



REQUEST FOR PROPOSAL

To Provide

Transportation Planning & Engineering Services

For

The Town of Vail Short Term Transit Route Optimization Plan

May 1, 2024

Town of Vail
Department of Public Works and Transportation
Vail, Colorado

REQUEST FOR PROPOSALS
by:
TOWN OF VAIL
DEPARTMENT OF PUBLIC WORKS
May 1, 2024

ADVERTISEMENT AND NOTICE OF INVITATION

REQUESTS FOR PROPOSAL AVAILABLE:

Request for Proposal, including response submittal requirements for:

Town of Vail Short Term Transit Route Optimization Plan

will be available for download online at the following web address: vail.gov. All proposers who download the RFP must register with Chris Southwick at csouthwick@vail.gov to be added to the plan holder’s list and receive future updates. Failure to do so may result in disqualification. All questions shall be directed to Chris Southwick at the above e-mail address.

RESPONSE INFORMATION:

Proposals are due by **4:00 PM** local time..... **May 31, 2024**

E-mailed or Delivered to:

Town of Vail
Department of Public Works
1309 Elkhorn Drive
Vail, Colorado 81657
Attn: Chris Southwick
E-mail: csouthwick@vail.gov

RFP Questions deadline at 4:00 pm local time.....May 17, 2024
Question Responses Distributed.....May 24, 2024
Contract Award (Anticipated)June 18, 2024

General Project Description

The Town of Vail Colorado is seeking proposals for professional transportation and engineering services to complete the Town of Vail Short Term Transit Route Optimization Plan.

SECTION I. Introduction, Plan Goals and Purpose Statement

A. Introduction

The Town of Vail is seeking a consultant team to work with Town staff to complete a Short Term Transit Route Optimization Plan for Vail, Colorado, including facilitating a public input process.

B. Purpose Statement and Plan Goals

The purpose of this plan is to take a holistic view of transit demand and operations in the Town of Vail and provide short term service delivery recommendations to efficiency meet changing ridership demand and operating conditions from specific events.

These efforts are in support of the Vail Town Council's strategic goal of reducing personal vehicle mode share for trips to Vail particularly trips that originate within Eagle County.

SECTION II. Background and General Scope of Work

A. Background

The Town of Vail is North America's Premiere International Mountain Resort Community. Vail is located approximately 100 miles west of Denver, CO in the Rocky Mountains and is served by multiple different transit systems.

The Town of Vail operates local transit within Vail proper with 7 summer routes and 9 winter routes. These routes serve almost every neighborhood and connect these neighborhoods to the downtown core. The Intown route serves as a downtown circulator facilitating movement through and between the two downtown neighborhoods. These services are utilized by residents, visitors, and employees.

The Town of Vail currently operates 33 buses, four of which are battery electric with an additional eight battery electric buses expected to be delivered by the end of 2024. Approximately 2.8 million unlinked passenger trips are taken on the system annually, with roughly 55% on the Intown route.

There are specific events that are either planned or likely to occur in the coming years which could have potential impacts on transit ridership demand and travel patterns. Each of these events should be analyzed to determine its impact on the Town of Vail's transit operations.

These events include:

1. The construction of a significant number of employee housing apartment units (570 beds) along the North Frontage Road in addition to what already exists (961 beds) along this corridor.
2. The creation of the Eagle Valley Regional Transportation Authority (EVRTA) and subsequent adoption of a fare free zone and increases in regional service.
3. The transition of the bus fleet to all battery electric buses. Four of 33 buses are currently battery electric with 12 expected to be battery electric by the end of 2024 and 100% of the fleet by 2032.
4. The potential of a more intensively managed parking program at the primary Town managed parking facilities throughout the year. Currently the Town only charges for day parking during the ski season (mid-Nov through mid-April). There is a potential that the Town could charge for day parking year-round and/or extend the span of daily paid parking during the winter into the evening.

Two scenarios should be developed that take into effect recommendations from the existing conditions evaluations as well as the following:

1. Assumes that all the above listed events occur.
2. Assumes the first three above listed events occur but parking management policy does not change.

The following should be included in each scenario:

- Proposed System Map for each Season
- Proposed Timetables for each Season
- Operating Cost Estimates
- Staffing Implications (both operators and admin staff)
- Ridership Estimates
- Vehicle Block Schedules
- Crew Schedules

SECTION III: Scope of Professional Services

The successful consultant team will be required to guide the town through the transit planning process. The selected consultant team will be expected to complete the following tasks as a part of the planning process.

