

Cheyenne Metropolitan Planning Organization

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**CHEYENNE REGIONAL  
FREIGHT MOBILITY STUDY**

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**Strengths, Weaknesses, Opportunities & Threats  
(S.W.O.T.)**

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**Request for Proposals**

**Release Date: Monday, March 23, 2015  
Revised April 7, 2015  
With Budget Amendment**

**Responses Due: Wednesday, April 22, 2015, 5:00 PM**

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**CHEYENNE REGIONAL  
FREIGHT MOBILITY STUDY  
REQUEST FOR PROPOSAL  
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## I. INTRODUCTION

The Cheyenne Metropolitan Planning Organization (Cheyenne MPO) hereby requests the professional services to conduct a Freight Mobility Study (FMS) for the Cheyenne Metropolitan Planning Area. Qualified Consultants are invited to submit a letter of interest, eight (8) copies of a proposal, and one sealed envelope with the Consultant's fee schedule and cost estimate to:

Contact: Thomas Mason  
Address: Cheyenne MPO  
2101 O'Neil Avenue, #205  
Cheyenne, WY 82001  
[www.plancheyenne.org](http://www.plancheyenne.org)  
Email: [tmason@cheyennempo.org](mailto:tmason@cheyennempo.org)  
Phone: 307-637-6299  
Fax: 307-637-6308

Proposals should be limited to 8 ½ x 11 sheets for a maximum of twenty (20) total pages (40 pages if double-sided), not including the cover or back sheets. The Cheyenne MPO will select and interview up to three consultants from those qualified responding to this request. The Cheyenne MPO will consider responses received by 5:00 p.m. Mountain Time on April 22, 2015.

## II. FORMAT AND CONTENT OF PROPOSAL

**Cover:** Please clearly identify the lead Consultant (with the name or logo) and identify the project: Cheyenne Regional Freight Mobility Plan.

- 1) **Consultant Overview** – Include information on lead and sub consultants on the team. Please identify type of organization for each Consultant (corporation, partnership, etc.). The lead Consultant would be required to carry liability insurance for this project.
- 2) **Project Approach** – Provide a narrative of your approach to the project. Please be sure to include any creative approaches, efficiencies, or unique experience that would set your team apart from others.
  - a) Provide a summary of your organization's understanding of the project.
  - b) Provide your organization's plan to complete each task associated with this project.
  - c) Demonstrate other creative approaches to enhance the project. Examples of such could include but are not limited to:
    - i) Efficiencies
    - ii) Innovations
    - iii) Best Practices
- 3) **Project Schedule** –The anticipated start date for the project is May/June 2015. The MPO requests that the project take no more than twelve (12) months to complete. Provide a project schedule that is tied to months as time units rather than specific months (i.e. Month 1, Month 2, etc.)

- 4) **Project Team** – Teaming arrangements are welcome, but not required.
  - a) Include an organizational chart with estimated participation percentages for each Consultant (if teaming).
    - i) Consultants that are Disadvantaged Business Enterprises (DBE; Minority, Women owned or Veteran Business Enterprises) should be identified in the organization chart.
    - ii) Include resumes of key team members, including anticipated percent participation on the project and billing rates. Resumes should detail educational qualifications and previous work assignments related to freight planning. Include job descriptions and qualifications, description of duties, and responsibilities of each employee.
  - b) Denote the project manager and deputy project manager (if appropriate) and why they have been selected to manage this project. Consultants will not be allowed to switch key staff without prior approval.
  - c) These credentials will be subject to verification.
- 5) **Relevant Projects** – Include at least three (3) projects that demonstrate relevant project experience according to the suggested tasks. The three examples can be a combination of the individual team members' & Consultants' experience. Specify what role team members played in the projects highlighted. Please include one relevant project per Consultant that highlights expertise similar to the task(s) currently proposed. Consultants may be asked to submit a digital copy of the final document for two (2) of the projects listed.
- 6) **References** – Include 3-5 references. Please list each individual's name, contact information and relevant project(s) you completed with that organization. Do not include a staff of the MPO, City, County or WYDOT as a reference.
- 7) **Other Information** –
  - a) **Modifications to Scope of Work** – The attached Scope of Work is a draft and the MPO welcomes a discussion of a more appropriate and/or detailed Scope of Work and to also meet all Federal Requirements including the *Moving Ahead for Progress in the 21<sup>st</sup> Century* Legislation (MAP-21).
  - b) **Sealed Price Envelope** - Provide a complete line item budget for all Phases of the work listed in the Scope of Work, with breakdown of each phase, as necessary to complete the Project as specified in the RFP, its attachments and other documents referenced.

The City of Cheyenne is the fiscal agent for the Cheyenne MPO, and contracts will be sent to the City Governing Body for approval if the final contract is \$35,000 or greater. All proposals received will be considered public information by the City of Cheyenne/MPO. Consultants are advised that any information considered by them to be trade secret, privileged or confidential data should not be revealed in the proposal. Contents of proposals received and completed rating sheets will be made available to anyone requesting them after the selection process has been completed and the contract has been awarded.

Any and all proposers may submit inquiries in writing to the MPO at any time prior to noon on April 10, 2015. Any written question of a proposer regarding the meaning or interpretation of the RFP, scope of work, specifications, etc., must be submitted to the MPO prior to the above specified date. All clarifications given to any prospective proposer shall be similarly furnished to all prospective proposers in summary form as an addendum to this RFP. **These clarifications and amendments to the RFP will be placed on the Cheyenne MPO web page only.** Therefore, Consultants that intend to propose should check the web page periodically to make

sure they have the latest information before turning in their final proposal. No technical assistance shall be given by the MPO to any proposer in preparation of its proposal. Written or e-mail inquiries shall be directed to:

Contact: Thomas Mason, Director  
Address: Cheyenne MPO  
2101 O'Neil Avenue, #205  
Cheyenne, WY 82001  
Email: [tmason@cheyennempo.org](mailto:tmason@cheyennempo.org)

Any or all changes, additions, or clarifications in connection with this RFP shall be issued by the MPO in the form of written addenda. The MPO is not bound by any oral comment, response or representation regarding this RFP. The MPO reserves the right to reject any or all proposals if determined to be in the best interest of the MPO/City.

