBE Plan & Program should be innovative and comprehensive and include the following program fundamentals listed below. It should be noted that the following is not an exhausted list as creativity, diversity and originality may cause change within the plan.

- i. Submitting their overall subcontracting process and program;
- ii. Describing how DBE participation will be solicited and incorporated into the Proposer's overall procurement process;
- iii. Promoting a level playing field and non-discrimination, by providing an open and transparent process;
- iv. Identifying how the DBE Liaison Officer will be incorporated into the procurement process;
- v. Incorporating mandatory federal non-discrimination clauses into each subcontract regardless of the tier (Must include the entire clauses included in Part A of this DBE Contract Requirements and cannot simply be a reference to another document);
- vi. Describing a positive approach to business initiatives, support services, bonding assistance, mentoring programs, joint ventures, etc.;
- vii. Defining Good Faith Efforts requirements and evaluation criteria for post award solicitation process;
- viii. Identifying the DBE Plan & Program Annual Update Process;
- ix. Describing the debriefing process, how bid selections are made and keeping record of each;
- x. Describing the prompt payment and release of retainage provisions and ensure compliance with RTD requirements regardless of tier;
- xi. Describing compliance with the removal, replacement, substitution and termination of DBEs as it relates to 49 CFR Part 26.53 (f) and the commitment to not include termination for convenience clauses in any subcontract agreements, regardless of the tier, as this is inconsistent with federal regulations; and
- xii. Describing the monthly reporting relationship with RTD's SBO and compliance with overall reporting requirements.

#### **F. DBE LIAISON**

On a Multi-year project such as Design Build projects and other larger projects selected/determined by RTD SBO, RTD will require in the RFP that a Contractor designate a DBE Liaison. In lower value or shorter duration contracts, the DBE Liaison responsibilities may be a collateral responsibility. The DBE Liaison shall be responsible for the following:

- i. Day-to-day operational components of the DBE Program;

- ii. Effectively responding to and reporting to the RTD SBO on the status of any DBE contractor/supplier;
- iii. Submitting executed DBE subcontracts/purchase orders and any subsequent material amendments thereto to the SBO within thirty (30) days of the Subcontractor Agreement Execution (however, no DBE shall commence any work or provide any material/supply without an executed subcontract/purchase order);
- iv. Submitting a written monthly report detailing the activities and documentation of good faith efforts of the previous month;
- v. Interfacing with the SBO regarding DBEs' issues and obtaining approvals for all DBE replacements, substitutions or terminations;
- vi. Preparing, completing and submitting all required compliance documentation, inclusive of subcontract agreements, schedule of participation enclosure, monthly payment form (Form E); as well as submitting DBE Participation Reports;
- vii. Ensure all contractual requirements of the DBE program inclusive but not limited to non-discrimination clause, prompt payment, termination/substitution/replacement/reduction of scope, changes, non-discrimination are complied with and in their subcontract agreements with all of their subcontractors regardless of tier;
- viii. Carrying out or implementing technical assistance activities so that the playing field is level for DBEs;
- ix. A representative of the Contractor having management responsibility for implementing, managing and reporting on achievement of the DBE Goals, communicating subcontracting, business development and supportive services activity at all tiers, ensuring compliance with the non-discrimination provisions and the affirmative action and equal employment opportunity provisions;
- x. Monitoring lower tier subcontractors and suppliers to ensure that they comply with the DBE Program requirements and the DBE Plan submitted by the prime contractor; and
- xi. The DBE Liaison shall schedule monthly meetings between the Contractor and SBO to provide status updates and address goal attainment, issues or concerns.

#### **G. COUNTING DBE PARTICIPATION**

The DBE participation goal applies to the total value of all work performed under the contract which includes the value of all change orders, amendments and modifications. Any partial waiver determination will be made at or near the conclusion of the contract when the totality of the circumstances can be taken into consideration and the Contractor's efforts can be objectively evaluated. To count DBE participation toward the goal established for this contract, the proposed DBE(s) must be certified as a DBE(s) with the City and County of Denver or CDOT under the appropriate NAICS code that coincides with the scope of work that they will execute on the project/contract. Additionally, the DBE firm must be certified as a DBE and perform a "commercially useful function" as defined in this DBE Contract Requirements. DBE certification does not, however, constitute a representation or warranty by RTD as to the qualification of any listed firm. In accordance with 49 CFR Part 26, RTD will require the total DBE participation

commitment to be achieved in accordance with the following:

- i. DBE proposers can count themselves for self-performance toward meeting the DBE goal, but only for the scope of work that they are certified in as a DBE and at a percentage level they will be actually performing themselves with their own forces;
- ii. Work actually performed by DBEs is deemed to include the cost of materials and supplies purchased and equipment leased by the DBE from non-DBE sources. Work subcontracted can only count if the subcontractor is another DBE;
- iii. The entire fee or commission charged by a DBE, if reasonable and not excessive, will be counted;
- iv. Each DBE must perform a "commercially useful function" to be counted toward the goal and at least 30% of the work must be performed by a DBE of the total cost of its contract for the DBE to be presumed to be performing a "commercially useful function";
- v. Use the following factors in determining whether a DBE trucking company is performing a commercially useful function:
  - (1) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
  - (2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
  - (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
  - (4) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
  - (5) The DBE may also lease trucks from a non-DBE firm, including from an owner- operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers.
- vi. Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:
  - (1) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.
  - (2) If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals. For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. Manufacturers' representatives and packagers shall be counted in

the same manner as brokers; and

(3) In utilizing the DBE participation of a Broker, only the bona fide fees and or commissions earned by them for their performance of a commercially useful function will count toward meeting the project goals. The Proposer must separate the bona fide brokerage fees and or commissions from the actual cost of the supplies or materials provided to determine the actual dollar amount of participation that can be counted towards meeting the goal.

#### H. JOINT VENTURES

- i. A Joint Venture is an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.
- ii. RTD will count toward its DBE goal a portion of the total dollar value of a contract with a joint venture equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward the DBE goal(s) and such services/supplies/NAICS codes are approved for DBE participation credit. The joint venture agreement MUST specify the services, dollar value, reporting structure and details of the DBEs' performance requirements associated with the percentage of the joint venture ownership.

#### 4. FLOW-DOWN PROVISIONS

**While no subcontractor will be considered a third party beneficiary to the Contract between RTD and the prime Contractor, RTD considers all subcontractors of every tier to be agents of the Contractor. Therefore, every contractor of every tier will be held to all the requirements of the Contract. With that understanding, the Contractor is well advised to conform all subcontracts to the terms and conditions found in the RTD Contract. Also, it would be wise to make the RTD Contract available to all subcontractors wanting to review it. At the very least, the Contractor must include the following provisions in their subcontract agreements with their DBE subcontractors as well as ensure that all tiered-subcontractors comply with and insert the provisions of Part A - the Non-discrimination clause, 5., Prompt Payment provisions; 6., Joint Check Utilization; 7., DBE Removal/Termination/Substitution/Reduction of Scope provisions; and 8., Changes.**

The contractor will be required to submit to the RTD Small Business Office all DBE subcontracts/purchase orders within 30 days of the execution of its contract with RTD or issuance of the notice to proceed (whichever occurs first). Throughout any contract or after the award of any RTD contract, including this contract, if the Contractor makes good faith efforts and engages or subcontracts with additional DBEs, the Contractor must get approval from RTD if the Contractor intends to count DBE participation from those additional DBEs. To count DBE participation toward the goal established for this contract or commitments made by the Contractor for DBE utilization, the RTD SBO must ensure that those additional DBEs are properly certified as a DBE(s) with the City and County of Denver or CDOT under the appropriate NAICS code that coincides with the scope of work that they will execute on the project/contract. Notwithstanding, RTD SBO

shall also request any appropriate documents it deems necessary including subcontract agreements for review. The Contractor shall ensure that this information flows down to all tier contractors that intends to subcontract or subcontracts with DBEs.

## **5. PROMPT PAYMENT OF DBE SUBCONTRACTORS**

The Contractor shall ensure that:

- i) Each Contractor shall pay its respective DBE Subcontractors any undisputed amount owed to such Subcontractor within thirty (30) days of receipt of the subcontractor's invoice by such Contractor, regardless of whether such Contractor has been paid for such invoice by RTD;
- ii) Approval of invoices is not unreasonably delayed and that invoices shall be either approved or rejected with written notice of deficiency or dispute to the payee DBE Subcontractor within ten (10) days of receipt of invoice by the Contractor; and
- iii) Each Contractor makes prompt and full payment of any retainage kept by such Contractor to its respective DBE subcontractors within thirty (30) days after such DBE's work has been completed and accepted by the RTD's Project Manager or by the Contractor, unless claim is filed against a subcontractor;
- iv) Failure to comply with the above may give just cause to withhold payment from Contractor until payment to the DBE subs is satisfied. Depending on extent of failure to comply with the above, such failure may also be construed to be a breach of contract.
- v) The Contractor shall ensure that tiered subcontractors comply with this Section and insert the provisions of this Section into all lower tiered subcontractor agreements with DBE firms.

## **6. JOINT CHECK UTILIZATION**

A joint check is a two party check between a DBE, a prime contractor and a regular dealer of materials/supplies. All joint check arrangements with DBE subs must be pre-approved by the RTD SBO and must strictly adhere to the joint check requirements set forth in USDOT guidance regarding same. At a minimum, the request must be initiated by the DBE to remedy a financial hardship for a specific period of time. There are monthly reporting requirements that must be complied with in order to receive DBE participation credit. The SBO will closely monitor the use of joint checks to ensure that the independence of the DBE firm is not compromised. Joint check usage will not be approved merely for the convenience of the prime contractor.

## **7. DBE REMOVAL/TERMINATION/SUBSTITUTION/REDUCTION OF SCOPE FROM CONTRACT**

A Contractor must have good cause to remove/terminate/substitute/replace a DBE contractor and such removal/termination/substitution requires the consent and approval of RTD's SBO. This section also includes reductions to the DBE scope of services and/or commitment values. No DBE subcontract agreement may contain a "termination for convenience" clause/provision because any termination for convenience provision/clause is contrary to the objectives of this part and the objectives of 49 CFR Part 26. To initiate the termination, substitution, removal or replacement process with a DBE contractor/supplier (regardless of the tier), the Contractor or lower tier contractor/subcontractor must do the following:

- i) Before transmitting to RTD's SBO its request to terminate and/or substitute a DBE contractor, the

contractor must give notice in writing to the DBE contractor and notify RTD SBO of such notice. The notice must include its request to terminate and/or substitute, replace and/or remove the DBE, the reason for the request and all documentation to support its claim. The Contractor must submit a copy of the notice and support documentation to RTD's SBO at the time the original letter is sent to the DBE contractor;

- ii) The Contractor must give the DBE contractor five (5) business days to respond to the notice and provide the RTD SBO with reasons, if any, why it objects to the proposed termination of its DBE contract and why the SBO should not consent the Contractor's action;
- iii) RTD's SBO will then open a formal investigation inclusive of review of all documentation, conduct interviews and site visits, if necessary. The Contractor carries the burden of proof to demonstrate good cause for the termination and/or substitution;
- iv) If RTD's SBO determines the Contractor has good cause to terminate the DBE firm, the SBO will provide written consent of DBE removal and the requirements to substitute work to another DBE firm. If RTD's SBO finds that good cause does not exist to terminate the DBE firm, the SBO will provide a written denial of the request to terminate/replace the DBE contractor and will immediately request a corrective action plan from the Contractor. Please note that if a contractor elects to terminate, substitute and or reduce the scope of work initially committed to a DBE without the approval or consent of the RTD SBO, this constitutes a material breach of a contract, which may result in the termination of the contract or such other remedy as the recipient/RTD deems necessary as set forth under 49 C.F.R. §26.13. These legal remedies may include, but is not limited to: withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the contractor from future bidding as non-responsible.
- v) For purposes of good cause to remove, replace, or terminate a DBE the following circumstances should exist: (1) failure or refusal by the DBE subcontractor to execute a written contract without good cause, (2) failure or refusal by the DBE subcontractor to perform the work of its subcontract in a way consistent with normal industry practice and the contractor has not acted in bad faith, (3) failure by the DBE subcontractor to meet the contractor's reasonable bonding or insurance requirements, (4) insolvency, bankruptcy or credit unworthiness by the DBE subcontractor that creates a risk for the contract, (5) ineligibility by the DBE subcontractor to work on public works project because of suspension or debarment proceedings, (6) a determination by RTD that the DBE is not a responsible contractor, (7) voluntary withdrawal from the project by written notification that has been verified, (8) ineligibility to receive DBE participation credit for the type of work to be performed, (9) other documented good cause that compels the replacement of the DBE.
- vi) When a DBE subcontractor is terminated with the approval of RTD SBO, or fails to complete its work on the contract for any reason, prime contractors are required to make good faith efforts to find another DBE subcontractor to substitute for the original DBE.
- vii) Prime contractors must show that it took all necessary and reasonable steps to find another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal RTD SBO has established for this project and or commitments made by the Contractor for DBE utilization/participation. 49 CFR Part 26.53 shall serve as the criteria for evaluating compliance with the good faith efforts requirements. Additionally, bidders/proposers are required to solicit the support and assistance of RTD's SBO if they are unable to meet the DBE participation goal assigned to this contract.

- viii) The good faith efforts shall be documented by the contractor. If RTD SBO requests documentation under this provision, the contractor shall submit the documentation to RTD SBO Compliance Officer within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and RTD SBO shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.
- ix) Prime contractors are required to comply with Good Faith Efforts procedures as defined under 49 CFR Part 26.53 and detailed under this DBE Contract Requirements. Prime contractors are required to comply with this section of the DBE requirements or any DBE program requirements and failure by the contractor to carry out the requirements of this part as they administer this contract is a material breach of contract, which may result in the termination of the contract or such other remedy as the recipient deems necessary as set forth under 49 C.F.R. §26.13. The legal remedies include, but is not limited to: withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the contractor from future bidding as non-responsible.

The Contractor shall ensure that DBE tiered subcontractors comply with this Section and insert the provisions of this Section into all DBE lower tiered subcontractor agreements, regardless of their certification status.

## **8. CHANGES**

- i) The DBE participation goal shall apply to the performance/dollar value of all obligations under this Contract, including any Changes, Modifications, Amendments and Change Orders whether initiated by the contractor or RTD. Post award requests for partial waivers may be considered by RTD's SBO, but a final determination shall not be rendered until the contract has been substantially completed and the Contractor demonstrates lack of ability to satisfy the DBE participation goal.
- ii) Changes to the value or scope of work committed to a DBE must be pre-approved by the RTD SBO and must be for good cause as set forth in the termination, substitution, replacement provisions set forth in this DBE Contract Requirements.

## **9. REQUIREMENTS OF DBE CONTRACT REQUIREMENTS ENCLOSURES**

The Contractor must complete and return all applicable Enclosures in the forms set out in this DBE Contract Requirements with bid/proposal. All enclosures must also be submitted with the bid/proposal.

- i) The Enclosure 2, Schedule of DBE Participation must be submitted with the initial bid/proposal. Subsequent to the award of the contract, the prime contractor will be responsible for revising the initial Schedule of DBE Participation any time a new DBE is added to the project. The prime contractor must also submit a copy of the DBE certification letter to RTD SBO with any new DBE(s) added to the project. RTD will only accept and approve new DBE(s) that are currently certified with the City and County of Denver or CDOT (Colorado UCP) under the NAICS code that coincides with the scope of work that they will execute in this project.
- ii) The Enclosure 3, DBE Letter of Intent (LOI) must be submitted with the initial bid/proposal. Subsequent to the award of the contract, the prime contractor will also be responsible for submitting to RTD SBO individual DBE Letters of Intent for each new DBE that is added to the project after the award of the contract.
- iii) The Contractor completing the DBE Contract Requirements Enclosures is advised to contact the RTD's SBO main office at (303) 299-2111 if they have any questions or concerns prior to



submitting bid/proposal documentation, unless otherwise specified in the bid/proposal that all questions must be submitted through RTD designated Procurement Officer. Additional DBE Contract Requirements documentation will not be accepted after the contractor submits their bid/proposal to RTD, unless otherwise stated in the bid or proposal.