1) Task 1: Review

- a. Evaluate current ridership demand
- b. Review current transit operations and schedules
- c. Gather feedback from public, partner agencies, and operations staff on existing conditions
- d. Review transit section of GO 2045 Plan
- e. Produce an existing conditions report evaluating the effectiveness of current network in meeting ridership demand with high level recommendations for improvement

2) Task 2: Impact Analysis

- a. Develop estimated transit impacts of specified events
 1. Operational impacts
 2. Ridership impacts

3) Task 3: Scenario Development

- a. Develop operational plans for each scenario
 1. Propose System Map for each season
 2. Propose Timetables for each season
 3. Estimate operating costs
 4. Estimate Ridership Levels
 5. Determine staffing implications (both operators and admin staff)
 6. Develop vehicle block and crew schedules

4) Task 4: Scenario Review

- a. Gather feedback on proposed scenarios
 1. Gather public, partner agency, and operations staff feedback on proposed scenarios
 2. Attend (1) Parking and Mobility Task Force Meeting
 3. Attend (2) Town Council Meetings

5) Task 5: Meetings, Process and Deliverables

- a. (1) Kick – Off Meeting (In-person if possible)
- b. (6) Monthly Project Update Meetings (Virtual when possible)
- c. (1) Public Meetings (In-person if possible)
- d. (2) Operations Staff Meetings (In-person if possible)
- e. (2) Eagle Valley RTA Meetings (In-person if possible)
- f. (2) Town Council Meetings (In-person if possible)
- g. Maintain Engage Vail Project Site – Provide content, graphics, polls, questionnaires, and review site on regular basis. All content will be uploaded and maintained by Town of Vail on Engage Vail Site (www.engagevail.com)
- h. Maintain minutes of each meeting for review and documentation
- i. Provide necessary documents, graphics and exhibits for each meeting

- j. Provide necessary draft report documents, graphics, and exhibits for review and comment
- k. Provide a final PDF report along with (5) bound reports.
- l. Final Report should be completed by January 1, 2025.

SECTION IV: Selection and Evaluation Criteria

The ideal Proposers will possess and demonstrate the following skills and abilities:

- Extensive knowledge and experience in mobility and transportation planning projects with demonstrated success working with municipalities and resort communities; and be able to show how previous successes are transferable or otherwise adaptable to the Town of Vail's need for this process.
- Demonstrated ability to excel in the public engagement process, and the ability to manage and organize multiple stakeholders with varying ideas and priorities.
- Successful completion of similar plans or studies in a similar mountain resort environment as well as projects with similar site challenges, space constraints, solutions and necessary coordination.
- Demonstrated ability to complete projects on time and on budget with a commitment to the successful completion of the Plan in accordance with the plan goals and objectives.
- Exceptional ability to develop and maintain professional relationships through effective communication, coordination, team building and integrity.
- Proven track record of successfully delivering projects in a collaborative process with multiple stakeholders and multi-disciplinary teams.
- Demonstrated ability to make progress on multiple tasks in a dynamic and ever-changing process and resolve conflicts in communication, coordination, schedule, etc.
- Professional fee that is competitive and based upon the scope and quality of the work to be provided and the ability to bring the project in on budget and on time.

SECTION VI. General Information

Limitations and Award

This RFP does not commit the Town of Vail to award or contract, nor to pay any costs incurred, in the preparation and submission of proposals in anticipation of a contract. The Town of Vail reserves the right to reject all or any submittal received as a result of this request, to negotiate with all qualified sources, or to cancel all or part of the RFP. After a priority listing of the final firms or teams is established, the Town of Vail will negotiate a contract with the first priority firm. If negotiations cannot be successfully completed with the first priority firm, negotiations will be formally terminated and will be initiated with the second most qualified firm and, likewise, with the remaining firms.

Selection

Initial evaluation will be based upon the qualifications of the Proposer. The Town of Vail reserves the right to waive interviews, and to make its final selection based solely upon the qualification statements and evaluation criteria.

Equal Employment Opportunity

The selected consultant team will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

Contract Phasing

Proposed tasks within this RFP may be eliminated or expanded by the Town of Vail at any time due to the progression and sequencing of the scope of work. The contract for professional services will be adjusted accordingly.

SECTION VII: Form of Response

This Section contains detailed instructions to which Proposers must adhere in the preparation and submittal of proposals to the Town of Vail. For purposes of evaluation, Proposers are advised that the proposal content, completeness of information, clarity, ease of reference and effectiveness in demonstrating the qualifications of the Proposer is most important.

One (1) signed electronic copy (PDF) shall be submitted to the Town of Vail.