### **III. SELECTION PROCESS**

Proposals will be reviewed by a selection committee appointed by the Cheyenne MPO. This committee may be composed of representatives of the City, County, Cheyenne MPO, WYDOT, economic development agencies, and elected official, etc. The committee will select a Consultant with demonstrated professional expertise and experience in freight planning, transportation analysis, data collection, project design, ITS and other regional transportation planning topics. The MPO will be responsible for contract management and supervision.

The selection committee will interview three or more selected Consultants from those responding to this announcement. After interviews are completed, the committee will score the Consultants using the Scoring Criteria sheets included in this RFP. One Consultant will then be selected based on the highest total weighted score. The selected Consultant's fee schedule and cost estimate envelope will be opened. The Cheyenne MPO will proceed to negotiate a contract with the selected consultant. The negotiations will focus on finalizing a detailed scope of work and cost for the project. In the event a satisfactory agreement cannot be reached, negotiations will be terminated and the MPO will then negotiate with the second place Consultant. This process will be followed until a mutually satisfactory agreement is reached.

The Cheyenne MPO follows the Qualification based selection found in The Brooks Act, Public Law 92-582. The Cheyenne MPO may award the project to the proposing Consultant that best meets the needs of the project.

Preparation of the plan will be coordinated by the MPO and a Steering Committee will be utilized to guide the development of the FMS. The Steering Committee will include representatives from the MPO Technical Committee, stakeholders from the freight industry, federal and state agencies, the military, and the community, etc.

#### IV. CHEYENNE REGIONAL FREIGHT MOBILITY PLAN SCOPE OF WORK

##### Introduction

The Cheyenne Metropolitan Planning Organization (MPO) is soliciting proposals from qualified consultants to provide professional planning services for the preparation of the *Cheyenne Regional Freight Mobility Study (FMS)*. The first objective of the study is to conduct a comprehensive study of our freight system and determine the strengths, weaknesses, opportunities and threats, also known as S.W.O.T. Elements to be included are:

- **Strengths:** characteristics of the regional freight activities and its advantages
- **Weaknesses:** characteristics that place the regional freight activities at a disadvantage
- **Opportunities:** elements that regional freight could exploit to its advantage for economic growth
- **Threats:** elements in the environment that could cause trouble for the regional freight activity

The second objective of the project is to:

- Develop a plan that will guide the orderly growth of, improvement of existing and funding of future development for safe freight corridors, routes, access, and intermodal distribution facilities.
- Examine regional freight movements, patterns, origins and destinations.
- Recommend means of improving the contribution of the freight transportation system to economic efficiency, productivity, and competitiveness of the region.
- Analyze how to promote consistency between freight transportation investments, City and County Street and Road Standards and land use planning and development policies. This evaluation is expected to address how land use decisions affect the freight system and provide recommendations to increase viable options for freight infrastructure projects and centers.
- In turn, the transportation sector should be aware of the effects the existing and future surface transportation systems may have on land use development demand, choices, and patterns.
- Determine impacts of freight on existing land use and appropriate mitigations.
- It is required by federal mandate that the transportation planning process considers and implements projects, strategies, and services that further the following eight planning factors:
  - ✓ Economic Vitality,
  - ✓ Safety,
  - ✓ Security,
  - ✓ Accessibility and Mobility,
  - ✓ Environment, Energy, and Quality of Life,
  - ✓ Integration and Connectivity,
  - ✓ Efficient System Management, and
  - ✓ System Preservation.

Development of the FMS will meet the requirements of MAP-21 and all federal mandates; 23 USC, Title 49 CFR and facilitate the implementation of the policies and strategies outlined in the

2014 *PlanCheyenne* – *Cheyenne Area Master Transportation Plan*, regional economic development plans and goals, and other relevant planning documents. Known documents include:

- *PlanCheyenne 2014* – [PlanCheyenne – Reflections and Progress | Cheyenne MPO](#)
- *Western Cheyenne Transportation Study* - <http://www.plancheyenne.org/wp-content/uploads/2011/12/W-Cheyenne-Final-Report.pdf>

Coordination will take place with the Wyoming Department of Transportation (WYDOT) freight planning effort in addition to the economic development goals of Cheyenne LEADS, Laramie County’s economic development agency and local businesses.

The FMS will provide recommendations for development of and strategies for implementing freight projects that can reasonably be funded and will offer improved freight connectivity and access throughout the region. The FMS will also be used to establish Intelligent Transportation Systems (ITS) planning, performance measures, and data management tools that will guide future freight infrastructure while recognizing community values. The topic areas to be addressed in the planning process will include, but not be limited to: freight trends and forecasting, regional freight assessment, emerging issues, land use, innovative funding strategies for freight infrastructure, local and regional traffic and transportation, current freight facility deficiencies, data collection, freight performance measures, intelligent transportation systems, economic vitality, private/public partnerships and policy recommendations.

## **Background**

Cheyenne is the capitol city in the State of Wyoming and is located in the southeast county of the state. It is 10 miles north of the Colorado border and 45 miles west of Nebraska. The first transcontinental railroad; Union Pacific was the reason Cheyenne was founded in 1867. Later in the early 1900’s the historic Lincoln Highway (U.S. 30) made its way into the city. Interstate 80 was built in the 1960’s and bisects the city. Both the UPRR and I-80 pass through the Cheyenne area.

Freight traffic on I-80 and the UPRR is very high. I-80 carries about 45% trucks and the UPRR moves from 60-80 trains a day through Cheyenne. Additionally, freight that travels north and south in the Rocky Mountain west travels along Interstate 25 or on the Burlington Northern Santa Fe railroad. Both of these corridors are located on the western edge of the urban area.

Cheyenne has always been in the position to take advantage of many opportunities with freight. In recent history, Cheyenne LEADS, the economic development agency for Laramie County developed two major industrial and high tech business parks; the Cheyenne Business Parkway is on the east side of the city and the North Range Business Park is on the west.