**As a condition of the award, the contractor must use those DBEs listed to perform the specific work items or supply the materials as committed in the Enclosure 2 Schedule of DBE Participation and Enclosure 3 Letter(s) of Intent (LOI) and the contractor is not entitled to any payment for work or materials performed by its own or any other forces if the work or supplies were committed to a DBE, unless it receives prior written consent by RTD Small Business Office for a replacement of the DBE for good cause.**

**Failure to submit all required DBE Enclosures may result in your bid or proposal being deemed non-responsive. Failure to submit all completed Enclosures within the DBE Contract Requirements may result in your proposal being deemed Non-Responsive. Modification of any DBE Contract Requirements Enclosures prior to the official award of the contract will result in your proposal being deemed Non-Responsive. Inconsistencies within the following Enclosures: Enclosure 1A, Enclosure 1B, Enclosure 2 and Enclosure 3 may also result in your proposal being deemed Non-Responsive. All Enclosures must be submitted with the bid/proposal. Modification of any DBE Enclosure documentation after the bid due date without prior approval or consent from the RTD SBO may result in your bid/proposal being deemed non-responsive.**

**Periodically, after award of the contract, RTD's SBO in conjunction with the contractor may determine that an enclosure is more beneficial with modifications or that an additional enclosure is necessary to more effectively report the status of DBE participation or performance and resolution of DBE concerns/issues. RTD has the right to ask for a modification. Such a revised enclosure shall be incorporated into contract as an additional requirement.**

## **10. REPORTING, AUDITS, REVIEWS AND ORIENTATION REQUIREMENTS**

- i) The Contractor(s) are required to submit a report to RTD SBO on a monthly basis, on a form designated as the DBE Participation Report/Form E (*Form of DBE Participation Report*). The Contractor shall submit each completed DBE Participation Report to RTD's SBO.
- ii) The Contractor acknowledges that the RTD SBO has the right to independently confirm the information contained in the submitted DBE Participation Reports by soliciting such information from each DBE Subcontractor as may be required to verify payments received, distribution of payments received, subcontracting practices, participation credit, and sharing of resources/personnel. The Contractor shall not attempt to dissuade any such DBE contractor from disclosing any such information or cooperating in any investigation initiated by the SBO.
- iii) The Contractor shall submit to RTD's SBO a Subcontractors' Participation and Payment Form documenting all payments made to all DBEs and non-DBEs on a form provided/approved by RTD's SBO.
- iv) The DBE contractor shall submit to RTD's SBO a summary of payments received from its contractor, regardless of their lower tier, on a form approved by RTD's SBO.
- v) By committing to working on this RTD project which is subjected to DBE requirements set forth under 49 CFR Part 26, all DBE subcontractors participating in this project is therefore required to

undergo a commercially useful function review or a DBE compliance review before their contract can be closed by RTD SBO. DBEs are required to fully cooperate with RTD's SBO or its designee in the compliance review process. The commercially useful function review process will be initiated with a request for documents relating to contract performance and management of the actual work performed on the contract. The scope and intensity of each commercially useful function review will depend on the specific facts and circumstances. The commercially useful function is purposed to verify the amount of DBE participation credit, to ensure that work is actually performed by the DBE consistent with the DBE Program requirements and/or to ensure that there is no activity engaged in by the DBE that would be inconsistent with the intent and objectives of the DBE Program. The commercially useful function review is more formal and will be initiated with an orientation/explanation process and closed out with a briefing and determination. The DBE subcontractor may be subjected to an informal compliance review by RTD's SBO or its designee with or without notice. The informal compliance review will generally be conducted at the work site where RTD actually observes and assesses the services/supplies being provided by the DBE.

- vi) The Prime contractor or any of its lower tier non-DBE subcontractors that is utilizing a DBE subcontractor may be selected for DBE compliance review to ensure that they are in compliance with the DBE Program requirements. This process will be initiated in a formal manner with written notice and instructions sent to the prime contractor or its major subcontractor. The process will conclude with a close-out interview or debriefing where the prime contractor or non-DBE subcontractor firm will be given an opportunity to refute the determination or add to any corrective action requested by RTD SBO. The contractor must cooperate with any DBE Program audit or compliance review. Failure to cooperate can result in part or all of the DBE participation credit being denied / removed from counting toward the DBE participation goal for the contract.
- vii) All DBEs are required to participate in the RTD's SBO DBE Orientation Program if awarded an RTD contract, subcontract or purchase order before commencing work or providing supplies on this contract. Failure to participate in the DBE orientation program may result in a denial of DBE participation credit for the project/contract. For good cause, the orientation may be delayed if pre-approved by RTD. DBEs may be required to repeat the orientation if there are changes to the DBE Program requirements, changes in the DBE regulations, changes in the DBE personnel, or if the DBE is experiencing challenges in complying with the reporting requirements.
- viii) All contractors that perform under this contract are required to retain all records of participation on this project for seven (7) years from the completion of the project. This requirement flows down to all lower tier contractors and must be within their subcontract agreements.

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## **DBE CONTRACT REQUIREMENTS - DBE ENCLOSURE CHECKLIST**

This checklist will help you verify that all the required enclosures are complete and submitted as required. Submit this checklist as the front page of your DBE Contract Requirements Enclosures. DBE Contract Requirements Enclosures are to be submitted with the bid/proposal. Failure to submit all completed Enclosures within the DBE Contract Requirements may result in your proposal being deemed Non-Responsive. Modification of any DBE Contract Requirements Enclosures prior to the official award of the contract will result in your proposal being deemed Non-Responsive. Inconsistencies within the following Enclosures: Enclosure 1A, Enclosure 1B, Enclosure 2 and Enclosure 3 may also result in your proposal being deemed Non-Responsive. All Enclosures must be submitted with the bid/proposal. If you have any questions concerning the completion of any of the Enclosures, please contact RTD's SBO main office at (303) 299-2111, unless otherwise specified in the bid/proposal that all questions must be submitted through RTD designated Procurement Officer.

### **[ ] Enclosure 1A: DBE Affidavit**

This form must be completed, signed and notarized by all Prime Contractors, whether DBE or not, to acknowledge the percentage of DBE utilization and DBE goal commitment in this project.

### **[ ] Enclosure 1B: DBE Prime Affidavit**

This form must be completed, notarized and signed only if the bidder/proposer is a DBE submitting a proposal/bid as a Prime Contractor. This form, if applicable, must be submitted with a current DBE certification letter(s) from the Colorado UCP to affirm DBE status.

### **[ ] Enclosure 2: Schedule of DBE Participation**

This form must be submitted by all bidders/proposers including DBE prime contractors. This form must include a list of DBEs that the bidder/proposer intends to do business with if awarded this contract. It must contain the following information: names and addresses of certified DBE firms, the scope of work they are to perform in this contract, the applicable NAICS codes (found in their DBE certification with Colorado UCP) that coincides with the scope of work they will be performing in this contract, their projected start and finish date for work in this project as well as the dollar value of each proposed certified DBE contract. Subsequent to the award of the contract, the prime contractor will be responsible for revising the initial Schedule of DBE Participation any time a new DBE is added to the project. The prime contractor must also submit a copy of the DBE certification letter to RTD SBO with any new DBE(s) added to the project. RTD will only accept and approve new DBE(s) that are currently certified with the City and County of Denver or CDOT (Colorado UCP) under the NAICS code that coincides with the scope of work that they will execute in this project. The DBE firms listed on this schedule of DBE Participation cannot be terminated, substituted nor do we allow reduction of work without the final approval of RTD SBO.

### **[ ] Enclosure 3: Letter of Intent to Perform as a DBE Subcontractor**

This form must be submitted by all bidders/proposers. It must contain the following information: names and addresses of each individual certified DBE firm listed on the DBE Schedule of Participation, the scope of work the DBE is expected to perform in this contract, the applicable NAICS codes (found in their DBE certification with Colorado UCP) that coincides with the scope of work the DBE will be performing in this contract, the DBE's projected start and finish date for work in this project and the dollar value for the proposed certified DBE contract. This form must be signed by both the proposer/bidder and the DBE subcontractor. Subsequent to the award of this contract, the prime contractor must submit this form with each additional new DBEs added to this contract.

### **[ ] Enclosure 4: Solicitation Statistics**

This form is for statistical purposes only. All bidders/proposers along with all their proposed subcontractors, DBEs and non-DBEs must complete this form.

**Enclosure 5: Employer Certification of Workforce**

This form defines the make-up of the company's workforce broken down by job categories, race and gender. This must be completed by every bidder/proposer as well as their subcontractors.

**Enclosure 6: Disadvantaged Business Outreach**

This form provides current outreach program information for contracted prime and subcontractors.

**Enclosure 7: Unavailability Certification**

Bidders/proposers that did not meet the specified DBE goal identified in this bid/proposal or were only able to meet part of the DBE goal in this bid/proposal are required to complete this form. In addition to this form, bidders/proposers are required to document and submit adequate and sufficient good faith efforts as required under 49 CFR Part 26.53. If the DBE goal is met or exceeded by the bidder/proposer, please indicate N/A.

**Form E Monthly DBE Participation Report**

This form must be submitted monthly by all prime contractors throughout the entire duration of the contract. This form will not be required to be submitted with your bid/proposal. If you are selected as the successful bidder/proposer, you will be instructed and advised as to whom within the RTD SBO you will be submitting this report on a monthly basis.

**APPENDIX B- DBE ENCLOSURES  
ENCLOSURE 1A- DBE AFFIDAVIT**

**THIS PAGE MUST BE COMPLETED BY ALL PRIME PROPOSERS/BIDDERS TO INDICATE THEIR PERCENTAGE OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION COMMITMENT.**

RTD has specified a \_\_\_% DBE Participation goal on this project. Per 49 CFR Part 26 bidders/proposers must make adequate good faith efforts to meet this goal in order to be deemed as a responsive and responsible bidder. Award of the contract will be conditioned on meeting the requirements of this section.

THIS BIDDER/PROPOSER IS COMMITTED TO MEETING \_\_\_\_\_% - DBE (Disadvantaged Business Enterprise) PARTICIPATION IN THIS CONTRACT

THIS PERCENTAGE RELATES TO DBE PARTICIPATION/UTILIZATION ONLY AND IS CONSISTENT WITH THE DISADVANTAGED BUSINESS ENTERPRISE (DBE) STATEMENT LISTED IN THE BID/PROPOSAL FORM.

**The undersigned contractor hereby agrees and understands that they must comply with their DBE commitments in this project in conformity with the Requirements, Terms, and Conditions of this DBE Contract Requirements.**

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

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

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING STATEMENTS ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF

\_\_\_\_\_ TO MAKE THIS AFFIDAVIT.

(Name of Business Entity)

\_\_\_\_\_  
(Date) (Affiant Print Name) (Title)

(Affiant's Signature)

State of \_\_\_\_\_:

City and County of \_\_\_\_\_:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing Affidavit, and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

My Commission Expires: \_\_\_\_\_

(Notary Public) (SEAL)

**APPENDIX B- DBE ENCLOSURES  
ENCLOSURE 1B- DBE AFFIDAVIT**

**THIS PAGE MUST BE COMPLETED BY THE DISADVANTAGED BUSINESS ENTERPRISE PRIME CONTRACTOR (PROPOSER/BIDDER)**

I HEREBY DECLARE AND AFFIRM that I am the \_\_\_\_\_  
(Title)

And duly authorized representative of (the firm of) \_\_\_\_\_  
(Name of Corporation or Joint Venture)

whose address is \_\_\_\_\_

\_\_\_\_\_  
(Telephone No.)

I hereby declare and affirm that I am a Disadvantaged Business Enterprise (DBE) and am certified as of the date that the RTD receives this bid/proposal and as defined by the Regional Transportation District in DBE Contract Requirements for

\_\_\_\_\_ and that I will provide information and/or the  
(Contract number and name)

certification to document this fact with this enclosure.

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING STATEMENTS ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.**

\_\_\_\_\_  
(Date) (Affiant Print Name) (Title)

\_\_\_\_\_  
(Affiant's Signature)

State of \_\_\_\_\_ :

City and County of \_\_\_\_\_ :

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the

Undersigned officer, personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing Affidavit, and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

My Commission Expires: \_\_\_\_\_

(Notary Public) (SEAL)

**APPENDIX B – DBE ENCLOSURES**  
**ENCLOSURE 2 – SCHEDULE OF [DBE] PARTICIPATION**

NAME OF CONTRACTOR: [•]

RTD Contract No.

Total Proposed Cost: US \$ \_\_\_\_\_

DBE FIRM NAME	ADDRESS	TYPE OF WORK (ELECTRICAL, PAVING, ETC.) AND CONTRACT ITEMS OR PART THEREOF TO BE PERFORMED	NAICS code(s)	PROJECTED START & COMPLETION DATES FOR DBE	AGREED PRICE TO BE PAID TO DBE /ANTICIPATED

1. Please list all DBEs involved on the contract including the Prime Contractor if it is a DBE. All DBEs listed on this enclosure must be properly certified under the NAICS code(s) that coincides with the scope of work they will execute in this project. Work performed by DBEs for which they are not certified to perform will not count towards the DBE participation and/commitments. A current DBE certification for each listed DBE recorded on this schedule from the Colorado UCP (City and County of Denver or CDOT) must accompany this enclosure. Failure to provide proof of current DBE certification for any or all listed DBEs will eliminate such listed DBE’s participation, and work performed by such DBE will not count towards satisfaction of the DBE participation and/commitments. If additional pages are required to list all contracted DBEs, photocopy this enclosure as required to make a complete list.

2. Contracts with DBEs for materials or supplies will be counted toward the DBE Goal as follows:

- (i) Materials or supplies obtained from a DBE manufacturer will be counted at 100% toward the DBE Goal;
- (ii) Materials or supplies obtained from a DBE regular dealer will be counted at 60% toward the DBE Goals. Please refer to 49 CFR §26.55 for specifics with respect to how DBE participation is counted toward DBE Goal; and
- (iii) Materials or supplies obtained from a DBE broker firm only fees/commission will be counted toward the DBE Goal.

Contractor must submit copies of all DBE subcontracts, purchase orders or change orders within 30 Days of execution of the notice to proceed. There may be exceptions to Design Build contracts, multi-year contracts and other alternative method contracts as DBEs are added throughout the course of the contracts and in some instances at different phases of the contract. DBE subs should not commence any work on this project without an executed subcontract agreement or purchase order. Failure to submit a copy of the subcontract agreement with a DBE sub to RTD may result in RTD not counting DBE participation towards the DBE goal.



**APPENDIX B, ENCLOSURE 3 – LETTER OF INTENT TO PERFORM AS A DBE SUBCONTRACTOR**

Contract No.

The undersigned [\*] (the *Contractor*) intends to engage the undersigned **DBE** to perform work in connection with the Project pursuant to a contract (the *DBE Contract*) between the Contractor and the DBE as [*check one*]:

\_\_\_\_\_ an individual                      \_\_\_\_\_ a corporation  
\_\_\_\_\_ a partnership                      \_\_\_\_\_ a joint venture

The DBE status of the undersigned DBE is confirmed on the attached schedule of DBE participation and represents a company that is certified as of the date on which the DBE Contract is executed.