Proposals must include the following information to be considered:

- A. Cover letter describing the interest the Proposer has in working on the project and what uniquely sets them apart from other equally qualified Proposers.
- B. Professional background information about the Proposer including an indication of who is the project lead and the firm or entity responsible for execution on behalf of the team.
- C. Description of relevant experience. Specifically, transit planning for municipalities of similar size and magnitude in mountain resort communities similar to Vail, Colorado. Please provide at least three (3) references from relevant project experience including name, contact information, project date, and brief project description.
- D. Description of the firms/teams approach to the project, noting project understanding, unique challenges, assessments and project interpretation, and strengths that the individual, firm or team bring to this project. Please be clear and concise when describing the approach.
- E. Specify personnel to be assigned by name, position, specific office location, and commitment of time to the project. Attach resumes of assigned personnel. Please note the local preference for this project.
- F. Provide a fee proposal for the scope of services of the project, with a breakdown of that fee by task. Breakdown should include distribution of hours by task and staff. The fee proposal breakdown shall include a complete line item budget for the work with explanations as necessary.
- G. Provide a project timeline with details for each task.
- G. The Proposer shall obtain and maintain in force for the term of an agreement the following insurance coverages. Certificates of insurance evidencing such coverages shall be furnished to the Town of Vail at the time of signing of an agreement. Prior to cancellation of, or material change in, any requisite policy, thirty (30) days written notice shall be given to the Town of Vail through its risk manager. All automobile liability and general liability policies shall include the Town of Vail as an additional named insured by policy endorsement.
 - 1. Automobile Liability (including owned, non-owned, and hired) in an amount not less than one million dollars (\$1,000,000) each occurrence and not less than two million dollars (\$2,000,000) general aggregate.

2. Worker's compensation and employer liability in accordance with the Worker's Compensation Act of the State of Colorado for employees doing work in Colorado in accordance with this Agreement and with limits in an amount not less than five hundred thousand dollars (\$500,000) each accident and not less than one million dollars disease- policy limit and not less than one million dollars disease- each employee.
 3. Comprehensive General Liability (including personal injury) in an amount not less than one million dollars (\$1,000,000) per each occurrence and not less than two million dollars (\$2,000,000) in the aggregate.
 4. Professional errors and admission liability insurance in an amount not less than one million dollars (\$1,000,000) each claim and not less than two million dollars (\$2,000,000) in the aggregate.
- H. A written statement identifying any reservations, conditions or constraints related to the request for proposals.
- I. Upon selection, the selected Proposer shall execute an agreement with the Town of Vail acknowledging that all design work, including but not limited to plans, photographs, documents, reports, engineered drawings and Project work shall be completed in a professional and workmanship-like manner and that the Project work shall fully comply with all applicable Town of Vail regulations and ordinances and State and Federal laws and requirements.
- K. Upon selection, the selected Proposer shall execute an agreement with the Town of Vail acknowledging that all design work, including but not limited to plans, photographs, documents, reports, engineered drawings and other work produced for the Project shall become property of the Town of Vail, and may be used or reproduced by the Town of Vail without approval from or additional compensation to the Proposer.

The Town of Vail reserves all rights to investigate the qualifications of any and all individuals and firms under consideration, to perform a financial audit of one or more firms, to confirm any part of the information furnished in a proposal, and to require further evidence of managerial, financial or professional capabilities which are considered necessary for the successful performance of work described in this RFP. The Town of Vail reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received.

All proposals and supporting documents, except such information that discloses proprietary or financial information submitted in response to qualification statements, becomes public information held in custody of the Town of Vail after the proposal submittal date given in this RFP. The Town of Vail assumes no liability for the use or disclosure of technical or cost data submitted by any Proposer.

Nevertheless, if a proposal contains information that the Proposer does not want disclosed to the public, or used for any purpose other than the evaluation of this offer, all such information must be indicated with the following or similar statement:

"The information contained on pages _____ shall not be duplicated, used in whole or in part for any purpose other than to evaluate the proposal provided; that if a contract is awarded to this firm as a result of the submission of such information, the Town of Vail shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit the right of the Town of Vail to use the information contained herein if obtained from another source."

All such nondisclosure items specified in the proposal shall be subject to disclosure as provided in Part 2 of Article 72 of Title 24, C.R.S. ("The Colorado Public Records Act") or as otherwise provided by law.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 20__ (the "Effective Date"), by and between the Town of Vail, a Colorado home rule municipal corporation with an address of 75 South Frontage Road, Vail, CO 81657 (the "Town"), and _____, an independent contractor with an address of _____, ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor \$_____. This amount shall include all fees, costs and expenses incurred

by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under the Scope of Services.

D. Contractor shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such

work without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. MISCELLANEOUS

A. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.

B. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

E. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF VAIL, COLORADO

Russell Forrest, Town Manager

ATTEST:

Stephanie Kauffman, Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 20__, by _____ as _____ of _____.

My commission expires: _____

(S E A L)

Notary Public

EXHIBIT A
SCOPE OF SERVICES

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

- Contractor shall
- Contractor shall
- Contractor shall

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

-

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Vail (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

***[To be completed only if Contractor participates in the
Department of Labor Lawful Presence Verification Program]***

I, _____, as a public contractor under contract with the Town of Vail (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

Signature

Date

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2022, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public