<http://cheyenneleads.org/> The Cheyenne Business Parkway contains the Lowe’s Distribution Center, Sierra Trading Post’s Fulfillment Center, and several other smaller freight users. The North Range Business Park contains the Wal-Mart Distribution Center, NCAR Super computer and Microsoft Data Center.

Recently, private firms have developed portions of the 7,200 sq. acres *Cheyenne Logistics Hub at Swan Ranch* (Swan Ranch). <http://granitepeakdev.com/ind-swan-ranch.html>. The Swan Ranch totals over 2,500 acres of heavy industrial property. Infrastructure includes dual 115 Kva

transmission lines, 42 inch water main, Industrial grade road network, odorized and non-odorized natural gas and multiple fiber carriers allow for virtually any use. The park is served by both of the regions Class 1 railroads - the Burlington Northern Santa Fe and the Union Pacific. The classification yard and the loop facility allow for receipt and delivery of unit trains and manifest loads. The Swan Ranch in partnership with WATCO provides the local car switching with two locomotives on site. Running rights allow access by the Norfolk/Southern Railroad. The Swan Ranch accepts both HazMat and non-HazMat rail cars. The Swan Ranch borders Interstate 25 and Interstate 80 with direct access to U.S. Highway 85. There are two Interstate 25 access points, with one designed to carry the maximum length and width loads allowed.

There are a few smaller industrial and commercial business parks in the community; all with access to the interstates via the local road system. Con-Way Freight, UPS, Old Dominion, ABF, YRC, and FedEx, amongst others, operate trucking terminals with various levels of service within Cheyenne. Upland Park provides rail access and the BNSF and UPRR yards offer team track and other services. Several other sites in town also have private rail spurs.

Two large industrial plants are located in the Cheyenne area. Holly Frontier Refinery receives most of its oil from pipelines and the end products are shipped out via truck and rail.

<http://www.hollyfrontier.com/cheyenne/>

Dyno Nobel is a chemical plant on the west side of the urban area. It receives and sends out its products on both rail and truck. <http://www.dynonobel.com/>

F.E. Warren Air Force Base is another major freight mover in the community as it serves our country and fulfills its important missions. The Base services 150 Minuteman III intercontinental ballistic missiles to and from the base located on the west side of the city to the missile sites in the surrounding rural area.

The Scope of Work outlined in this RFP is intended to provide flexibility to consultants to propose the most appropriate means of completing this project in the most efficient, timely, and cost effective manner. Proposers are expected to develop an appropriate public process and a methodology for each of the project components. The consultant may propose a different approach to the project, as long as the following tasks are included. The MPO reserves the right to request changes to the scope, as appropriate, during contract negotiation. This FMS will be an amendment to *PlanCheyenne, 2014*.

### **General Tasks To Be Performed By Selected Consultant:**

#### **1) Project Management and Coordination**

- a) General project management of tasks for this project.
- b) Update the Freight Steering Committee regularly during the process and solicit input at critical stages in the planning process. The Freight Steering Committee will be created from the MPO Technical Committee as well as additional members as needed to serve as advisors for the project.
- c) The Freight Steering Committee will provide direction during the study. The MPO Citizens' and Technical Committee will review the recommendations of the consultant but the MPO Policy Committee will approve the recommendations of the study. As a result, the consultant will update MPO Committees periodically. The FMS will also be



sent to the Governing Body of the City of Cheyenne and the Laramie County Board of Commissioners. Public Hearings will be held at both the City and County Planning Commissions.

## **2) Public Involvement**

- a) The public involvement program will be directed and managed by the MPO but the consultant(s) will be expected to attend public meetings and to prepare and produce materials for those meetings. The consultant(s) will also be expected to participate in stakeholder meetings. A variety of tools will be utilized to reach different demographics and stakeholder groups.

## **3) Existing Conditions**

- a) Review previous studies and plans prepared by the public sector. Visit with Cheyenne LEADS, Granite Peak and other private freight movers and producers to understand the existing conditions and economic development potentials for the Cheyenne Area.
- b) Coordinate with and review WYDOT Port-of-Entry data, issues and needs.
- c) Review City Code as it pertains to Freight. Analysis local delivery needs and issues.
- d) Identify existing freight infrastructure in all freight-carrying modes, the warehousing and intermodal facilities located in the region, the freight corridors that pass through the region, and service facilities.
- e) Examine trends/needs/issues important to the regional freight network, including infrastructure improvements in neighboring states or major national or international capital improvements expected to affect freight movement through Laramie County and therefore the Cheyenne Urban Area. This information should help the plan develop and refine its recommendations.
- f) Compile and analyze data relevant to the movement of freight goods and its role in the regional economy. This should include employment figures, land use, supply chains, and other relevant data. This data analysis should include a comparison of the Cheyenne area to peer regions using employment, population, and other vital data. The report needs to identify industries of strength within the Cheyenne region, focusing particularly on industries that play a direct role in freight movement (e.g . warehousing, manufacturing, oil industry).
- g) Develop performance measures to analyze freight network and determine strengths and weaknesses of the network.

## **4) Stakeholder Input**

- a) Identify freight stakeholders that will be interviewed during the planning process. These stakeholders should include motor carriers, rail carriers, local manufacturers, and real-estate professionals with commercial /industrial expertise, site selection experts, The Front Range Rail Committee (passenger rail), local public agencies, and the Wyoming Department of Transportation (WYDOT) Planning/Freight Office. These interviews should help the planning process by gaining insight into areas of concern and ways to improve the existing freight network. These interviews should be in-person and may require follow-up.