<b>TYPE OF WORK AND CONTRACT ITEMS OR PART THEREOF TO BE PERFORMED</b>	<b>NAICS Codes</b>	<b>Projected Commencement Date</b>	<b>Projected Completion Date</b>	<b>Agreed Price to be Paid to DBE</b>

\_\_\_\_\_ % of the Dollar value of the DBE Contract will be sublet and/or awarded to non-DBE contractors and/or non-DBE suppliers. The undersigned Proposer and the undersigned DBE will enter into the DBE Contract for the above work conditioned upon the Proposer’s execution of the Contract with RTD.

---

<b>NAME OF CONTRACTOR</b>	<b>NAME OF DBE FIRM</b>
<b>OWNER/REPRESENTATIVE</b>	<b>OWNER/REPRESENTATIVE</b>
<b>ADDRESS</b>	<b>ADDRESS</b>
<b>EMAIL ADDRESS</b>	<b>EMAIL ADDRESS</b>
<b>SIGNATURE</b>	<b>SIGNATURE</b>
<b>TITLE</b>	<b>TITLE</b>
<b>DATE</b>	<b>DATE</b>

**APPENDIX B, ENCLOSURE 4 – SOLICITATION STATISTICS**

RTD is required to create and maintain bidder statistics for all firms bidding on prime contracts and bidding or quoting Subcontracts on USDOT-assisted projects per 49 CFR Part 26.11. The Contractor is required to make copies of this form, send a copy with its initial contact to each Subcontractor (whether DBE or non-DBE) and require each Subcontractor to return a completed form with its Subcontract bid to the Contractor. The Contractor must submit all completed forms with each submission of DBE Enclosures to the SBO.

Firm Name:

Firm Address (Office Reporting):

Status as a DBE or Non-DBE (check one):

DBE \_\_\_\_\_ Non-DBE \_\_\_\_\_

Annual Gross Receipts of the Firm: (check one):

U.S. \$0 to U.S. \$500,000 \_\_\_\_\_ U.S. \$500,000 to U.S. \$1,000,000 \_\_\_\_\_ U.S. \$1 Million to U.S. \$5 Million \_\_\_\_\_  
U.S. \$5 Million to U.S. \$10 Million \_\_\_\_\_ U.S. \$10 Million to U.S. \$23.98 Million \_\_\_\_\_ Above U.S. \$23.98 Million \_\_\_\_\_

Age of the firm: \_\_\_\_\_

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

Name:  
Title:

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

Contract # \_\_\_\_\_  
 Company Name \_\_\_\_\_

Contract Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Appendix B, Enclosure 5 EMPLOYER CERTIFICATION OF WORKFORCE**

Job Categories	Total Employees in Establishment			M = Male								F = Female			
	Total Employees Including Minorities	Total Male Employees Including Minorities	Total Female Employees Including Minorities	Black Americans		Hispanic Americans		Native Americans		Asian-Pacific Americans		Subcontinent Asian Americans		Other	
				M	F	M	F	M	F	M	F	M	F	M	F
Officials & Managers															
Professionals															
Technicians															
Sales															
Office & Clerical/Admin Support															
Craft Workers (skilled)															
Operatives (semi-skilled)															
Service & Maintenance															
Service Workers															
<b>TOTAL</b>															

## **DESCRIPTION OF JOB CATEGORIES**

*Officials and Managers* – Occupations requiring administrative personnel who set board policies, exercise full responsibility for execution of these policies, and individual departments or special phases of the operations.

*Professionals* – Occupations requiring either college education or experience of such kind and amount as to provide a comparable background.

*Technicians* – Occupations requiring a combination of specific scientific knowledge and manual skill which can be obtained through about 2 years of post-high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training.

*Sales* – Occupations engaging wholly or primarily in selling.

*Office and clerical* – Includes all clerical-type work, regardless of level of difficulty, where the activities are predominately non-manual though some manual work directly involved with altering or transporting the products is included.

*Craft Worker (skilled)* – Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercises considerable independent judgment and usually requires an extensive period of training.

*Operatives (semi-skilled)* – Workers who operate machines or processing equipment or perform other factory-related duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

*Laborers (unskilled)* – Workers in manual occupations which generally require no special training perform rudimentary duties that may be learned in a few days and require the application of little or no independent judgment.

*Service Workers* – Workers in both protective and non-protective service occupations.

## **RACE/ETHNIC IDENTIFICATION**

*White (not Hispanic origin)* – All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East

*Black Americans (not Hispanic origin)* – All persons having origins in any of the Black racial groups of Africa

*Hispanic Americans* – All persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race

*Asian-Pacific Americans* – All persons whose origins are 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 Americans* – All persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka

*Native American* – All persons having origins in any of the original peoples of North America, including American Indians, Eskimos, Aleuts, or Native Hawaiians

**APPENDIX B, ENCLOSURE 6 – DISADVANTAGED BUSINESS OUTREACH**

As part of RTD's ongoing outreach activities to the Denver-metro Disadvantaged Business community, it is our goal to identify and to establish a relationship with the Disadvantaged Business outreach programs sponsored by the prime and subcontractors we partner with.

The prime and all contracted subcontractors are requested to provide the following information pertaining to their current DBE outreach efforts – additional sheets may be used if necessary:

RTD Contract Name and Number:

Contract No. (the *Contract*).

Proposer:

---

Subcontractor – if applicable:

---

Disadvantaged Business Outreach Contact (if none, list contact for the Contract):

---

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

Currently Sponsored Disadvantaged Business Outreach Activities:

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How can RTD assist you in your current Disadvantaged Business outreach efforts?

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Would you be interested becoming involved in current and future RTD-sponsored outreach activities and committees:  Yes  No

If so, how? \_\_\_\_\_

---

**APPENDIX B, ENCLOSURE 7– DBE UNAVAILABILITY CERTIFICATION**

I, \_\_\_\_\_, \_\_\_\_\_,  
 Name Title

of \_\_\_\_\_, certify that [the Contractor], made the following efforts to meet the DBE Goals on Regional Transportation District Contract No. for the Project:

[Please attach any additional efforts that do not fit on this form]

- A Contractor representative attended the pre-bid meeting. Yes \_\_\_\_\_ No \_\_\_\_\_
- Newspaper Advertisement Log: (attach copies of ads)

Newspaper/Publication	Type of Publication Minority/General/Trade	Dates of Advertisement

- Selected portions of the work to be performed by [DBEs]

Work Categories	Type of Bid (Subcontractor or Supplier)	Contractor's Estimated Budget	Additional Comments

- Made efforts to assist interested DBEs in obtaining bonding, lines of credit, insurance or any necessary equipment, supplies, materials, etc.
- [List any specific offers made by Contractor]

▪ Solicited the following DBEs

Date Contacted	Name of DBE Firm	Contact Person	Phone #	Work Category

▪ Followed up with initial contacts

Date	Name of DBE	Phone #	Bidding (Yes or No)	Additional Comments

▪ Contacted the following other agencies, organizations in recruitment of DBE including RTD:

Date	Organization	Phone #

As shown by the documentation provided to RTD, we feel that we have made good faith effort to attain the DBE Goals.

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

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

**\*SAMPLE\* FORM E – MONTHLY DBE PARTICIPATION REPORT \*SAMPLE\***

DENVER REGIONAL TRANSPORTATION DISTRICT



**CONTRACT INFORMATION**

Original Contract Value: \$ \_\_\_\_\_  
 Change Order Value: \$ \_\_\_\_\_  
 Current Contract Value: \$ \_\_\_\_\_  
 Total Payments Received To Date: \$ \_\_\_\_\_  
 Payments Received This Month: \$ \_\_\_\_\_  
 Start Date: \_\_\_\_\_  
 Completion Date: \_\_\_\_\_

**PRIME CONTRACTOR MONTHLY REPORT  
 FORM E REPORT ON PAYMENTS TO DBES**

Contract Duration: \_\_\_\_\_  
 Contract No.: \_\_\_\_\_  
 Report for Month of: \_\_\_\_\_  
 Name and Location of Project: \_\_\_\_\_  
 Name and Address of Prime Contractor: \_\_\_\_\_

Contract Title: \_\_\_\_\_  
 Did your firm or an affiliate rent or lease equipment or issue a job check to a DBE? \_\_\_\_\_  
 Do any DBE utilize employees (or former employees) of your firm or an affiliate? \_\_\_\_\_  
 Did any DBE subcontract a portion of its work to a non-DBE since the last report form? \_\_\_\_\_  
 Has the scope of work or subcontract amount changed for any DBE since the last report? \_\_\_\_\_

Name of DBE Subcontractor and/or Non-DBE Subcontractor	Project Task	DBE or Non DBE	Original Contract Amount	Original Contract % Amount (C/D)	Payments This Month	Billed This Month	Total Payments	Pending P.O.'s Amount and Date	Overall Work Completed %	Contract P.O Submitted
<b>TOTAL</b>										

**COMMENTS**

Prime Contractor: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Compliance Officer: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature: \_\_\_\_\_

*By signing this form, I personally and on behalf of the contractor affirm that the information presented in this document is truthful, accurate, complete and not misleading.*

**SEND COMPLETED FORM TO:  
 SBO Office  
 Regional Transportation District  
 1600 Blake Street BLDG-31, Denver, Colorado 80202; Fax: 303-298-2961  
 If You Need Assistance In Filing Out This Form, Please contact (303) 292-2111**





**EXHIBIT D**  
**(Template Progress Report)**

**EXHIBIT D**  
(Template Progress Report)

**Submission Date:** March 29, 2018  
**Performance Period:** February 1, 2018 – February 28, 2019

**STAMP Title:** Bike / Ped Study at PC Station  
**RTD P.O. #:** 123456

**Subrecipient:** Planner City, CO  
**Prime Consultant:** Best Planning Consultant  
**Sub Consultant(s):** #1 Traffic Consultant  
Superior DBE Consultant

**Task A: PROJECT INITIATION AND PROJECT MANAGEMENT**

Superior DBE Consultant analyzed Planner City's transportation, land use, and open space GIS data. This information informed the agenda for the February 14 community meeting.

**Task B: DATA COLLECTION**

#1 Traffic Consultant staff prepared for the February 14 community meeting, developing the agenda, presentation, and attendee materials.

Best Planning Consultant facilitated the February 14 community meeting, presenting GIS analysis findings and discussing next steps, which included community outreach the following week.

**Task C: VISSIM MODELING AND ASSOCIATED DOCUMENTATION**

Best Planning Consultant relied on Superior DBE Consultant's GIS Analysis in Task 1A to develop an online mapping tool for community use.

**Task D: PEDESTRIAN LEVEL OF SERVICE**

Best Planning Consultant visited with the Planning City Chamber of Commerce and the Planning City School District to discuss GIS analysis findings and next steps for the STAMP grant, which include an open house in March.

**Task E: RECOMMENDED IMPROVEMENTS**

N/A

**EXHIBIT E**  
**(FY2017 Checklist / Certs and Assurances)**

**Required Certifications, Reports and Forms – as of 10/01/16 per FTA MA-23**

<b>CATEGORIES OF FEDERAL REQUIREMENTS</b>	<b>COMMENTS</b>	<b>MASTER AGREEMENT 23 REFERENCES 10/01/16</b>	<b>REQUIRED</b>
<b>Bus Testing Certification and Report</b>	<b>Procurements of buses and modified mass produced vans</b>	<b>§16.m</b>	<b>NO</b>
<b>Transit Vehicle Manufacturer (TVM) DBE Certifications</b>	<b>All rolling stock procurements</b>	<b>§12.e(3)(a)</b>	<b>NO</b>
<b>Buy America Certification</b>	<b>Procurements of steel, iron or manufactured products exceeding \$100,000</b>	<b>§15.a(1)</b>	<b>NO</b>
<b>Pre-Award Audit</b>	<b>Rolling stock procurements exceeding \$100,000</b>	<b>§16.m</b>	<b>NO</b>
<b>Pre-Award Buy America Certification</b>	<b>Rolling stock procurements exceeding \$100,000</b>	<b>§16.m</b>	<b>NO</b>
<b>Pre-Award Purchaser's Requirement</b>	<b>Rolling stock procurements exceeding \$100,000</b>	<b>§16.m</b>	<b>NO</b>
<b>Post-Delivery Audit</b>	<b>Rolling stock procurements exceeding \$100,000</b>	<b>§16.m</b>	<b>NO</b>
<b>Post-Delivery Buy America Certification</b>	<b>Rolling stock procurements exceeding \$100,000</b>	<b>§16.m</b>	<b>NO</b>
<b>Post-Delivery Purchaser's Requirement</b>	<b>Rolling stock procurements exceeding \$100,000</b>	<b>§16.m</b>	<b>NO</b>
<b>On-Site Inspector's Report</b>	<b>Rolling stock procurements for more than 10 vehicles</b>	<b>§16.m</b>	<b>NO</b>
<b>Federal Motor Vehicles Safety Standards (Pre-Award and Post-Delivery)</b>	<b>Motor vehicle procurements (49 CFR §571)</b>	<b>§16.m</b>	<b>NO</b>
<b>System for Acquisition Management (SAM, aka EPLS) Search</b>	<b>Procurements exceeding \$25,000</b>	<b>§4.b(3) and §16.d(8)</b>	<b>YES</b>
<b>Lobbying Certification</b>	<b>Procurements exceeding \$100,000</b>	<b>§4.d(1) and §16.d(9)</b>	<b>YES</b>
<b>Standard Form LLL and Quarterly Updates (when required)</b>	<b>Procurements exceeding \$100,000 where contractor engages in lobbying activities</b>	<b>§4.d(1) and §16.d(9)</b>	<b>YES, if applicable</b>

**CERTIFICATION REGARDING LOBBYING**

The undersigned, \_\_\_\_\_  
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.

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

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b>	<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND  
OTHER RESPONSIBILITY MATTERS**

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the Proposer is providing the certification set out above.
2. The inability of a person to provide the certification required will not necessarily result in denial of participation in this covered transaction. The Proposer shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with RTD's determination whether to enter into this transaction. However, failure of the Proposer to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. This certification is a material representation of fact upon which reliance is placed when RTD determines to enter into this transaction. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, RTD may terminate this transaction for cause or default. This certification concerns a matter which may be within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.
4. The Proposer shall provide immediate written notice to RTD if at any time the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549 and 12689. You may contact RTD for assistance in obtaining a copy of those regulations (49 CFR Part 29).
6. The Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by RTD.
7. The Proposer further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without

modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized by RTD, as provided herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND  
OTHER RESPONSIBILITY MATTERS**

- A. The Proposer certifies to the best of its knowledge and belief that it and its principals:
1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
  4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal

Contractor Name \_\_\_\_\_

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

By: \_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

**ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION**

The Offeror  is  is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the Offeror is aware of information bearing on whether a potential conflict may exist, the Offeror shall provide a disclosure statement describing this information.

