

## ATTACHMENT A – Proposer Checklist

This form must be completed and returned with the proposal. Failure to return this form may be cause for considering a proposal non-responsive.

Company/Firm Name: \_\_\_\_\_

	Proposer	GVRTA
	Check-Off	Check-Off
Cover Letter	_____	_____
Company/Firm Qualifications & Capabilities	_____	_____
Related Experience / References	_____	_____
Technical Proposal	_____	_____
Personnel Availability	_____	_____
ATTACHMENT A: Proposer Checklist	_____	_____
ATTACHMENT B: Proposal Affidavit	_____	_____
ATTACHMENT C: Acknowledgement of Addenda	_____	_____
ATTACHMENT D: Affidavit of Non-Collusion	_____	_____
ATTACHMENT E: Title VI Assurance	_____	_____

**ATTACHMENT B – Proposal Affidavit**

The undersigned hereby declares that he/she has carefully read and examined the Legal Notice, the Scope of Work, the RFQ Proposal Submission Requirements, and the Contractual Provisions, and is providing a proposal with all required documents and supporting certificates and affidavits, for the provision of services specified.

Signed: \_\_\_\_\_

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

Name and Title: \_\_\_\_\_

Company/Firm Name: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public: \_\_\_\_\_

My commission expires on \_\_\_\_\_

**ATTACHMENT C – Acknowledgement of Addenda**

The undersigned acknowledges receipt of the following addenda to this RFQ.  
(Include the number and date for each entry.)

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Failure to acknowledge the receipt of all addenda may cause the proposal to be considered non-responsive, which will require rejection of the proposal.

Signed: \_\_\_\_\_

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

Name and Title: \_\_\_\_\_

Company/Firm Name: \_\_\_\_\_

**ATTACHMENT D – Affidavit of Non-Collusion**

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the proposer (if the proposer is an individual), a partner in the proposal (if the proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the proposer is a corporation);
2. That the attached proposal has been arrived at by the proposer independently and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other proposer or materials, supplies, equipment, or service described in the Request for Qualifications designed to limit independent proposals or competition;
3. That the contents of this proposal has not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Signed: \_\_\_\_\_

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

Name and Title: \_\_\_\_\_

Company/Firm Name: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public: \_\_\_\_\_

My commission expires on \_\_\_\_\_

## ATTACHMENT E – Title VI Assurance

GVRTA, in accordance with the provisions of the Title VI of the Civil Rights Act of 1964 and the Regulations, hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposal in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1) Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the GVRTA or the COLORADO DEPARTMENT OF TRANSPORTATION to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the GVRTA, or the COLORADO DEPARTMENT OF TRANSPORTATION as appropriate, and shall set forth what efforts it has made to obtain the information.

5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provision of this contract, the GVRTA shall impose contract sanctions as it or the COLORADO DEPARTMENT OF TRANSPORTATION may determine to be appropriate, including but not limited to:

- a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
- b) Cancellation, termination, or suspension of the contract, in whole or in part.

6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the GVRTA or the FEDERAL TRANSIT ADMINISTRATION may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the GVRTA to enter into such litigation to protect the interests of the GVRTA, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Signed: \_\_\_\_\_

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

Name and Title: \_\_\_\_\_

Company/Firm Name: \_\_\_\_\_