## 5) Findings and Recommendations

- a) Use planning data and stakeholder feedback to begin to identify significant freight corridors or geographic areas of freight significance (e.g. clusters of warehouses).
- b) Identify high-priority significant freight areas, including transportation corridors. These could be geographic areas that facilitate a significant volume of freight traffic (primarily by truck), origins/destinations of freight, or any other areas of freight significance according to the planning team. The purpose of identifying these areas is to provide the MPO and its local governments with information on areas that could use improvement to facilitate freight movement. Data and stakeholder feedback should be used to determine the freight areas and corridors.
- c) Identify major deficiencies facing freight transportation in all modes.
- d) Determine freight goals, policies, strategies, and performance measures that the MPO can adopt that will guide the freight-related transportation investment decisions and enhance existing freight services, keeping in mind the freight-related and performance-related provisions of the current surface transportation legislation, *Moving Ahead for Progress in the 21st Century (MAP-21)*.
- e) Discussion of the MPO's decision-making process on freight transportation improvements, including how the MPO conducted outreach to stakeholders and the public and how the MPO prioritized the various strategies, projects, and policies.
- f) Suggest quick action freight projects that can immediately improve freight movement. A funding plan will be included, showing how each project will be funded, including grants and public-private partnerships. The LRTP and TIP should also be examined to determine if any existing or future proposed projects fit these guidelines.
- g) Recommend other longer-term improvements such as railway-highway grade separation, improvements to interchanges, truck parking facilities, improvements to freight intermodal connectors, relocation/consolidation of ports of entry, and improvements to truck bottlenecks.
- h) Make recommendations for local issues and solutions that pertain to the WYDOT Port-of-Entries.
- i) Make recommendations for rewriting and improving City Code concerning freight, including development standards for truck access, circulation, parking, and buffering from adjacent land uses.
- j) Develop a new freight route map along with restrictions in the urban area. Find opportunities to help with local deliveries.
- k) Identify and make suggestions on how to separate normal day-to-day commuting traffic from freight movements.
- l) Identify and make suggestions on innovative technologies and operational strategies, including ITS, that improve the safety and efficiency of freight movement.
- m) Identify and make suggestions on how to improve freight safety and security through the Cheyenne urban area.
- n) Identify and make suggestions on how to reduce the environmental and community impacts of freight movement.
- o) Identify future freight plans/actions to expand on the current plan.

## **6) Documentation**

- a) The consultant will prepare interim technical memos, PowerPoint presentations, graphics, maps and other documentation to ensure effective public education and communication.
- b) A draft report will be prepared and presented to the Steering Committee and MPO for review by the Citizens', Technical Committees and stakeholders.
- c) A final report documenting the analysis, findings and recommendations will be required as will a summary PowerPoint presentation for use at MPO meetings. Ten bound hard copies of the draft and final document will be submitted as well as a PDF version and accompanying software files of data included in the report and accompanying maps.

## **Other Consultants Tasks**

- 1) Develop and conduct a robust public participation strategy that includes not only residents, businesses, but also stakeholders in the community. This process should be consistent with the MPO 2007 Public Participation Plan or its updates (in process). Use of creative and innovative methods for generating comprehensive stakeholder and public involvement is encouraged.
- 2) Interview stakeholders to discuss their concerns and their thoughts on future development and/or any other pertinent information to be taken into account at the beginning of this planning process. Interview other agencies such as City and County Planning Offices, Cheyenne LEADS, Granite Peak Development and appropriate property owners. Other tools such as focus groups, standard surveys and visual preference surveys should be considered if such methods will augment broader stakeholder and public participation.
- 3) With MPO staff assistance set up project coordination meetings with a steering committee of agencies and stakeholders that will guide the development of the final recommendations in the plan.
- 4) Evaluate existing planning documents including the MPO Travel Demand Model, project future (25 yr.) freight traffic volumes and public and private development potentials.
- 5) Obtain WYDOT's Freight Plan and coordinate with WYDOT's consultant and planning staff. Coordinate the development of performance measures.
- 6) Produce detailed work schedule, expected meeting dates, task completion dates and bi-weekly conference call schedule.
- 7) Provide documentation & recordkeeping- minutes to record action items and decisions from conference calls, kick-off meeting, and FMS public hearing.
- 8) Prepare and submit monthly invoices and progress reports.

## **Other Deliverables**

- 1) Advertisement and educational materials for publication to be used for public participation purposes. Such materials include project fact sheet, social media resources, postcards etc.
- 2) Materials for staff, steering or public meetings including maps, display boards, handouts, surveys and sign-in sheets
- 3) Attendance and presentation at meetings including up to two MPO Technical Committee, four steering committees, Two public open houses, two Planning Commission Public Hearings, two other to-be-determined.
- 4) Electronic files of presentations to Steering Committee, MPO Committees, Public meetings, Planning Commissions etc., and summary of all meetings for the MPO website

- 5) The final document will summarize the S.W.O.T. analysis, the planning process, other traffic analysis and public involvement. Preliminary design exhibits for the plan will be prepared including freight maps, routes, etc.
- 6) Electronic copies of all documents, images, photos, draft plans and final plans
- 7) Files and GIS data of all maps created for City/County's GIS mapping purposes
- 8) 10 hard copies each of the Draft and Final Plan