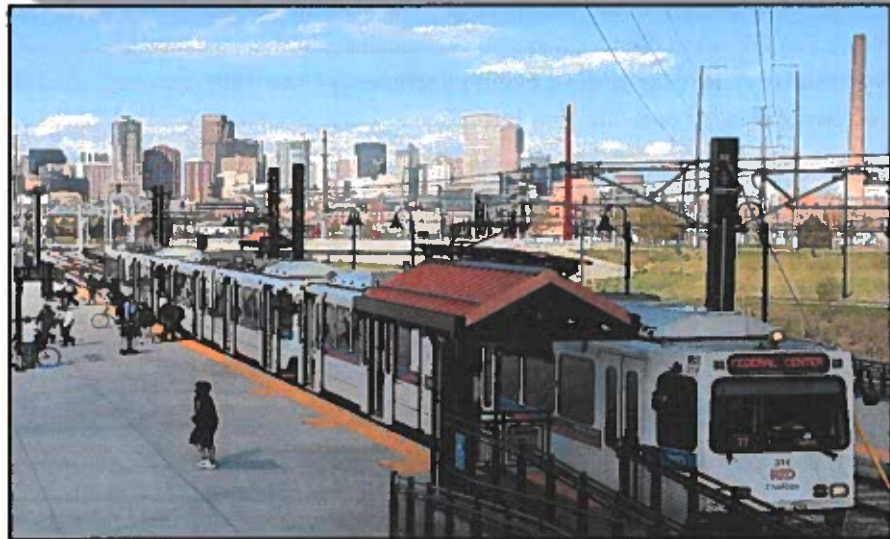
Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT F**  
**(Subrecipient Transit Equity Compliance Guide)**  
**Version 2017**

# SUBRECIPIENT TRANSIT EQUITY COMPLIANCE GUIDE



**RTD**

2017

**Equitable distribution of transit service is a core principle of the Regional Transportation District. This document describes the measures taken to promote equitable transit service as stipulated by Title VI of the Civil Rights Act of 1964 and Executive Order 12898 (Environmental Justice).**

**By The Transit-Oriented Communities Division**

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## BACKGROUND

### Title VI and Environmental Justice

Equity is a core principle of the Regional Transportation District's (RTD) mission to provide mass transit service in the Denver Metro Area. An equitable mass transit system fairly distributes the benefits and adverse effects of transit service without regard for race, color, national origin, or low-income status. This principle is detailed and reinforced by Title VI of the Civil Rights Act of 1964 and Executive Order 12898 pertaining to environmental justice.

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs receiving federal financial assistance. Specifically, Title VI states, "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

In 1994, President Clinton issued Executive Order 12898, which states that each federal agency "shall make achieving environmental justice part of its mission by identifying and addressing disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations."



The Federal Transit Administration's (FTA) Circular 4702.1B provides its recipients of FTA financial assistance with instructions for achieving compliance with Title VI and Environmental Justice. In this circular, the FTA requires that RTD document measures taken to comply with U.S. Department of Transportation's (DOT's) Title VI regulations by submitting a Title VI Program to their FTA regional civil rights officer once every three years or as otherwise directed by FTA.

Subrecipients of federal financial assistance are also required to comply with Title VI and Environmental Justice requirements.

### Subrecipients

As the regional transit provider for the Denver Metro area, RTD is a designated and primary recipient for FTA grant funding. An organization becomes a subrecipient of federal funding when RTD enters into an Intergovernmental Agreement (IGA) which extends federal funding to (e.g. federal grants, loans, real estate). Per federal Title VI regulations, primary recipients must monitor their subrecipients for compliance with the regulations. If a subrecipient of RTD is not in compliance with Title VI requirements, then RTD as the primary recipient is also not in compliance.

Accordingly, all RTD IGAs that extend federal funding state "This Agreement and all subgrants, third party contracts and subcontracts are therefore subject to the FTA Master Agreement and all other applicable federal transit regulations..."

RTD has developed this compliance guide to aid subrecipients in fulfilling applicable Title VI requirements.



## TITLE VI PROGRAM

Subrecipients are required to submit a Title VI Program to RTD. In the Title VI Program, subrecipients describe the scope of the federally funded program, project or activity and how the subrecipient will ensure non-discrimination throughout the entire program. Subrecipient's must demonstrate compliance with DOT's Title VI regulations, by providing within their Title VI Programs, documentation, including records and reports.

**RTD encourages subrecipients to adopt our notice to beneficiaries, complaint procedures and complaint forms, public participation plan, and language assistance plan where appropriate.**

A Title VI Program must include the following to demonstrate Title VI compliance.

### Title VI Assurances

Subrecipients must provide assurances that their programs, policies and activities will be carried out in compliance with DOT's Title VI regulations. The Standard Assurance should be included and signed with your agency's intergovernmental agreement with RTD.

### Title VI Compliant Form, Complaint Procedures and Public Notice

Subrecipients must develop a Title VI complaint form, allowing the public to submit a Title VI complaint. Subrecipients must also develop Title VI complaint procedures for investigating and tracking Title VI complaints filed against them. The form and procedure for filing a complaint shall be available on the subrecipient's website.

Subrecipients are required to prepare and maintain a complaint log, listing any of the following that allege discrimination on the basis of race, color, or national origin: active investigations conducted by entities other than FTA; lawsuits; and complaints naming the subrecipient. This list shall include the date that the investigation, lawsuit, or complaint was filed; a summary of the allegation(s); the status of the investigation, lawsuit, or complaint; and actions taken by the recipient in response, or final findings related to, the investigation, lawsuit, or complaint.

### Complaint Log Example

No.	Investigation/ Lawsuits/ Complaint	TVI Basis	Complaint Method	Receipt Date	Status	Action Taken
1	Complaint	Color	Letter	Friday, September 20, 2013	Closed	No violation found. Response letter issued.
2	Lawsuit	Race, Color	Complaint Form	Wednesday, July 31, 2013	Closed	Settlement Reached

## **Subrecipient Transit Equity Compliance Guide**

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Subrecipients are required to provide information to the public regarding the subrecipient's obligations under DOT's Title VI regulations and apprise members of the public of the protections against discrimination afforded to them by Title VI. At a minimum, subrecipients shall disseminate this information to the public by posting a Title VI notice on their website and in public areas of the subrecipient's office(s), including the reception desk, meeting rooms, etc.

The public notice must include the following:

1. A statement that the subrecipient operates programs without regard to race, color, or national origin.
2. A description of the procedures that members of the public should follow in order to request additional information on the subrecipient's Title VI obligations.
3. A description of the procedures that members of the public shall follow in order to file a Title VI discrimination complaint against the subrecipient.

To the extent that it is appropriate, RTD encourages subrecipients to adopt RTD's complaint form, procedures, and public notice or select elements from each document (see appendix).

## **Public Participation Plan**

Subrecipients must create a public participation plan demonstrating how they intend to authentically engage low-income and minority populations with respect to the project, program or activity. Plans should include how subrecipients offer continuous opportunities for the public to be involved in the identification of social, economic, and environmental impacts of proposed decisions. Subrecipients are offered great latitude in their ability to tailor their approach considering their unique programs, projects or activities and blend of cultures among their beneficiaries.

To the extent that it is appropriate, RTD encourages subrecipients to adopt RTD's Public Participation Plan or select elements from the plan (see appendix).

## **Meaningful Access for Limited English Proficiency Plan (LEP)**

In order to ensure that beneficiaries have access to benefits, services, information, and vital documents. Subrecipients will need a Language Assistance Plan for LEP persons, failure to provide language assistance for LEP person may result in discrimination. Subrecipient's can do this by conducting a Four Factor Analysis; FTA requirement, this will assist in determining what specific languages would be appropriate to provide. The Four Factor Analysis is an individualized assessment that balances the following four factors:

- I. Identify the number and proportion of LEP persons likely to be encountered by the subrecipient.
- II. Determine the Frequency of contact with which LEP persons come into contact with the subrecipient.
- III. Determine the Nature and Importance of the program, activity, and/or service provided.
- IV. Identify the resources available to the subrecipient and the costs.

Safe Harbor Provisions:

The safe harbor threshold assists agencies with determining when it is necessary to translate vital documents. DOT adopted the Department of Justice's (DOJ) Safe Harbor Provision which stipulates that, if a recipient provides written translation of vital documents for each eligible LEP language group that makes up five percent (5%) or 1,000 persons, whichever is less, of the total population of person eligible to be served, encounter or affected by your service.

For more in-depth information for the Four Factor LEP analysis and developing a Language Assistance Plan, check out the US DOT's LEP Guidance [here](#).

Once the four factor analysis has been completed the subrecipient can determine what language assistance services are required.

To the extent that it is appropriate, RTD encourages subrecipients to adopt RTD's Language Assistance Plan or select elements from the plan (see appendix).

## Inclusive Advisory and Planning Boards

Subrecipients that have transit-related, non-elected planning boards, advisory councils or committees, or similar bodies, the membership of which is selected by the recipient, must:

- Provide a table depicting the racial breakdown of the membership of those committees.
- A description of efforts made to encourage the participation of minorities on such committees or councils.
- Ascertain racial breakdown through self-reporting from members (do not guess).

The racial breakdown table and the description of efforts to include minorities should be included within the subrecipients Public Participation Plan.

## Determining Site or Location of a Facility

In determining the site or location of facilities, subrecipients may not make site selections that subject people to discrimination on the grounds of race, color, or national origin. Facilities included in this provision include, but are not limited to, storage facilities, maintenance facilities, operations centers, etc. In order to comply with Title VI:

- a. Subrecipients shall complete a Title VI equity analysis during the planning stage with regard to where a project is located or sited to ensure the location is selected without regard to race, color, or national origin. Subrecipients shall engage in outreach to persons potentially impacted by the siting of facilities. The Title VI equity analysis must compare the equity impacts of various siting alternatives, and the analysis must occur before the selection of the preferred site.
- b. When evaluating locations of facilities, recipients should give attention to other facilities with similar impacts in the area to determine if any cumulative adverse impacts might result. Analysis should be done at the Census tract or block group where appropriate to ensure that proper perspective is given to localized impacts.
- c. If the subrecipient determines that the location of the project will result in a disparate impact on the basis of race, color, or national origin, the subrecipient may only locate the project in that location if there is a substantial legitimate justification for locating the project there, and where there are no alternative locations that would have a less disparate impact on the basis of race, color, or national origin. Subrecipients must show how both tests are met; it is important to understand that in order to make this showing, the recipient must consider and analyze alternatives to determine whether those alternatives would have less of a disparate impact on the basis of race, color, or national origin, and then implement the least discriminatory alternative.

## OTHER REQUIREMENTS

### Title VI Coordinator

Subrecipients must designate a Title VI Coordinator who is responsible for managing and monitoring Title VI compliance, providing Title VI Program updates and serves as the point of contact for RTD's Transit-Oriented Communities Division.

### Requirement to Provide Additional Information

RTD may request, at its discretion, information other than that required by this guide from a subrecipient's in order for RTD to investigate complaints of discrimination or to resolve concerns about possible noncompliance with DOT's Title VI regulations.

## TECHNICAL ASSISTANCE

Subrecipients in need of technical assistance in complying with any of the requirements set forth in this document should contact RTD's Transit-Oriented Communities Division.

The Regional Transportation District, Planning Department  
Transit-Oriented Communities Division  
1560 Broadway, FAS-73  
Denver, CO 80202

Kimberly Ford, Transit Equity Specialist  
303.299.2184  
[Kimberly.ford@rtd-denver.com](mailto:Kimberly.ford@rtd-denver.com)

Michael Washington, Transit Equity Manager  
303.299.2436  
[michael.washington@rtd-denver.com](mailto:michael.washington@rtd-denver.com)

## TITLE VI PROGRAM CHECKLIST

Below is a checklist summarizing the requirements stated above.

- Title VI Assurance:** The Standard Assurance should be included and signed with your agency's intergovernmental agreement with RTD
- Title VI Public Notice:** A copy of the subrecipient's Title VI notice to the public that indicates the recipient complies with Title VI, and informs members of the public of the protections against discrimination afforded to them by Title VI. Include a list of locations where the notice is posted.
- Title VI Complaint Form & Procedures:** A copy of the subrecipient's instructions to the public regarding how to file a Title VI discrimination complaint, including a copy of the complaint form.
- Title VI Complaint List:** A list of any public transportation-related Title VI investigations, complaints, or lawsuits filed with the subrecipient since the time of the last submission. This list should include only those investigations, complaints, or lawsuits that pertain to allegations of discrimination on the basis of race, color, and/or national origin in transit-related activities and programs.
- Title VI Public Participation Plan:** A public participation plan that includes an outreach plan to engage minority and limited English proficient populations, as well as a summary of outreach efforts made since the last Title VI Program submission. A subrecipient's targeted public participation plan for minority populations may be part of efforts that extend more broadly to include other constituencies that are traditionally underserved, such as people with disabilities, low-income populations, and others.
- Language Assistance Plan:** A copy of the subrecipient's plan for providing language assistance to persons with limited English proficiency, based on the DOT LEP Guidance.
- Inclusive Advisory and Planning Boards:** Recipients that have transit-related, non-elected planning boards, advisory councils or committees, or similar bodies, the membership of which is selected by the recipient, must:
  - Provide a table depicting the racial breakdown of the membership of those committees.
  - A description of efforts made to encourage the participation of minorities on such committees or councils.
  - Based on self-reporting not guessing
- Determining Site or Location of a Facility:** If the subrecipient has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc., the recipient shall include a copy of the Title VI equity analysis conducted during the planning stage with regard to the location of the facility.



# Appendix

**Title VI Program Update: Investigation, Lawsuits and Complaints**

**Title VI Program Update: Public Participation Plan**

**Title VI Language Assistance Plan**

# TITLE VI PROGRAM UPDATE APPENDIX: INVESTIGATIONS, LAWSUITS & COMPLAINTS



**RTD**

May 2016

Equitable distribution of transit service is a core principle of the Regional Transportation District. This document describes the measures taken to promote equitable transit service as stipulated by Title VI of the Civil Rights Act of 1964 and Executive Order 12898 (Environmental Justice).

By The Transit-Oriented Communities Division



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# Title VI Program Update Appendix: Investigations, Lawsuits & Complaints

MAY 2016

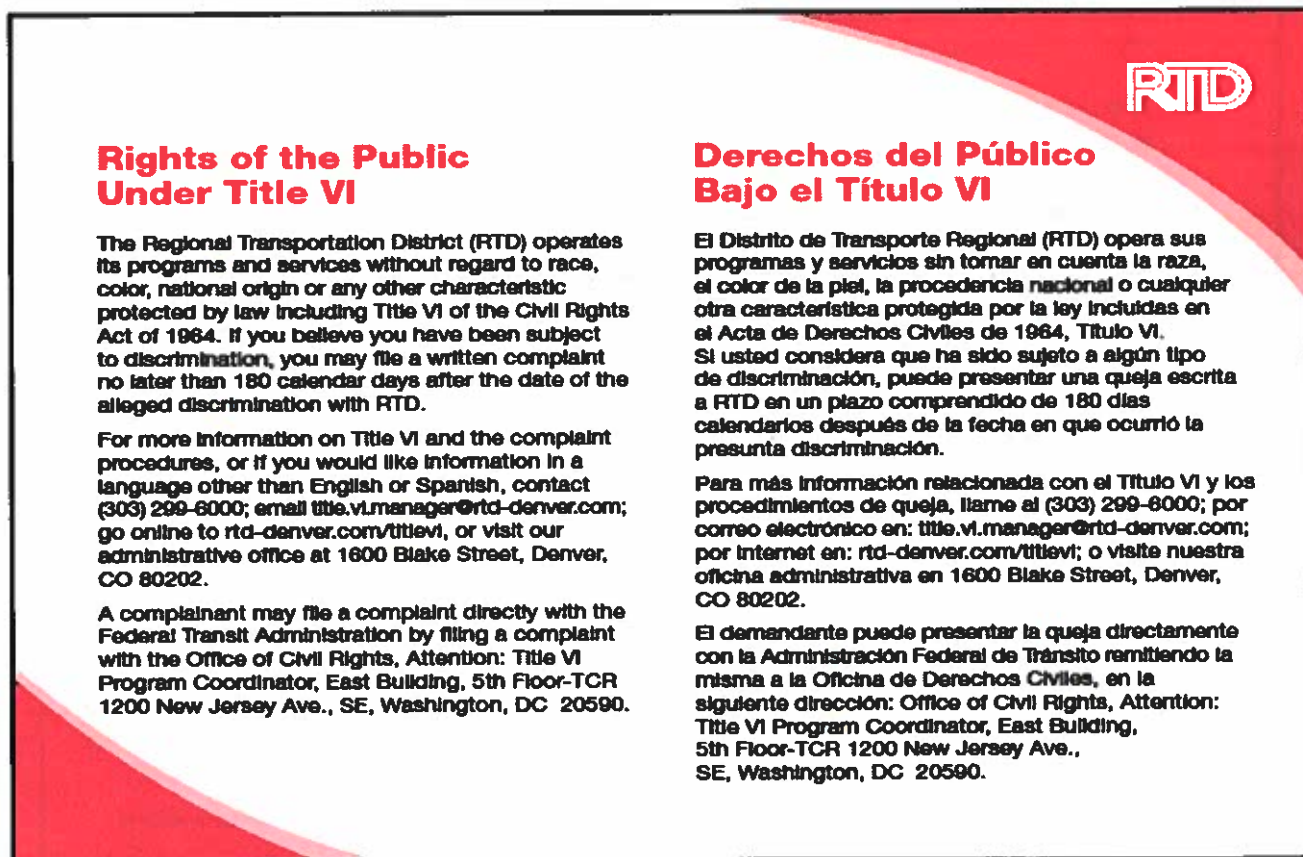
## OVERVIEW

Federal recipients are also required to directly accept, log and investigate complaints of discrimination. Further, recipients are required to notify the public of their right to complain and the procedures for processing their complaint. Below is a copy of the Title VI public notice placed on all RTD vehicles, a copy of complaint procedures, a table summarizing complaints received and the status of those complaints (open, closed, etc.).

## COMPLAINTS

RTD posts its Title VI Public Notice on its website, fixed-route vehicles and sales outlets. Below is a copy of the notice placed on RTD's fixed-route vehicles, complaint form, complaint procedures displayed on the RTD's website. Each of these documents are available in other languages via the RTD website.

Figure 1 – Title VI Public Notice



The graphic is a rectangular box with a red and white background. In the top right corner, the RTD logo is displayed. The text is organized into two columns, each with a heading in red. The left column is titled 'Rights of the Public Under Title VI' and the right column is titled 'Derechos del Público Bajo el Título VI'. Both columns contain text in their respective languages, detailing the RTD's commitment to non-discrimination and providing information on how to file a complaint.

**Rights of the Public Under Title VI**

The Regional Transportation District (RTD) operates its programs and services without regard to race, color, national origin or any other characteristic protected by law including Title VI of the Civil Rights Act of 1964. If you believe you have been subject to discrimination, you may file a written complaint no later than 180 calendar days after the date of the alleged discrimination with RTD.

For more information on Title VI and the complaint procedures, or if you would like information in a language other than English or Spanish, contact (303) 299-6000; email [title.vi.manager@rtd-denver.com](mailto:title.vi.manager@rtd-denver.com); go online to [rtd-denver.com/titlevi](http://rtd-denver.com/titlevi), or visit our administrative office at 1600 Blake Street, Denver, CO 80202.

A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR 1200 New Jersey Ave., SE, Washington, DC 20590.

**Derechos del Público Bajo el Título VI**

El Distrito de Transporte Regional (RTD) opera sus programas y servicios sin tomar en cuenta la raza, el color de la piel, la procedencia nacional o cualquier otra característica protegida por la ley incluidas en el Acta de Derechos Civiles de 1964, Título VI. Si usted considera que ha sido sujeto a algún tipo de discriminación, puede presentar una queja escrita a RTD en un plazo comprendido de 180 días calendario después de la fecha en que ocurrió la presunta discriminación.

Para más información relacionada con el Título VI y los procedimientos de queja, llame al (303) 299-6000; por correo electrónico en: [title.vi.manager@rtd-denver.com](mailto:title.vi.manager@rtd-denver.com); por internet en: [rtd-denver.com/titlevi](http://rtd-denver.com/titlevi); o visite nuestra oficina administrativa en 1600 Blake Street, Denver, CO 80202.

El demandante puede presentar la queja directamente con la Administración Federal de Tránsito remitiendo la misma a la Oficina de Derechos Civiles, en la siguiente dirección: Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR 1200 New Jersey Ave., SE, Washington, DC 20590.

## Figure 2 – Complaint Form

### Title VI Complaint Form



Title VI of the Civil Rights Act of 1964 states "No person in the United States shall, on the ground of race, color or national origin, be excluded from, participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

Please provide the following information necessary in order to process your complaint. Assistance is available upon request. Complete this form and mail or deliver to:

Regional Transportation District, Title VI Office, 1600 Blake Street BLK-12, Denver, CO 80202.  
You can reach our office Monday-Friday from 8-5 at 303-299-8000, or you can email our office at TitleVI.Coordinator@rtd-denver.com.

1. Complainant's Name: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_
4. Telephone No. (Home): \_\_\_\_\_ (Business): \_\_\_\_\_
5. Person discriminated against (if other than complainant)  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_
6. What was the discrimination based on? (Check all that apply)  
 Race                       Color                       National Origin
7. Date of incident resulting in discrimination: \_\_\_\_\_
8. Describe how you were discriminated against. What happened and who was responsible?  
For additional space, attach additional sheets of paper or use back of the form.
  
9. What RTD representatives were involved?
  
10. Where did the incident take place? Please provide location, bus number, drivers name, etc.

**Title VI Complaint Form (page 2)**



**11. Witnesses? Please provide their contact information.**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone Numbers: (Home) \_\_\_\_\_ (Business): \_\_\_\_\_  
Email: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone Numbers: (Home) \_\_\_\_\_ (Business): \_\_\_\_\_  
Email: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone Numbers: (Home) \_\_\_\_\_ (Business): \_\_\_\_\_  
Email: \_\_\_\_\_

**12. Did you file this complaint with another federal, state, or local agency; or with a federal or state court?**  
(Check the appropriate space)  Yes  No

If answer is yes, check each agency complaint was filed with:

- |   |  |                                       |
|---|--|---------------------------------------|
| <input type="checkbox"/> Federal Agency | <input type="checkbox"/> Federal Court | <input type="checkbox"/> State Agency |
| <input type="checkbox"/> State Court    | <input type="checkbox"/> Local Agency  | <input type="checkbox"/> Other        |

**13. Provide contact person information for the agency you also filed the complaint with:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Date Filed: \_\_\_\_\_

**Sign the complaint in space below. Attach any documents you believe supports your complaint.**

\_\_\_\_\_  
Complainant's Signature

\_\_\_\_\_  
Signature Date

## Figure 3 - Complaint Procedures

5/18/2016

RTD | Title VI

### RTD | Title VI

#### RTD's Title VI Policy Statement

The Regional Transportation District (RTD) operates its programs and services without regard to race, color, national origin or any other characteristic protected by law including Title VI of the Civil Rights Act of 1964.

Every department, division, and employee of RTD is responsible for carrying out RTD's commitment to non-discrimination, including the requirements of Title VI. This includes:

- Ensuring the level and quality of transportation services are provided to all;
- Identifying and addressing, as appropriate the human health, social, economic, and environmental effects of RTD's programs and activities on all populations;
- Promoting full and fair participation in transportation decision making;
- Providing meaningful access to RTD's programs and services by person with limited English proficiency

For additional information on Title VI, please contact RTD's Title VI Coordinator at 303.299.6216.

#### Title VI Complaint Procedure

Any person who believes he or she has been excluded from participation in or denied the benefits of RTD's programs, activities, or services due to discrimination on the basis of race, color or national origin may file a complaint with RTD. The written complaint must be filed within 180 days from the date of the alleged discrimination.

- By mail addressed to: Title VI Coordinator, 1600 Blake St - FAS-73, Denver, CO 80202
- By fax addressed to: Title VI Coordinator at 303.299.2452
- By email sent to [titlevi.coordinator@rtd-denver.com](mailto:titlevi.coordinator@rtd-denver.com)
- Should a complainant choose to not use the [complaint form](#), the written statement should minimally include the following:
  1. Complainant name, address, telephone number and any other contact information (email, fax, etc.)
  2. The basis of the complaint (race, color, national origin)
  3. Date(s) on which the alleged discriminatory event(s) occurred
  4. Details of the incident(s)
  5. Names and contact information of witnesses
  6. Other agencies where a complaint was filed regarding the same incident(s)

<http://www.rtd-denver.com/TitleVI.html>

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5/18/2016

RTD | Title VI

Call 303.299.6000 to request additional information about RTD's Title VI Policy.

Once a complaint is filed, RTD will review the complaint and determine if we have jurisdiction. The complainant will receive a letter acknowledging receipt of the complaint and steps toward resolution.

RTD permits the use of a representative to file a complaint on behalf of the complainant. All communication following the complaint will be directed to the complainant's representative primarily and the complainant secondarily.

The investigator may interview any individuals named as witnesses and any other individuals who may have information. The investigator may review relevant documentation. Failure of the complainant to respond to requests for information from the investigator may result in an administrative closure of the complaint.

Although RTD strives to promptly resolve complaints, this process will differ depending on the complexity of the complaint, the individuals involved, and other factors. Once the investigation has concluded, the complainant will receive a final written response to the complaint.

### **Title VI Complaint to the U.S. Department of Transportation**

Individuals or organizations who believe they have been denied the benefits of, excluded from participation in, or subject to discrimination on the grounds of race, color or national origin may submit a complaint to the U.S. Department of Transportation:

**Federal Transit Administration's Office of Civil Rights**

Attention: Title VI Program Coordinator

East Building, 5th Floor - TCR1200

New Jersey Ave., SE Washington, DC 20590

Further information, including the complaint form, is available at [fta.dot.gov](http://fta.dot.gov).

**List of Investigations, Lawsuits and Complaints**

No.	Investigation/ Lawsuits/ Complaint	TVI Basis	Complaint Method	Receipt Date	Status	Action Taken
1	Complaint	Color	Letter	Friday, September 20, 2013	Closed	No violation found. Response letter issued.
2	Complaint	Race, Color	Complaint Form	Wednesday, July 31, 2013	Closed	No violation found. Response letter issued.
3	Complaint	Race	Complaint Form	Friday, September 13, 2013	Closed	No violation found. Response letter issued.
4	Complaint	Race, Color, National Origin	Complaint Form	Monday, August 19, 2013	Closed	No violation found. Response letter issued.
5	Complaint	Race	Complaint Form	Monday, December 02, 2013	Closed	No Probable Cause found. Response letter issued
7	Complaint	Race, Color	Complaint Form	Monday, March 10, 2014	Closed	No Probable Cause found. Response letter issued.
9	Complaint	Race, Color, National Origin	Complaint Form	Wednesday, October 22, 2014	Closed	No Probable Cause found. Response letter issued.
10	Complaint	Race	Complaint Form	Tuesday, May 05, 2015	Closed	No Probable Cause found. Response letter issued.
11	Complaint	Race, Color	Complaint Form	Monday, November 16, 2015	Open	Investigation conclusion pending interview with complainant.

# TITLE VI PROGRAM UPDATE APPENDIX: PUBLIC ENGAGEMENT PLAN



**RTD**

May 2016

Equitable distribution of transit service is a core principle of the Regional Transportation District. This document describes the measures taken to promote equitable transit service as stipulated by Title VI of the Civil Rights Act of 1964 and Executive Order 12898 (Environmental Justice).

By The Transit-Oriented Communities Division



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# Title VI Program Update Appendix: Public Engagement Plan

MAY 2016

## TITLE VI AND ENVIRONMENTAL JUSTICE

Equity is a core principle of the Regional Transportation District's (RTD) mission to provide mass transit service in the Denver Metro Area. An equitable mass transit system fairly distributes the benefits and adverse effects of transit service without regard for race, color, national origin, or low-income status. This principle is detailed and reinforced by Title VI of the Civil Rights Act of 1964 and Executive Order 12898 pertaining to environmental justice.

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs receiving federal financial assistance. Specifically, Title VI states, "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

In 1994, President Clinton issued Executive Order 12898, which states that each federal agency "shall make achieving environmental justice part of its mission by identifying and addressing disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations."



The Federal Transit Administration's (FTA) Circular 4702.1B provides its recipients of FTA financial assistance with instructions for achieving compliance with Title VI and Environmental Justice. In this circular, the FTA requires that RTD document measures taken to comply with DOT's Title VI regulations by submitting a Title VI Program to their FTA regional civil rights officer once every three years or as otherwise directed by FTA.

Included in this Title VI Program Update are a revised Public Participation Plan. This plan details how RTD engages minority populations, low-income populations, and populations that are LEP. The Public Participation Plan also describes RTD's approach to achieving diversity on its non-elected advisory committee(s).

## PUBLIC ENGAGEMENT OVERVIEW

As a federally funded public transit agency, the **Regional Transportation District (RTD)** works to ensure that we are engaging our stakeholders in an authentic manner. We understand that many of our riders are transit depend and rely solely on the service we provided. Our intention is to meet the riders where they are, where they live and where they work, a tenet of RTD. As an agency, we are collectively moving in a direction that meets stakeholders where they are so that we can fully understand their needs, to provide the best service with the most benefit. We will do this by engaging all stakeholders, specifically our most vulnerable and underserved populations, in the public decision-making process. As an agency, we want to ensure that we are moving in a direction that builds, establishes and maintains trust amongst all our stakeholders. Our future is in the direction of equity in transit, to be a catalyst for leadership in the engagement of minority and low-income populations.

As an agency, RTD works to incorporate effective, responsive public engagement into its core mission of providing safe, clean, efficient, affordable and reliable bus and rail service to all passengers. Our 15-member Board of Directors, senior managers and employees play a critical role in responding as quickly as possible to the questions, concerns and transit needs of the entire region. Engaging effectively with riders, stakeholders and the public through our decision-making processes and day-to-day services are important goals.

With the unprecedented openings of five new transit lines in 2016, RTD will expand its service offerings considerably, which means there will be even greater opportunities for future public engagement in targeted and more meaningful ways. The agency's objective is to establish a more robust public engagement strategy with the ultimate goal of forging positive new relationships and strengthening existing relationships with riders and stakeholders.

Each year, RTD sees nearly 105 million passenger boardings in a 2,340-square-mile service area—one of the largest in the United States—and serves 2.87 million citizens in 40 municipalities in the diverse counties of Boulder, Broomfield, Denver, Jefferson, Adams, Arapahoe, Douglas and Weld. Our riders and stakeholders depend on us to keep them informed of new technology, proposed service changes and major policy decisions.



Involved in this agency-wide effort are bus and train operators; fare enforcement officers; service planners; marketing executives; urban planners; project engineers; sustainability strategists; customer care agents; other civil rights managers (Americans with Disabilities Act, Equal Employment Opportunity); event planners; public relations staff; senior managers and the RTD Board of Directors.

RTD's Title VI program will also play a leading role in this effort by identifying, reaching out to and working with transit-dependent communities, including low-income riders, communities of color and limited English proficiency (LEP) communities living and working in all eight counties served by the RTD transit system.

Over the next several pages, we will outline our target audiences, departments responsible for informing and engaging with the public, and existing and desired public outreach strategies we hope to implement over the next several years.

## RTD'S TARGET AUDIENCES

- Everyday Transit Users
- Bus and train operators
- Business community, including small (SBE) and disadvantaged (DBE) business enterprises
- Community groups
- Industry partners
- Local governments
- Neighborhood associations
- News media
- Nonprofits
- Prime contractors and subcontractors
- Prospective program participants
- RTD Board of Directors
- Salaried and represented staff
- School districts and colleges
- Senior leadership team
- Stakeholder groups
- Transportation management associations (TMAs) and organizations (TMOs)
- Underserved, low-income, LEP and communities of color

## EXISTING PUBLIC OUTREACH

- **Public Relations (PR)**

Public Relations responds to formal (open record) and informal requests for information from the news media, the general public, elected officials and other stakeholders about RTD operations and the RTD FasTracks transit expansion program. The department takes the lead on strategic communication and **public outreach** to advance the RTD name, brand and reputation and develops crisis communication strategies. PR plans, organizes and staffs dozens of annual and special **public events** and gives **public presentations** around the Denver metro region as part of its Speakers Bureau. It produces magazine stories for transportation trade publications; newspaper op-ed pieces; speeches; talking points for media spokespeople; fact sheets; communication plans; news releases; media advisories; blog columns; Web content; e-blasts; invitations; video scripts and storytelling; newsletters; and other communication collateral designed to relay essential messages to employees, board directors, senior managers, stakeholders, riders and the general public. PR provides communication liaisons to all RTD divisions—including **public engagement support** for Civil Rights and the Title VI program. It also administers the employee intranet, The Hub, and several internal and external newsletters, and collaborates closely with RTD Marketing.