### **Budget and Project Schedule**

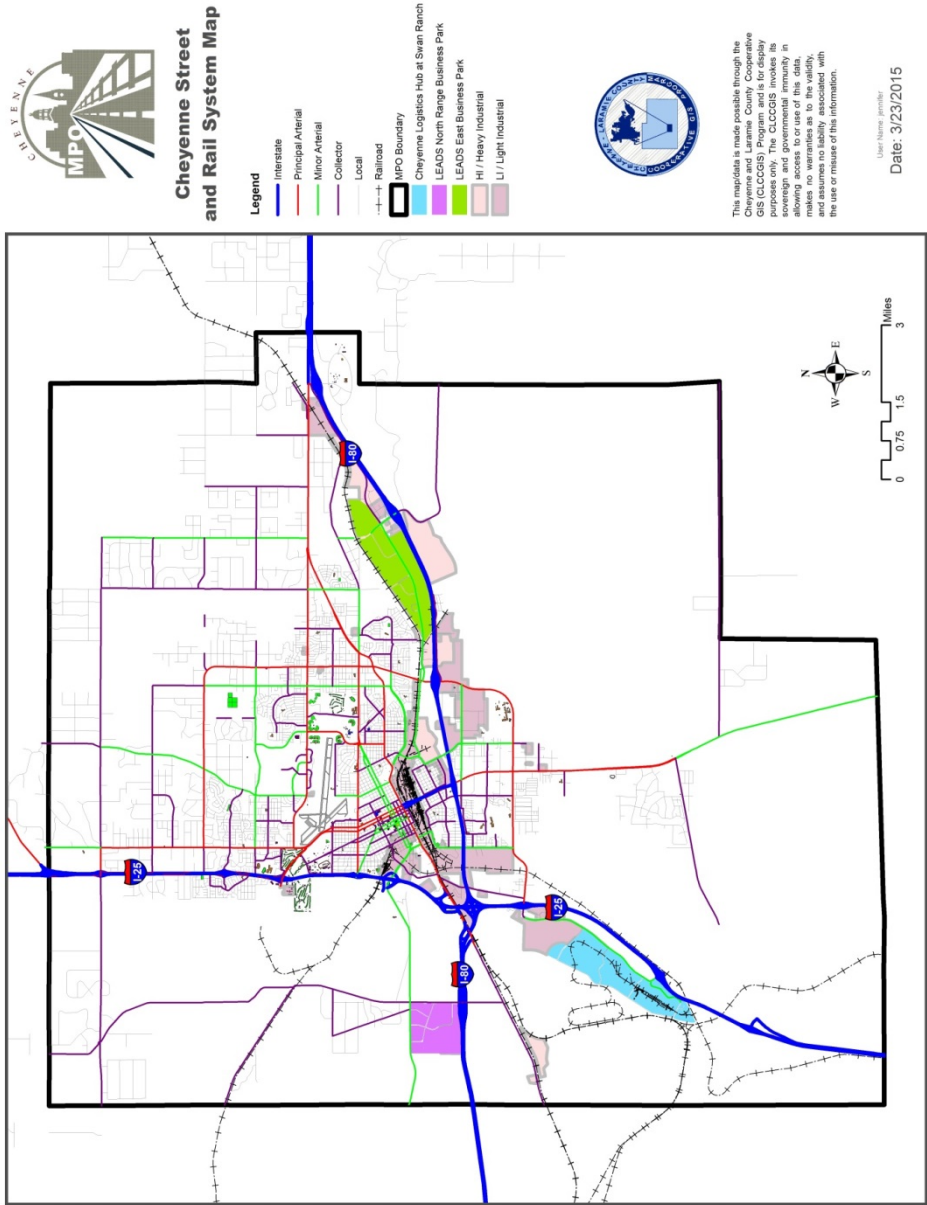
The budget for this planning project was originally \$80,000 as identified in the *2015 Cheyenne MPO Work Program*. However, the MPO Policy Committee has amended the budget to \$159,102. (April 7, 2015) Once the most qualified firm is selected a final cost for the project will be negotiated. If necessary the *Unified Planning Work Program* could be amended or work could be split over two fiscal years if approved by the Policy Committee.

It is anticipated that the work as outlined could be completed twelve months after the contract is signed.

### **Data Available**

The MPO will supply available digital and printed information as needed, including: existing land use inventory data, zoning status, aerial photography (2014 imagery), area characteristics, major utilities, traffic count data, crash data, socio-economic data, and other relevant information that is current and available. For data analysis, ESRI GIS and TransCAD format is preferred.

# V. MAP OF THE CHEYENNE AREA



## VI. PROJECT SCHEDULE AND COST

### Consultant Selection

March 26, 2015	Legal Notice Posted in Paper
April 10	Deadline for questions and clarifications
April 22	Proposals due from Consultants
May 1	Review Committee selects Consultants for interviews
May 14/15	Interviews are held and review committee completes final selection
May 29	Professional Services Agreement finalized with successful Consultant
June 3	Agreement placed on City Council Agenda
June 8	City Council Meeting No.1: Agreement referred to Finance Committee
June 15	Agreement discussed in Finance Committee
June 22	City Council Meeting No. 2: Agreement approved/disapproved
June 23	Notice-to-proceed issued by City if Agreement approved

### PROJECT SCHEDULE (SUBJECT TO REVISION BY SELECTED CONSULTANT)

July 2015	Begin Data Collection and Stakeholder interviews
October 2015	S.W.O.T. Analysis Report Completed
February 2016	Complete FMS Public Review Draft
May 2016	Complete FMS Public Hearing Draft
June/July 2016	Final approved FMS Document

During the development of the study/plan, if the schedule in the contract cannot be kept, the consultant shall provide the MPO a written revised schedule with explanation to be approved by the Policy Committee.

### COST

Cheyenne MPO has funds budgeted for this project and reserves the right to amend the budget, if necessary. The final budget will depend upon the specific Scope of Work and the negotiated fee schedule. Negotiations could focus on adjusting the Scope of Work. If the Consultant feels that portions of the work could be done by the Cheyenne MPO with a commensurate savings to the Cheyenne MPO, the particulars should be mentioned in the section of the Proposal dealing with Modifications to the Scope of Work. The current budget identified in the amended FY `15 UPWP is approximately ~~\$80,000~~ \$159,102. Depending on the selected Consultants cost and scope of work, the project may be divided over more than one MPO fiscal year.

### CONSULTANT INVOLVEMENT

The Consultant will hold meetings as needed with the Project Steering Committee, Stakeholders, City and County Planning, Public Works and Engineering, WYDOT and MPO during the course of the project. The Consultant can expect meetings at the project kickoff, prior to all public meetings, two to three weeks after all draft submittals and at the conclusion of the project to ensure all concerns from all stakeholders have been addressed satisfactorily. Throughout the project, the selected Consultant shall periodically meet with the MPO Staff/Administrators.

Cheyenne MPO through the GIS Cooperative will provide the existing mapping data, reports and project information. There is much national and industry data and information that is available for utilization on this project. Qualified Consultants would have this data at their disposal. If the

Consultant believes additional or new data is necessary, they should state so in the Proposal. The Consultant will also prepare such graphics and other maps that may be needed to illustrate the recommendations and improvements proposed. The Consultant will be responsible for preparing the final recommendations in a map and report format, as well as, electronically. Extensive effort will be made to obtain public input and will involve advertisement and active solicitation. Before presentations of the final document to the MPO Policy Committee and City and County Governing Bodies, there will be meetings with the MPO Technical and Citizen's Advisory Committees. Expect two Public Open Houses. Public Hearings will be held at the City and the County Planning Commissions. This FMS will be an amendment to *PlanCheyenne, 2014*.

The Consultant will be responsible for miscellaneous copies for review to MPO, WYDOT, County, City and Steering Committee as needed throughout the project. The Consultant will be responsible for providing ten (10) hard copies of the preliminary draft report and electronic files. The Consultant will be responsible for providing ten (10) hard copies of the final report and maps after its adoption by the County Board of Commissioners along with electronic files.

**The Final Planning document will contain the below disclaimer within the title pages:**

*"The preparation of this report has been financed in part through grant[s] from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under the State Planning and Research Program, Section 505 [or Metropolitan Planning Program, Section 104(f)] of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."*

## VII. EVALUATION CRITERIA

### WEIGHTED SCORING CRITERIA

<b>PROJECT: Cheyenne Regional Freight Mobility Study</b>				
<b><u>CRITERIA</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>WEIGHT</u></b>	<b><u>SCORE</u> (0 - 10)</b>	<b>TOTAL</b>
<b>Planning process</b>	Demonstrated technical expertise and ability of Consultant to develop and implement a comprehensive transportation planning process. Such process will foster consensus building between various stakeholders involved in the plan.	<b><u>10</u></b>		
<b>Written Proposal quality</b>	Readability, completeness, brevity, and organization of the written proposal.	<b><u>10</u></b>		
<b>Applicable education and experience</b>	Education, experience with similar work, and verification of pertinent requirements of Wyoming law concerning the practice of the professional services required.	<b><u>9</u></b>		
<b>Performance on past projects</b>	Success on previous projects in the way of project quality, budget, schedule and cost control.	<b><u>9</u></b>		
<b>Project innovations</b>	Ideas or suggestions to improve the schedule, feasibility, cost savings and/or scope of the project.	<b><u>8</u></b>		
<b>Familiarity with project</b>	Knowledge of project background, needs, goals, limitations, and special considerations.	<b><u>8</u></b>		
<b>Public process and involvement</b>	Demonstrated ability to work with the citizens, public agencies and private sector. Consultant's ideas, methods and past experiences that will be utilized to obtain public participation.	<b><u>7</u></b>		
<b>Adequate resources</b>	Sufficient available staff and equipment to complete the proposed work within the requested time frame.	<b><u>7</u></b>		
<b>Equal opportunity</b>	Consultant's record on affirmative action and response to relevant policies regarding minorities, women and disadvantaged business in employment contracts.	<b><u>5</u></b>		
<b>Total</b>				



## VIII. SAMPLE CONTRACT

City Contract # \_\_\_\_\_

MPO Contract # 187XXX

### PROFESSIONAL SERVICES AGREEMENT for Cheyenne Regional Fright Mobility Study

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of June, 2015 by and between the Cheyenne Metropolitan Planning Organization, hereinafter referred to as the "MPO" and \_\_\_\_\_, hereinafter referred to as "Consultant." The City of Cheyenne is acting as the agent of the MPO for the contract administration and as the MPO's Fiscal Manager in accordance with Contract #6111.

#### RECITALS

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

1. SCOPE OF WORK  
The Consultant agrees to provide services as described for the above mentioned project, in accordance with the Scope of Work attached hereto as Exhibit "A" incorporated by reference and expressly made a part hereof.
2. TIME OF PERFORMANCE  
The work included in this scope of work will be completed in accordance with the project schedule attached as Exhibit "B". Any extensions of the time limit set forth in the Scope of Work shall be agreed upon in writing between the parties.
3. CONSULTANT RESPONSIBILITY  
The Consultant shall be responsible for the professional quality, technical accuracy, timely completion of drawings and other services rendered by the Consultant and its sub-consultants and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies, except to the extent that such errors, omissions or other deficiencies arise from the digital data created by *Cheyenne/Laramie County Cooperative Geographic Information System (CLCCGIS)*.
4. GIS MAPS AND DIGITAL DATA  
If the consultant uses any maps, coverages, images, or other digital data created by the CLCCGIS for the project specified in Exhibit A, the consultant agrees to return or destroy that information once the project is complete. Consultant agrees not to reuse or sell the GIS maps or data, which were provided as a professional courtesy and to minimize the cost of the project.

5. GIS DATA LIMITATION AND DISCLAIMED LIABILITY

GIS data is collected primarily for use by the City of Cheyenne and Laramie County. Any unauthorized use of the data is at the risk of the user. The CLCCGIS cannot vouch for any unauthorized use.

6. COMPLIANCE WITH LAWS

The Parties agree that they will perform their obligations as provided in this agreement in accordance with all applicable laws and ordinances.

7. DRUG-FREE WORKPLACE

In compliance with the Drug Free Work Place Act of November 1988, the City of Cheyenne has established an Alcohol and Controlled Substance Policy that pertains to alcohol and drug usage by City Employees. All architects, engineers and other consultants under contract with City of Cheyenne, and their employees and sub consultants, are required to comply with the provisions of the City's Alcohol and Controlled Substance Policy for drug and/or alcohol usage on City property or other sites occupied by the consultant while performing the duties and responsibilities of the contract. It is the responsibility of the consultant to familiarize themselves with the requirements of this policy and to inform all their employees and sub-Consultants of the requirements and ensure their compliance. If the consultant, their employees or sub-consultants are found in violation of this policy, the contract may be terminated.

8. INDEMNIFICATION / HOLD HARMLESS

The Consultant agrees to indemnify, hold harmless and defend the City from and against any and all liabilities, claims, penalties, forfeitures and suits, and the cost and expenses incident thereto, including reasonable attorney's fees, which may hereafter arise as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders to the extent caused by (1) the Consultant's breach of any term or provision of this Agreement; or (2) any negligent or wrongful act, error or omission by the Consultant, or its employees or sub consultants in the performance of this Agreement. The Consultant acknowledges that it may incur a financial obligation to the City pursuant to the terms of this paragraph.

9. INSURANCE REQUIREMENTS

The Consultant must provide proof of the following insurance coverages:

**Commercial General Liability Insurance**

For claims arising out of bodily injury, illness or death, or from damage to or destruction of property of others, including loss or use thereof, with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate for the entire term of the contract.