- **FasTracks Public Information (PI)**

Public Information comprises a group of contractors that works closely with RTD Public Relations to advance the name, brand and reputation of FasTracks, RTD's transit expansion program. PI team members assist with **public outreach** related to the implementation of five new transit lines opening in 2016. That assistance consists of responding to requests for information from the news media, the

general public, elected officials and other stakeholders about FasTracks projects. PI plans, organizes and staffs dozens of annual and special **public events** and gives public presentations around the Denver metro region. It produces magazine stories; newspaper op-ed pieces; speeches; talking points; fact sheets; communication plans; news releases; media advisories; blog columns; Web content; e-blasts; invitations; newsletters; and other communication collateral related to FasTracks. The team also assists PR with media training, is a communication liaison for the FasTracks Citizens Advisory Committee (CAC), manages the FasTracks CommentSense **public outreach database**, and orchestrates annual telephone town hall meetings for the RTD Board of Directors. The team's contract will end at the end of 2016 and RTD Public Relations will absorb most of their duties.

- **Marketing**

The RTD Marketing department oversees the creation of all advertising, marketing and **public outreach materials** for PR, PI and other departments, and develops effective messaging to keep the public, stakeholders, employees and the RTD Board of Directors apprised of all important agency initiatives. Marketing is also highly involved in promotional special events related to RTD anniversaries, rider appreciation events, station parties along new transit corridors and the openings of new transit facilities. It oversees customer satisfaction and market research, and leads efforts to improve RTD's Nonprofit Program, which provides millions of dollars' worth of free and reduced fares for nonprofits serving low-income, homeless and other transit-dependent riders. Marketing account executives work closely with other RTD departments to produce or order brochures, posters, maps, fliers, promotional giveaways and other print materials that help the agency keep the public informed of all initiatives. The department also leads digital marketing efforts such as the maintenance and updating of the RTD website, blogs, and the agency's social media channels, communicates directly with riders and stakeholders through a database, and leads public communication efforts on technology rollouts.

- **Customer Care**

Customer Care oversees RTD's telephone information center, where dozens of employees answer telephone calls every day from riders and others seeking information about the agency's fares, services and policies. Customer Care agents are available 6 a.m. to 8 p.m., Monday through Friday, and 9 a.m. to 6 p.m. on weekends and holidays. The agency's customer service representatives are at the frontline of RTD's efforts to **keep the public informed** of its operations, FasTracks projects, technology, service hours and many other issues.

- **Service Planning**

Service Planning oversees the scheduling of all bus and rail operations for the RTD system. The division reaches out to the public three times a year (and more when new transit corridors open) when it is planning systemwide and targeted service changes. Federal regulations require that RTD notify the public of proposed service changes when they affect 25 percent or more of a service route's hours. Service Planning's approach to **public engagement** entails public meetings in communities where service changes are under consideration. The division also schedules meetings at RTD headquarters at noon and again at 6 p.m. to give citizens who work in the downtown area opportunities to offer input on proposed service changes. RTD is required to advertise public meetings two weeks before they take place. In addition, under the terms of its contractual agreement with represented employees, RTD must discuss proposed service changes with its Run Board Committee of bus and train operators. RTD is required to notify the public of service changes six weeks before they go into effect. Upon request, Service Planning provides translation for Spanish speakers and the deaf and hard-of-hearing. The division works closely with marketing to publicize public meetings in local newspapers and via trans-

flux window clings hung in all RTD vehicles. The division also notifies local municipalities of proposed service changes, which is a requirement of Federal Transit Administration (FTA) regulations.

- **Special Services**

This department within the Service Planning Division is responsible for working with the public to ensure RTD meets the needs of passengers with disabilities through its Access-a-Ride and Call-n-Ride services. The Special Services manager **engages with the public** regularly and proactively and upon request by advocacy groups that want to ensure RTD is complying with federal ADA requirements.

- **Bus Stop Program**

This program works with a coalition of groups advocating for the blind when it comes to ensuring that signs posted at bus stops and stations are ADA compliant. Program managers vet proposed new signs with these groups and incorporate their feedback into new designs before RTD posts signs for existing and new services.

- **Planning**

This Planning division engages in **public engagement** through its Transit-Oriented Communities (TOC) Division to ensure RTD is compliant with federal regulations designed to incorporate the needs and viewpoints of communities of color and low-income and LEP communities. Staff members excel at articulating public impact issues surrounding the planning, construction and implementation of new transit corridors and are highly involved with policy development and other efforts geared toward layering public input into their decision-making process. As an example, the Planning Division oversaw RTD's most recent fare study, which included management of the fare study task force and the implementation of the final fare structure. Included in that process was a robust public engagement process that included more than two-dozen public meetings and hearings in every quadrant of the RTD region (see case study on Pages 6-7).

- **Transit-Oriented Communities Division**

RTD's TOC Division handles all issues with Title VI implications and advises agency attorneys, senior managers, planners, public relations and elected board members when RTD implements policies that will affect its passengers, particularly communities of color and low-income and LEP communities. As part of those efforts, the TOC Division is responsible for the strategic planning and implementation of **public engagement** with underserved diverse communities, including LEP, low-income and communities of color.

- **Civil Rights Division**

The Civil Rights Division is highly involved with **public engagement** through its Small Business Office (SBO) and its Workforce Initiative Now (WIN) program. The SBO oversees the division's monthly Disadvantaged and Small Business Enterprise Advisory Council (DBEAC) meeting, where RTD staff network with the small businesses that are subcontractors on FasTracks transit expansion projects and/or provide maintenance services to RTD through its procurement office. Civil Rights staff attends local, regional and national networking events to stay abreast of industry trends, issues and regulations and hosts its own events to keep the community informed of RTD's efforts to support and advance the success of small businesses—and communities and individuals in the process—across the district. The division's WIN program has become a national model for transit agencies that want to encourage workforce development in the transportation sector. WIN hosts several annual events to

reach out to local communities and has partnered with Denver Transit Partners, Community College of Denver and the Urban League of Metro Denver to build a workforce development network that benefits many citizens living in underserved, low-income and communities of color. The WIN Ambassadors program aims to work with a network of small business owners interested in promoting WIN in their neighborhoods.

- **Board of Directors Office**

The RTD Board of Directors is a publicly elected governing board whose members serve four-year terms up to two terms in a row. Members represent RTD's 15 districts across the eight-county Denver metropolitan region. The board interacts with the public regularly during its weekly public meetings, at special events and on a one-on-one basis with community, business and trade groups, stakeholders and individual constituents. Members also submit op-ed pieces to local newspapers, give speeches at special events, and respond to public inquiries at board meetings.

- **FasTracks Citizens Advisory Committee (CAC)**

An RTD selection panel appoints the members of this committee, which provides input to the RTD FasTracks program from a citizens' point of view. The group's members are local business leaders who meet regularly with RTD staff, local municipalities, stakeholders and the public. They also serve as ambassadors of goodwill on all FasTracks issues across the eight-county RTD district.

## CASE STUDY: NEW FARES

In late 2014, RTD established a multidisciplinary employee Fare Study Task Force to find ways of improving the agency's existing fare structure for the first time in nearly a dozen years, and to recommend new fares for the first time in nearly five years. RTD wanted to ensure it had an effective fare structure in place before opening an unprecedented five new transit corridors in 2016. To achieve its goals, the agency hired CH2M HILL, a global project management team, to help it assess best industry practices, complete peer reviews and perform technical and Title VI analyses.

An important part of this process was our public engagement strategy, which aimed to gather as much feedback as possible from riders and stakeholders, to strengthen community relationships and to create a dialogue for future discussions about equity and other issues. Nearly 900 people attended two rounds of public meetings and 16 public hearings; 1,698 people provided feedback via the RTD website; 67 people left phone comments; and 173 people filled out comment cards in English or Spanish. In addition, RTD staff gathered input and insights from representatives of local municipalities, businesses, corridor stakeholders, neighborhood associations and transit advocacy groups.

Our tactics during the ongoing fare study process have included:

- Public meetings in every quadrant of the RTD system in libraries, city council chambers and other public places easily accessible by public transit
- Public hearings, one in each of RTD's 15 districts and an extra one at RTD headquarters
- Updates to local governments, the Mile High Connects Affordable Fares Task Force (a collection of nonprofits and transit advocacy groups) and transportation management associations (TMAs) and organizations (TMOs)
- Frequent updates and recommendations for the RTD Board of Directors and senior leadership
- Market research, customer panels and customer and employee surveys

- Spanish-language and American Sign Language services upon request
- Moderation by an experienced, outside mediator
- Court reporters at public hearings to capture all public commentary
- Audiovisual setups for presentations, video screenings and to facilitate public comment and Q-and-A sessions
- Spillover seating and extra monitors for large crowds
- Bilingual (English/Spanish) materials such as sign-in sheets, comment cards and welcome/way-finding signs
- Beverages and other refreshments
- A dedicated, bilingual telephone comment line
- Online surveys and feedback forms
- A frequently updated and robust fare study Web page that included a project timeline, archive, news alerts, bilingual videos, video scripts, charts, graphics, maps and easy-to-understand content
- Social media outreach (Facebook, Twitter)
- Advertising in community newspapers, including Chinese, Korean, Russian and Spanish
- Brochures, take-ones and trans-flux signs on all buses and trains
- E-blasts and stories placed in internal and external newsletters
- Targeted news releases, media advisories, op-ed pieces, blogs and English and Spanish interviews
- Fact sheets, talking points and key messages for all RTD communicators and customer care agents

## **CASE STUDY: UNIVERSITY OF COLORADO A LINE**

In 2003, RTD FasTracks and the Colorado Department of Transportation initiated an Environmental Impact Statement (EIS) process to study improvements along the East Corridor, which resulted in a voter-approved sales tax to fund the improvements.

On April 22, 2016, the first voter approved commuter rail excitingly known as the “Train to the Plane”, moving people from Denver Union Station to Denver International Airport. The train runs for 23 miles along the I-70 corridors, running near neighborhoods with a concentration of minority, low-income and LEP populations. With the opening of the University of Colorado A Line, many of the buses serving the I-70 corridor were changing significantly and we wanted to ensure that the most riders were informed as timely as possible. To achieve this goal, the Transit-Oriented Communities Division deployed the following tactics: Ride-a-Route, Bus Operator Outreach, Table Talks and Know Your Routes Meetings.

### **Ride-a-Route**

The RTD Ride-a-Route provided the opportunity for RTD employees to ride a bus routes, specifically targeting the routes that would experience the most significant changes with the opening of the University of Colorado A Line. Employees were assigned to ride a specific route for two - hour shifts, during peak hours (5:00am to 9:00am and again from 2:00pm to 8:00pm). During these shifts employees distributed RTD service change brochures and answered basic questions regarding the opening of the University of Colorado A Line.



## Bus Operator Outreach

We provide bus operators with service change brochures to inform riders of the upcoming changes. Additionally, our public outreach team offered “On the Roads” that provided education for bus operators had the opportunities to learn of the service changes.

## Table Talks

Table talks provided a meaningful opportunity to engage in authentically with stakeholders regarding the changes to the bus network resulting from the opening of the University of Colorado A Line. The Title VI team set-up tables for several weeks at various Park-in-Rides to inform communities, riders and other stakeholders of the service changes, informing

## Know Your Routes

A series of RTD community engagement events designed to be interactive, community focused and serve as an opportunity for riders to learn of the service changes to with the opening of the University of Colorado A Line.

We were able to collaborate with community organizations to host the events in the neighborhoods along the East Corridor, at neighborhood nonprofits. We have solicited the expertise of community facilitators, in order to guide the dialogue of the attendees. We hired local caterers from the host communities, and worked with local artist to display their art. We were also able to provide free ride coupons and other RTD giveaways.

Informational Marketing Produced for the University of Colorado A Line:

- Final University of Colorado A Line and April 2016 Service Changes brochure (English 60,000/Spanish 8,000)
- Final University of Colorado A Line and April 2016 Service Changes transflux signs that were placed on all RTD vehicles, and at Union Station and Civic Center Station
- Final University of Colorado A Line service changes on the RTD website
- Final University of Colorado A Line service changes in the April Read-n-Ride
- Fact sheets for the media
- Z-card
- University of Colorado A Line brochure
- A door hanger promoting the “Know your routes” community events (Appendix )
- A Montbello Park-n-Ride brochure that we placed on cars twice April 6 and 13 (Appendix)
- Rider alerts that we placed on cars at the Central Park Station and 40th Ave & Airport Blvd/Gateway Park (Appendix)
- Rider alerts for bus operators to pass out to passengers (see attached), the same rider alerts were sent electronically to subscribers
- Direct mail for the following routes: 19, 34, 37, 42, 45, 157, 169, and 483 (Appendix)
- We also set up informational kiosks at two Colorado Rockies baseball games 4/14 and 4/22, and one at the Pepsi Center (Appendix)

## **RTD ADVISORY BOARDS AND COMMITTEES**

RTD believes in and is committed to the public involvement process including the use of community advisory committees, panels and boards. Each advisory group is tailored to meet the specific needs of its program or activity. During the formation of these advisory groups, RTD consistently seeks participation from minorities by directly soliciting organizations which represent minorities. Currently, RTD appoints members of the public to one advisory group: The Citizens Advisory Committee.

### **The Citizens Advisory Committee**

The RTD Citizens Advisory Committee (CAC) monitors and provides region-oriented advice on the FasTracks Plan and RTD's strategic plan. It represents citizen and community perspectives on transit issues, and promotes public awareness of RTD's programs, services and projects. The 17-member volunteer committee represents a cross-section of the region's population and holds monthly work sessions in pursuit of the following:

1. Continue to monitor and provide input on the improvements for each corridor in the FasTracks Plan.
2. Become familiar with the District's strategic plan and long-term vision.
3. Provide region-oriented advice to RTD regarding the implementation of the strategic plan, its strategies and initiatives.
4. Represent the citizen perspective on behalf of a wide range of stakeholder interests and community organizations
5. Gather information from community members to share with the agency.
6. Share information with community members to promote public awareness of the agency's programs and projects.
7. Other tasks as assigned by the RTD Board of Directors

Recruitment for committee members is publicly advertised through the RTD Web site, local publications, and stakeholder e-mail distributions. Applicants submit a one-page letter stating their interest in being considered for membership, specific qualifications for serving on the committee, and highlights of related experience and expertise, along with a resume if available.

A five-member nominating committee reviews the applications and forwards a slate of candidates to the Board of Directors for appointment. The nominating committee consists of the following positions:

1. RTD Board Chairman or Board member designee
2. RTD FasTracks Monitoring Committee Chair or Board member designee
3. RTD General Manager or staff designee
4. RTD Assistant General Manager for Planning or staff designee
5. RTD Public Information/Public Involvement Consultant liaison (will provide administrative support and serve as a non-voting member of the nominating committee.)

Appointment shall be made to ensure a broad representation of stakeholder interests, to achieve diversity, and to provide geographical representation within the district. Selection criteria to be considered by the nominating committee includes, but is not limited to, a demonstrated interest in public transit and/or the FasTracks Plan, previous community service, experience in working with local jurisdictions on regional issues, and professional experience.

Vacancies are also filled using the above process for the remainder of the unexpired term, which, if it is longer than one and one-half years, shall be considered a full term.