**Business Automobile Insurance**

Including owned, non-owned and hired vehicles with minimum limits for bodily injury and property damage of \$1,000,000 per accident for the entire term of the Agreement.

### **Workers' Compensation**

Workers' Compensation coverage shall be in effect for the entire term of the Agreement, as required by Wyoming law, for all employees or agents providing services under this Agreement. Consultant shall provide the City with proof of workers' compensation or employer's liability insurance coverage.

### **Professional Liability Insurance**

The Consultant shall provide proof of professional liability insurance or errors and omissions liability insurance in an amount not less than \$500,000 to protect the City from any and all claims arising from the Consultant's negligence in the performance of duties under this Agreement. The City prefers that this liability insurance coverage be provided pursuant to an "occurrence" policy.

If this coverage is provided pursuant to a "claims made" policy:

- a. Consultant shall, concurrently with the execution of this Agreement, provide the City with a certificate of insurance demonstrating that such coverage is or shall be in effect at the time the Consultant begins the provision of services under this Agreement; and
- b. In the event the Consultant's services extend into a future policy period, the Consultant shall, prior to the policy expiration date, provide the City with a new certificate of insurance demonstrating that such coverage is or shall be in effect during all periods of time that Consultant will provide services under this Agreement; and
- c. Consultant shall maintain said "claims made" coverage for a period of five (5) years following the last date that Consultant has provided services under this Agreement; and
- d. In the event the Consultant or the insurer terminates "claims made" coverage prior to the expiration of the periods provided in subparagraphs (a.), (b.), or (c.) of this paragraph, the Consultant shall provide to the City advance written notification of the termination of said coverage and shall provide the City with an endorsement for an extended reporting period ("tail coverage") which shall be in effect for a period of time not less than five (5) years following the last date that Consultant has provided services under this Agreement.

### **Additional Insurance Information**

The Consultant shall name the City of Cheyenne and the MPO as **an Additional Insured** by endorsement on its insurance policies, with the exception of worker's compensation and professional liability insurance, and shall provide the City with a copy of the endorsements.

Consultant shall provide the City with certificates of insurance acknowledging the above-stated coverages prior to beginning any work under this contract.

It is understood and agreed that these policies are primary and not contributory. All policies required under this contract shall be in effect for the duration of the contract. It shall be an affirmative obligation upon Consultant to immediately notify in writing the city risk manager, city clerk, and city attorney of any fact, circumstance, or occurrence

that has resulted in or may result in the cancellation or substantive change of any insurance coverage required by this contract, and failure to do so shall be construed to be a breach of this contract.

In addition, Consultant shall provide the City with copies of insurance policies and /or policy endorsements listing the City of Cheyenne as an additional insured. The City's failure to request or review such policies, endorsements, or certificates shall not affect the City's rights or Consultant's obligation hereunder.

Any insurance company providing coverage under this agreement shall have a minimum A. M. Best rating of A- (excellent).

10. MINORITY AND DISADVANTAGED BUSINESS ENTERPRISES 49 CFR Part 26

All parties to this Agreement assure that no person will be excluded from participation in, denied the benefits of, or otherwise discriminated against, in connection with the award and performance of this agreement on the grounds of age, race, color, disability, national origin or sex.

11. COMPENSATION

In consideration of the services to be performed pursuant to this Agreement, the Consultant will bill the MPO and the MPO agrees to pay Consultant according to the fee schedule given in the Exhibit "C", a total of \$85,300. Exhibit "C" which is attached to this Agreement, is incorporated by reference and expressly made a part hereof. The amounts of all such payments shall be based upon the Consultant's progress, verified by the MPO, in completing the work as described in Exhibits "A", "B", "C". Final payment shall be made following acceptance of the work by the MPO. Original quality reproductions of all designs, plans, reports, specifications, drawings and other services rendered by the Consultant shall become the sole property of the MPO and shall be delivered to the MPO, immediately upon their preparation. The MPO will waive any and all claims against Consultant based on reuse of these documents or materials for any other project not the subject of this Agreement or any unauthorized changes by the MPO or any third party under the MPO's direction. A portion of the payment may be held until any claims are resolved.

12. MPO REPRESENTATIVE

Prior to commencement of work, the MPO will designate in writing, an MPO Representative who shall make, within the scope of his/her authority, all necessary decisions regarding the project. All requests for contract interpretations, field orders, contract modifications, change orders, and other clarification or instruction shall be directed to the MPO Representative.

13. MONTHLY REPORT

With every monthly billing, Consultant shall provide the MPO Representative with a written statement of the status of the work with respect to the Scope of Services, time sheets, and work schedule. Failure to provide the required monthly report will delay processing of any payment request until the report is submitted.

14. INDEPENDENT CONSULTANT

The Consultant shall function as an independent consultant for the purposes of this Agreement. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Consultant or its agents or employees to act as an agent or representative of or on behalf of the MPO or to incur any obligation of any kind on the behalf of the MPO.

15. TAXES

The Consultant agrees to pay all valid taxes, excises, license fees, permit fees, bills, debts and obligations incurred by in connection with its operations under this Agreement.

16. APPROVAL OF PLANS

The MPO's approval of drawings, designs, plans, specifications, reports, and incidental work or materials shall not in any way relieve the Consultant of responsibility for the technical accuracy of the work. The MPO's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any of the MPO's rights under this Agreement or any of its legal rights under statute or common law arising out of the performance of this Agreement.

17. DEFAULT

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

18. REMEDIES

In the event a party has been declared in default, such defaulting party shall be allowed a period of fifteen (15) days within which to cure the default. In the event the default remains uncorrected, the non-defaulting party declaring default may elect to:

- a. Terminate the Agreement and seek damages, which damages shall not exceed the contract amount;
- b. Treat the agreement as continuing and require specific performance.

19. TERMINATION BY MPO

The MPO Representative may, without cause, by written notice within ten (10) days to the Consultant, terminate this contract in whole or in part at any time, for the MPO's convenience. Upon receipt of such notice, the Consultant shall:

- a. Discontinue all services affected, and
- b. Deliver to the MPO Representative within five (5) days all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.
- c. In the event of termination for convenience, the MPO will pay the Consultant for accepted work done and expenses incurred to the date of termination. Such acceptance shall not be unreasonably withheld.

20. ADDITIONAL REMEDIES

In the event the Consultant fails to strictly perform in accordance with this Agreement, the MPO may elect to correct the deficiencies and charge the Consultant. In the event of default of any of the conditions by either party which shall require the party not in default to commence legal or equitable action against the defaulting party each party shall bear its own costs and expenses, including without limitation, attorneys' fees.

21. GOVERNING LAW, JURISDICTION and VENUE

The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

22. GOVERNMENTAL IMMUNITY

The State of Wyoming, and WYDOT, the City of Cheyenne, and Laramie County, along with their officials and employees, do not waive their governmental or sovereign immunity by entering into this Agreement, and the MPO does not waive governmental immunity, except to the extent necessary for the parties to pursue a contract action to clarify or enforce the written terms of the agreement, and each specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. §1-39-101 *et seq.*, and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be constructed as a waiver of governmental or sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental or sovereign immunity shall be construed in favor of governmental or sovereign immunity. The State of Wyoming, WYDOT, the City of Cheyenne, Laramie County, and the MPO reserves all immunities and defenses available under the Wyoming Governmental Claims Act, W.S. Stat. §1-39-101 *et seq.*

23. ASSUMPTION OF RISK

The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. Cheyenne MPO shall notify the Consultant of any state or federal determination of noncompliance.

24. ENVIRONMENTAL POLICY ACTS

The Consultant agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

25. HUMAN TRAFFICKING

As required by 22 U.S.C. 7104(g) and 2 C.F.R. Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

- a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

- b. Procures a commercial sex act during the period of time that the award is in effect; or
  - c. Uses forced labor in the performance of the award or sub-awards under the award.
26. KICKBACKS  
The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Consultant breaches or violates this warranty, Cheyenne MPO may, at its discretion, terminate this Agreement without liability to Cheyenne MPO, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
27. LIMITATIONS ON LOBBYING ACTIVITIES  
By signing this Agreement, the Consultant certifies and agrees that, in accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by the Consultant or its subconsultants in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
28. MONITORING ACTIVITIES  
The Cheyenne MPO shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its subconsultants. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of the related work.
29. NON-DISCRIMINATION  
The Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyoming Statute § 27-9-105 et seq.), the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, creed, color, race, religion, national origin, ancestry, pregnancy or qualifying disability in connection with the performance under this Agreement.
30. PROFESSIONAL REGISTRATION  
The Consultant shall endorse, as required by law, plans and reports prepared under this Agreement, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the State of Wyoming.
31. PUBLICITY  
Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar

public notices prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify Cheyenne MPO, the Wyoming Department of Transportation (WYDOT) and/or Federal Highway Administration as the sponsoring agency and shall not be released without prior written approval of Cheyenne MPO and WYDOT.

32. SUSPENSION AND DEBARMENT

By signing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the debarred vendors list at [www.eppls.gov](http://www.eppls.gov). Further, the Consultant agrees to notify Cheyenne MPO by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.

33. NO GOVERNMENT OBLIGATION TO THIRD PARTIES:

No Obligation by the Federal Government.

- a. The Consultant acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by Federal Transit Administration (FTA). It is further agreed that the clause shall not be modified, except to identify the sub consultant who will be subject to its provisions.

34. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- a. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil



Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

- b. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.
  - c. The Consultant 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 sub Consultant who will be subject to the provisions.
35. FEDERAL CHANGES: 49 CFR Part 18  
 Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (18) dated October, 2011) between consultant and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant’s failure to so comply shall constitute a material breach of this contract.
36. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS: FTA Circular 4220.1F  
*Applicability: The incorporation of FTA terms applies to all contracts.*  
 The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any City of Cheyenne requests which would cause City of Cheyenne to be in violation of the FTA terms and conditions.
37. LOBBYING: 31 U.S.C. 1352 – 49 CFR Part 19 - 49 CFR Part 20  
 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]  
 Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, “New Restrictions on Lobbying”. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay a 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. 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 the recipient.

38. ADA ACCESSIBILITY: 42 U.S.C. 1201 *et seq.*  
Applicability: *Facilities construction or renovation contracts.*  
 Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37; and Joint ATBCB/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated reference the ATBCB’s “Americans with Disabilities Act Accessibility Guidelines” (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG amendments thereto in Appendix A to 49 CFR Part 37.
39. PRIVACY ACT: 5 U.S.C. 552  
Applicability: *The Federal Privacy Act requirements flow down to each third party Consultant and their contracts at every tier.*  
 The following requirements apply to the Consultant and its employees that administer any system of records on behalf of the Federal Government under any contract:
1. The Consultant agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Consultant agrees to obtain the express consent of the Federal Government before the Consultant or its employees operate a system of records on behalf of the Federal Government. The Consultant understands that the requirements of the Privacy Act, including the civil and criminal penalties for violations of that Act, apply to those individuals involved, and that failure to comply with the terms of the privacy Act may result in termination of the underlying contract.
  2. The Consultant also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.
40. ENTIRETY OF AGREEMENT  
 This agreement consisting of 10 pages, and Exhibits “A”, “B”, and “C” consisting of 8, 1, and 1 pages respectively, and submitted proposal with negotiated changes, contains the entire understanding of the parties. There are no other terms or conditions, written or oral, concerning or controlling this matter. Time is of the essence hereof.

Notwithstanding the foregoing, the MPO Master Agreement (Contract #6111) is hereby incorporated into and made a part of this Agreement. This Agreement and the parties thereto shall be subject to the terms of the MPO Master Agreement, and in the event that the terms of the MPO Master Agreement conflicts with the terms of this Agreement, the terms of the MPO Master Agreement shall control.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Attest:

Richard L. Kaysen,  
Mayor of Cheyenne on behalf of the MPO

\_\_\_\_\_  
Carol Intlekofer, City Clerk

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

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

Title  
Company  
Address  
City

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

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