The racial breakdown of this committee is displayed in the table below:

**Table – The Citizens Advisory Committee Racial Breakdown**

Ethnicity	Percentage of Representation
Caucasian	66%
African American	25%
Hispanic	8%
American Indian	0%
Asian	8%

## RTD PUBLIC ENGAGEMENT: NEXT STEPS

A common thread of **public engagement** and **public outreach** runs through nearly every aspect of RTD’s day-to-day business, but the agency hopes to expand and build upon its existing efforts. In 2016, RTD will open five new transit corridors, expanding its capacity to serve the 2.8 million residents of the Denver metropolitan region. Along with more service, RTD will search for new ways to engage and communicate with its riders and stakeholders in more effective and meaningful ways. There will be increased efforts to reach out to communities of color, immigrants and low-income and LEP communities in strategic ways. Proposed tactics will include:

- Site visits to transit-dependent communities to gain greater awareness of their needs
- Regular conversations with Transit Alliance, Groundwork Denver, 9to5, the Montbello Organizing Committee, Mile High Connects and other advocacy groups
- Greater outreach to TMAs/TMOs to gain a greater understanding of their transit needs and strategies
- Consistent communication and collaboration with other RTD departments to implement consistent, effective public engagement best practices
- Introduction of pilot programs aimed at including riders and other stakeholders into RTD’s decision-making process
- Continued discussions with the Affordable Fares Task Force to identify funding and strategies for a proposed low-income pass program

# TITLE VI PROGRAM UPDATE APPENDIX: LANGUAGE ASSISTANCE PLAN



**RTD**

May 2016

Equitable distribution of transit service is a core principle of the Regional Transportation District. This document describes the measures taken to promote equitable transit service as stipulated by Title VI of the Civil Rights Act of 1964 and Executive Order 12898 (Environmental Justice).

By The Transit-Oriented Communities Division

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# Title VI Program Update Appendix: Language Assistance Plan

MAY 2016

## Title VI and Environmental Justice

Equity is a core principle of the Regional Transportation District's (RTD) mission to provide mass transit service in the Denver Metro Area. An equitable mass transit system fairly distributes the benefits and adverse effects of transit service without regard for race, color, national origin, or low-income status. This principle is detailed and reinforced by Title VI of the Civil Rights Act of 1964 and Executive Order 12898 pertaining to environmental justice.

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs receiving federal financial assistance. Specifically, Title VI states, "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

In 1994, President Clinton issued Executive Order 12898, which states that each federal agency "shall make achieving environmental justice part of its mission by identifying and addressing disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations."



The Federal Transit Administration's (FTA) Circular 4702.1B provides its recipients of FTA financial assistance with instructions for achieving compliance with Title VI and Environmental Justice. In this circular, the FTA requires that RTD document measures taken to comply with DOT's Title VI regulations by submitting a Title VI Program to their FTA regional civil rights officer once every three years or as otherwise directed by FTA.

## EXECUTIVE SUMMARY

Promoting equity in Mass Transit is a core belief and guiding principle of the Regional Transportation District (RTD) of Colorado. RTD believes that its patrons are entitled to the peaceful enjoyment and full benefits of all provided services, free of discrimination on the basis of race, color, national origin or disability. It is this principle of promoting equity that has allowed RTD to comply with Title VI of the Civil Rights act of 1964 and related regulations and guidance. A primary requirement of Title VI is the effort to provide individuals with limited English proficiency (LEP) meaningful access to federally funded programs and activities, preventing disparate impacts and treatment on the basis of national origin. The objective of this document is to summarize

RTD's efforts to provide LEP populations with meaningful access to mass transit in compliance with Title VI of the Civil Rights of 1964.

## **Background**

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that receives Federal financial assistance. The Supreme Court, in *Lau v. Nichols*, 414 U.S. 563 (1974), interpreted Title VI regulations promulgated by the former Department of Health, Education, and Welfare to hold that Title VI prohibits conduct that has a disproportionate effect on Limited English Proficient (LEP) persons because such conduct constitutes national origin discrimination.

Individuals, who have a limited ability to read, write, speak, or understand English are Limited English Proficient, or "LEP." Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," reprinted at 65 FR 50121, August 16, 2000 directs each Federal agency to examine the services it provides and develop and implement a system by which LEP persons can meaningfully access those services. Federal agencies were instructed to publish guidance for their respective recipients in order to assist them with their obligations to LEP persons under Title VI. The Executive Order states that recipients must take reasonable steps to ensure meaningful access to their programs and activities by LEP persons.

The U.S. DOT published revised guidance for its recipients on December 14, 2005. This document states that Title VI and its implementing regulations require that DOT recipients take responsible steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are Limited English Proficient (LEP) and that recipients should use the DOT LEP Guidance to determine how best to comply with statutory and regulatory obligations to provide meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are LEP.

The Federal Transit Administration (FTA) references the DOT LEP guidance in its Circular 4702.1B, "Title VI Requirements and Guidelines for FTA Recipients," which took effect on October 1, 2012. Chapter III part 9 of this Circular reiterates the requirement to take responsible steps to ensure meaningful access to benefits, services, and information for LEP persons and suggests that FTA recipients and sub recipients develop a language implementation plan consistent with the provisions of Section VII of the DOT LEP Guidance.

The DOT LEP Guidance recommends that all recipients, especially those that serve large LEP populations, should develop an implementation plan to address the needs of the LEP populations they serve. The DOT LEP Guidance notes that effective implementation plans typically include the following five elements: 1) identifying LEP individuals who need language assistance; 2) providing language assistance measures; 3) training staff; 4) providing notice to LEP persons; and 5) monitoring and updating the plan.

RTD's provision of language assistance to persons with limited in English proficiency in a competent and effective manner will help ensure services are safe, reliable, convenient, and accessible to those persons. These efforts may attract riders who would otherwise be excluded from utilizing services because of language barriers and, ideally, will encourage riders to continue using the system after they are proficient in English and/or have more transportation options.

Providing language assistance to LEP persons may also help increase and retain ridership among the RTD's broader immigrant communities in two important ways:

1. Reaching out to recent immigrant populations in order to conduct a needs assessment and prepare a language implementation plan (pursuant to the DOT LEP Guidance) will send a positive message to these persons that their business is valued.
2. Community outreach designed to identify appropriate language assistance measures can also assist RTD in identifying the transportation needs of immigrant and linguistically isolated populations ensuring that transit routes, hours and days of service, and other service parameters are responsive to the needs of these populations.

Additionally, conducting outreach to LEP persons can increase the potential for recruiting bilingual employees to better serve the needs of the RTD service area. In summary, serving the needs of LEP persons is not only a good business decision; it fulfills the mission of the district to serve the public.

Regional Transportation District (RTD) supports the goals of the DOT LEP Guidance to provide meaningful access to its services by LEP persons. RTD has devoted significant resources to provide oral and written language assistance services to LEP individuals. While RTD's language assistance measures haven't been officially documented until now, a substantial effort to provide meaningful access to LEP populations has been underway for several years. This document describes how RTD will continue to provide meaningful access to its transit services.

## FOUR-FACTOR ANALYSIS

Per DOT Guidance, transit providers must determine the language assistance needs of the LEP persons they serve. DOT guidance also requires that recipients utilize a four-factor analysis to make this determination. The assessment involves the following factors:

- I. Identify the proportion of LEP Persons in RTD's Service Area
- II. Determine the Frequency of Contact by LEP Persons with RTD Services
- III. Determine the Nature and Importance of Transit
- IV. Assess the Current Resources and the Costs to Provide Language Assistance Services

RTD has conducted the Four-Factor analysis using a combination of market research resources which consists of an evaluation of data from the U.S. Census Bureau, interviews with RTD staff, consultation with Colorado State agencies, consultation with community organizations and direct interactions with people limited in English proficiency. The results of this analysis will be used as the criteria for the development of the appropriate mix of language assistance measures to be employed by RTD.

### **Factor I. Identification of LEP Individuals in RTD Service Area Who Need Language Assistance**



**DOT Guidance:** *“There should be an assessment of the number or proportion of LEP individuals eligible to be served or encountered and the frequency of encounters pursuant to the first two factors in the four-factor analysis.*

An assessment of the number or proportion of LEP individuals eligible to be served by RTD is an important first step. According to the U.S. Census Bureau, of the 2,657,706 people in the RTD service area, approximately 223,500, over 8% of the RTD service area population, speaks English “less than very well”<sup>1</sup>. The following points identify other notable findings from the assessment of the number and proportion of LEP persons in the RTD Service Area:

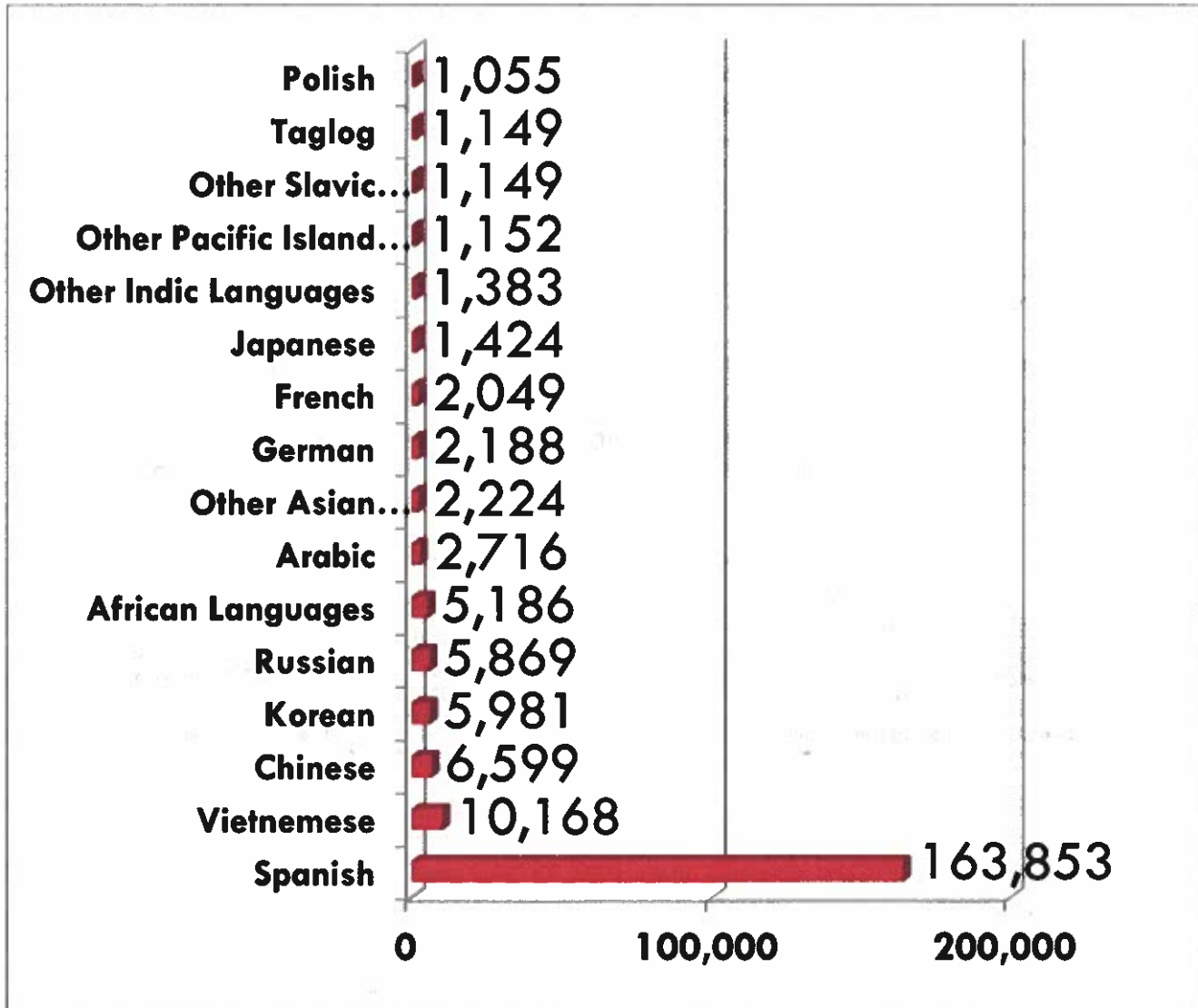
- Approximately 329,000 persons, over 11% percent of the RTD service area population, are foreign born.
- Approximately 486,000 persons, over 17% of the RTD service area population, speak a language other than English at home.
- West Denver, CO, East Lakewood, CO and Northwest Aurora, CO have the highest concentrations of LEP persons, containing multiple census tracts with LEP Populations exceeding 2,000.
- Overwhelming, Spanish speakers represent the largest population of LEP persons in the RTD Service Area and the State of Colorado.
- High rates of refugee resettlement are increasing the population of LEP persons and diversity of languages spoken in the RTD service area.

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<sup>1</sup> **American Community Survey B16001 – Language Spoken at Home by Ability to Speak English for the Population 5 Years and Over**

Overall, this assessment has revealed an increase in the amount of languages reaching the Safe Harbor Threshold of 1,000 LEP persons. Accordingly, RTD will translate its vital documents into each language reaching the Safe Harbor Threshold, as specified in the DOT LEP guidance. The chart below displays those LEP populations, by language, with populations  $\geq 1,000$ <sup>2</sup>.

CHART 1 - LANGUAGES WITH LEP POPULATIONS  $\geq 1,000$



<sup>2</sup>American Community Survey B16001 – Language Spoken at Home by Ability to Speak English for the Population 5 Years and Over

## Factor II. Frequency of Contact by LEP Persons with RTD's Services

**DOT Guidance:** "Recipients should assess, as accurately as possible, the frequency with which they have or should have contact with LEP individuals from different language groups seeking assistance, as the more frequent the contact, the more likely enhanced language services will be needed. The steps that are reasonable for a recipient that serves an LEP person on a one-time basis will be very different than those expected from a recipient that serves LEP persons daily.

RTD has collected general information regarding the frequency in which LEP individuals come in contact with RTD services. For purposes of this assessment, the following data sources were used to estimate the frequency of encounters by LEP persons with RTD services:

- Customer Satisfaction Survey Data
- Telephone Information Center Data
- Website Visitation Data
- LEP Survey

### RTD Customer Satisfaction Survey Data

In 2015 RTD estimated over 100 million boardings on the entire transit system. Through RTD's most recent survey of transit users, the 2014 RTD Customer Satisfaction Survey, RTD can estimate the percentage of boardings represented by LEP persons. Through the survey, riders who speak a language other than English at home also rated how well they speak English. The table below displays the results of the survey.

**TABLE 1 – RIDER ENGLISH PROFICIENCY <sup>3</sup>**

Riders	System Total	Bus Total	Light Rail	SkyRide	Call-n-Ride
English Proficient	89%	90%	90%	75%	94%
Limited English Proficiency	11%	10%	10%	25%	6%

### RTD Telephone Information Center Data

RTD's Telephone Information Center (TIC) is one of many ways RTD fulfills its commitment to providing quality customer service to all of its potential transit users. RTD's TIC has over 40 full-time Information Specialists answering incoming calls from customers requesting route information, filing complaints, making suggestions and comments for response by e-mail, telephone and/or mail.

Presently, TIC has experienced a limited demand for language assistance. TIC does accommodate LEP Spanish speakers by staffing 10 full-time bilingual Information Specialists. However, the demand for language assistance from Spanish speakers seems low, given the proportion of LEP Spanish speakers in the RTD service area. In 2015, the TIC received 1,645,956 calls, but only 27,714 (1.68%) of those calls required language assistance for Spanish speakers.

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<sup>3</sup> 2014 RTD Customer Satisfaction Survey

## RTD Website Visitation Data

In 2015 we had a total of 47 million page views, 16.5 million sessions, and 5.7 million users on the RTD website (www.RTD-denver.com). Over the same period of time we had 5,500 translations of the website using our Google Website Translator tool, or about 0.03% of sessions.

Below is a breakdown of the languages the RTD website was translated to. These percentages are based on a sampling of the total website sessions and only .03% of those sessions actually used translate.

1. Spanish: 70%
2. Japanese: 15%
3. Taiwanese Mandarin: 5%
4. German: 5%
5. French: 2.5%
6. Vietnamese: 2.5%
7. Italian: 0%
8. Korean: 0%
9. Russian: 0%

Spanish represents the bulk of the translations, while Italian, Korean and Russian had very little evident usage.

Most web browsers have started offering in-browser website translation tools. Thus it's quite likely that there are many more users who are viewing a translated version of the website through their browser. Consequently, we're unable to track all translated sessions. We expect this trend to continue. We are able to see what default language the user's browser is set to, providing some indication of the amount of in-browser translation. Here's a breakdown of our user's browser language settings:

1. English: 99.02%
2. Spanish: 0.65%
3. Taiwanese Mandarin: 0.14%
4. German: 0.1%
5. French: 0.1%
6. Japanese: 0.08%
7. Korean: 0.04%
8. Italian: 0.03%
9. Russian: 0.03%
10. Vietnamese: <0.01%

The portion of users with a non-English language configured in their browser (1% of sessions) is significantly higher than the portion of users that used our Google Website Translation tool (0.03% of sessions). These users are most likely using their in-browser translation tools as opposed to the Google Website Translate tool.

## LEP Survey

In order to assess the frequency of RTD patrons with Limited English Proficiency (LEP), RTD fixed route bus operators were asked to record the number of interactions with customers where language presented an obstacle to understanding or fulfilling the customers' request during the week of August 5<sup>th</sup>, 2013. There was excellent participation in this effort among operators, with 82.4% of the survey cards distributed to operators being returned (1347 survey cards returned of 1635 survey cards distributed).

This exercise indicated that 2.62% of passenger boardings are interactions between a passenger with Limited English Proficiency (LEP) and an RTD bus operator. The larger percentage of those that speak English less than well using RTD services than are indicated in the ACS data may show that those with Limited English are drawn to RTD's services. However, the much lower rate of LEP passenger and bus operator interactions, 2.6%, may indicate that despite having Limited English Proficiency, customers are able to utilize RTD services.

While results may not be reliable at the route level, there seems to be a relationship between the count of Limited English Proficiency passenger interactions and the degree to which the specific route passes through areas identified in the most recent American Community Survey as having a high rate of residents born outside the U.S. While being born outside the U.S. is not equivalent to the rate of Limited English Proficiency, density of individuals may be indicative of Limited English Proficiency resident density.

### **Factor III. Nature and Importance of Transit**

Police, fire and medical emergency services are essential; however public transit is a key means of achieving mobility for many LEP persons. To obtain a better understanding of the nature and importance of RTD services and programs to LEP persons, various government agencies and community organizations were consulted. Government agencies consulted was the Colorado Refugee Services Program (CRSP) and community organizations like Colorado Progressive Coalition (CPC) have provided significant anecdotal information.

Through consultation with various organizations RTD has found the trends of immigrants in Colorado to be consistent with nationwide trends amongst immigrants. Many immigrants desire to switch from public transit to automobile use because personal vehicles are a symbol of assimilation and cars can provide greater mobility or access to economic and social opportunities that are beyond a transit system's service area. Recent immigrants might elect to continue using public transit for at least a portion of their trips if their experience is positive. For transit agencies seeking to increase their "choice riders," it may be easier to retain riders who have past, positive impressions of the system than to attract those persons who have never or rarely used transit. Catering to LEP persons may help to increase and retain ridership among RTD's immigrant communities.

Direct consultation with LEP persons has shown that LEP persons who use transit are substantially dependent upon fixed route bus service. In fact, the areas with the highest concentrations of LEP persons are densely populated and heavily served by RTD Local Bus Service.

### **Factor IV. Available Resources and Costs of Providing Language Assistance Services**

*DOT Guidance: A recipient's level of resources and the costs imposed may have an impact on the nature of the steps it should take in providing meaningful access for LEP persons. Smaller recipients with more limited budgets are not expected to provide the same level of language services as larger recipients with larger budgets. In addition, "reasonable steps" may cease to be reasonable where the costs imposed substantially exceed the benefits.*

RTD is committed to assuring that resources are used to reduce the barriers that limit access to its information and services by LEP persons. To date, RTD has taken many steps to provide language services. Unfortunately, all costs associated with the provision of language assistance haven't been tracked, but a general assessment has allowed for RTD to determine the approximate amount of related LEP related expenditures.

RTD roughly estimates that it spends \$2,500 on the translation of documents, translation of marketing material and accommodation of requests for oral translation. Written and oral translation services are relatively inexpensive for Spanish, French and Russian; while Korean, Mandarin, Vietnamese and African Languages are generally more costly.

## Further Market Research

RTD is committed to increasing its awareness of its interaction with LEP communities within the RTD service area through further focused market research. In 2017, RTD will be conducting another Customer Satisfaction Survey, where physical and web-based surveys will be offered in multiple languages. Additionally, RTD is attempting to identify funding to conduct focus groups to obtain a more detailed perspective of large LEP populations (5,000 or more).

## LANGUAGE ASSISTANCE MEASURES EMPLOYED BY RTD

**DOT Guidance:** *"An effective LEP plan would likely include information about the ways in which language assistance will be provided.*

RTD supports the goals of the DOT LEP Guidance to provide meaningful access to its services by LEP persons. Accordingly, will immediately begin the implementation of its Language Assistance Plan, using tools and resources currently available and develop new mechanisms to assist in the provision of meaningful access to RTD services to LEP communities as needed. RTD currently offers a number of language assistance services, including, but not limited to:

- Oral Translations
- Written Translations
- Public Outreach and Communications

### Notification of Offered Language Assistance Services

Advertising the availability of language assistance services will be key to ensuring LEP persons are able to meaningfully access RTD services. RTD will notify LEP communities by posting signage at all major passenger transfer stations, RTD's administrative offices, and other RTD properties with high volumes of pedestrian traffic. Furthermore, RTD will utilize its website and the relationships developed with community organizations that assist LEP persons, to propagate the offering of language assistance services by RTD.

### Training Staff

The DOT guidance states that employees should know their obligations to provide meaningful access to information and services for LEP persons, and all employees in public contact positions should be properly trained. RTD intends to include training to ensure that:

- Staff knows about LEP policies and procedures.
- Staff having contact with the public (or those in a recipient's custody) is trained to work effectively with in-person and telephone interpreters.

As noted in the Four-Factor Analysis, RTD mainly encounters LEP persons byway of its Local Bus Service. RTD's vehicle operator training courses do provide general skills for handling LEP persons. Fortunately, RTD's workforce well reflects the diversity of the community its serves, as many operators are multilingual and able to assist LEP persons unassisted quite often.

It's reasonable to anticipate that more complex interaction with LEP persons will occur with receptionists, sales associates, transit security and other frontline staff. These frontline employees will have more detailed procedures and sophisticated tools for managing interactions with LEP persons to include, but not limited to:

- Census "I Speak" cards
- Written translations of vital and frequently requested documents
- A contact list of bilingual employees
- Pictograms

As RTD gains a greater perspective of the needs of the LEP community, enhancement to training materials, tools and resources will be provided.

## **Translation of Vital Documents**

Whether or not a document (or the information it solicits) is "vital" will depend on the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not accurate or timely disseminated. For instance, applications for a bicycle safety course would not generally be considered vital, although summaries of major service changes will be vital documents. Other vital documents include but are not limited to:

- Title VI Public Notice
- Title VI Complaint Procedures
- Bus and Rail schedules
- Summaries and notices of public hearings regarding proposed:
  - Transportation plans
  - Service impacting construction activities
  - Major service changes
  - Fare changes.
- Emergency transportation information

RTD will consistently work with community organizations and the LEP populations they serve to evaluate which documents are "vital" to the meaningful access to RTD services and programs.

## **MONITORING AND UPDATING THE LAP**

The DOT guidance also states that recipients should, where appropriate, have a process for determining, on an ongoing basis, whether new documents, programs, services, and activities need to be made accessible for LEP individuals, and they may want to provide notice of any changes in services to the LEP community and their employees. RTD believes that the size of the service area, consistent changes in demographics and frequency of changes to transit services warrants annual reassessment of the LAP.

As previously mentioned, continued market research is essential to the effectiveness of this plan. On an annual basis, RTD will revisit the demographic information from the U.S. Census Bureau, the State of Colorado, community organizations and LEP persons in an effort to remain in tune with the needs of LEP populations.



# Appendix

## LEP Passenger Frequency – Executive Summary

# **Limited English Proficiency Passenger Frequency – Executive Summary**

December, 2013

## Purpose and Methodology

- In order to assess the frequency of RTD patrons with Limited English Proficiency (LEP), RTD fixed route bus operators were asked to record the number of interactions with customers where language presented an obstacle to understanding or fulfilling the customers' request during the week of August 5<sup>th</sup>, 2013.
- There was excellent participation in this effort among operators, with 82.4% of the survey cards distributed to operators being returned (1347 survey cards returned of 1635 survey cards distributed).
- The number of passengers was inferred from RTD average ridership information, by route, within each operator work assignment.
- Obstacles:
  - Within a particular route, some operators would record very high rates of LEP passenger interactions, while others running the same route recorded low rates of LEP passenger interactions. This inconsistency may be a result of real differences in ridership patterns among passengers with Limited English Proficiency, an artifact of the operators' individual characteristics, or the operators' understanding of the task.
  - Operators were instructed to record interactions with LEP passengers, not to assess the language proficiency of all passengers. Passengers that did not speak to the operator that have a Limited English Proficiency would not be noted by the operators.
  - The level of English proficiency required to utilize RTD services may be lower than the English proficiency indicated by the U.S. Census. Passengers with Limited English Proficiency in other areas may have the proficiency required to utilize RTD services.

# Key Findings

- The American Community Survey (ACS) indicates that the Denver-Boulder-Aurora combined statistical area has a rate of those that speak English “Less than very well” of 7.6%.
- RTD customer satisfaction research indicates 13.5% of passengers speak English “Less than very well.”
- This exercise indicates that 2.62% of passenger boardings are interactions between a passenger with Limited English Proficiency (LEP) and an RTD bus operator.
  - The larger percentage of those that speak English less than well using RTD services than are indicated in the ACS data may show that those with Limited English are drawn to RTD’s services.
  - However, the much lower rate of LEP passenger and bus operator interactions, 2.6%, may indicate that despite having Limited English Proficiency, customers are able to utilize RTD services.

	Percentage of LEP Passenger and Bus Operator Interactions
Overall	2.62%
Denver Local	2.58%
Boulder Local	2.78%
Longmont Local*	16.92%*
Express	3.26%
Regional	3.26%
SkyRide	1.98%

\*Low sample size. Few routes and low bus operator participation levels may lead to inaccurate results.

- While results may not be reliable at the route level, there seems to be a relationship between the count of Limited English Proficiency passenger interactions and the degree to which the specific route passes through areas identified in the most recent American Community Survey as having a high rate of residents born outside the U.S. While being born outside the U.S. is not equivalent to the rate of Limited English Proficiency, density of individuals may be indicative of Limited English Proficiency resident density.

# Key Findings - Continued

- Rate of LEP Passenger interactions:

	Percentage of LEP Passenger and Bus Operator Interactions
Overall	2.62%
Denver Local	2.58%
Boulder Local	2.78%
Longmont Local*	16.92%*
Express	3.26%
Regional	3.26%
SkyRide	1.98%

- Rate of LEP passengers as indicated by previous RTD research:

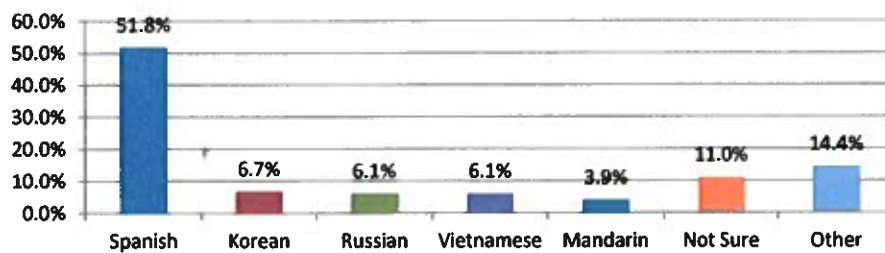
2011 RTD Customer Satisfaction Study				
How well do you speak English?	Fixed Route Bus Services		Light rail	Call-n-Ride
	Bus	SkyRide		
Very Well	87.0%	72.6%	81.8%	85.0%
Less than very well	13.0%	27.4%	18.2%	15.0%

- Rate of LEP residents as indicated by U.S. Census ACS data retrieved in 2013:

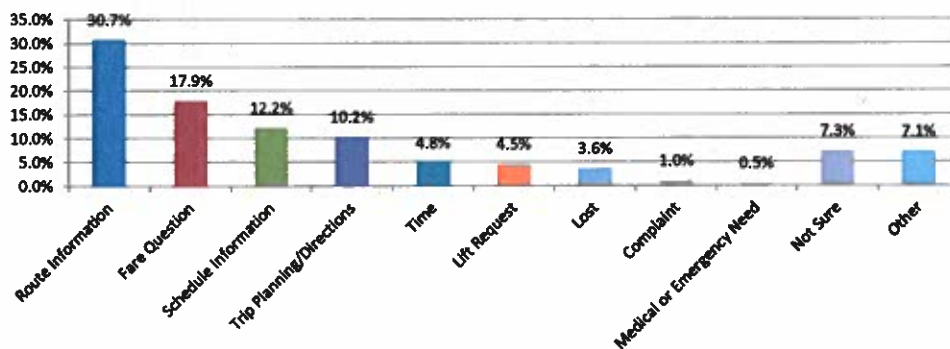
CENSUS DATA	
	% Speak English less than "very well"
Denver-Boulder-Aurora Combined Statistical Area	7.6%
Denver-Aurora-Broomfield MSA	8.7%
Boulder MSA	6.3%
TOTAL	7.7%

## Key Findings – Continued

- Operators indicated that most passengers with Limited English Proficiency were speaking Spanish.



- Operators indicated that most interactions with LEP passengers concerned route information.



# LIMITED ENGLISH PROFICIENCY SURVEY

Please record the number of passengers that did not have the English proficiency required to use RTD services, or to get the information they needed, by route, for each of the routes on your run. Make a tally mark, "X", number or your preferred mark to record the number of Limited English Proficiency passengers by route. Please return your card whether or not you encountered a Limited English Proficiency passenger. Even if you have a blank card, please return it. This information will be needed to determine the level of Limited English Proficiency customers in the District. Thank you for your participation in this important task.

Platte Division  
 Box 39  
 Rum 2311W

1. Please indicate the number of passengers you encountered by a mark or number. Please use the supplied box for each of the routes on your run for this shift.

Routes:

9	
28	
288	
38	
44	

See questions on reverse side

# Survey Instrument



2. If you were able to identify the language used by those not speaking English, please note the language(s) by checking one or more of the boxes below.

- Spanish
- Russian
- Vietnamese
- Mandarin
- Korean
- Not Sure
- Other (please specify) \_\_\_\_\_

3. What type(s) of needs did the customers not speaking English have during your shift today?

- Route Information
- Schedule Information
- Trip Planning/Directions
- Fare Question
- Lift Request
- Lost
- Medical or Emergency Need
- Time
- Complaint
- Not Sure
- Other (please specify) \_\_\_\_\_

4. Please provide any other comments regarding your experiences with Limited English Proficiency or other customers using the space below.

