

**A REQUEST FOR PROPOSAL**

**for**

**Way to Go Regional Ride-Matching Technology**

**April 29, 2026**

**DENVER REGIONAL COUNCIL OF GOVERNMENTS**

**1001 17<sup>th</sup> Street, Suite 700**

**Denver, Colorado 80202**

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# I. Instructions for submittal of proposal

## A. Summary

The Denver Regional Council of Governments (DRCOG) hereby issues this Request for (RFP) (referred to further herein also as solicitation) in order to solicit proposals from individuals, firms, and teams (referred to further herein also as “respondent”, “contractor” or “consultant” interchangeably) with experience in hosting a ride-matching and trip tracking technology platform which will be administered by DRCOG's Way to Go program and available to employers and commuters at no cost to find and track their non-solo driving trips, earning points and the opportunity to win prizes.

## B. Solicitation schedule

Consideration of the responses will be governed by the following schedule, which is subject to revision by DRCOG.

| Milestone               | Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Date           |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Distribution            | Solicitation will be forwarded to respondents and firms who have indicated an interest in participating in this project.<br><br>The solicitation is posted on the BidNet Direct System at: <a href="http://www.bidnetdirect.com">www.bidnetdirect.com</a>                                                                                                                                                                                                                                                                                | April 29, 2026 |
| Questions and inquiries | Questions and inquiries should be sent to <a href="mailto:bids@drcog.org">bids@drcog.org</a> by 2:00 pm Mountain time.                                                                                                                                                                                                                                                                                                                                                                                                                   | May 12, 2026   |
| Question responses      | DRCOG will respond to questions and inquiries via the BidNet Direct System. Responses are posted as an addendum to the solicitation by this date.                                                                                                                                                                                                                                                                                                                                                                                        | May 14, 2026   |
| Submittals due          | Responses to this request must be received no later than 5:00 p.m. Mountain time. Proposals must be submitted via the BidNet Direct System at <a href="http://www.bidnetdirect.com">www.bidnetdirect.com</a> .<br><br>Registration for the site is free. If you have any questions related to registration or the BidNet Direct site, please call the BidNet customer support line at 1-800-835-4603. Note that DRCOG staff is unable to assist with the registration process or any technical difficulties that may occur using Bidnet. | June 12, 2026  |
| Interviews              | Interviews, if required, will be held on or before this date. Notification of selection for an interview will be given on or before <b>June 23, 2026</b>                                                                                                                                                                                                                                                                                                                                                                                 | July 7, 2026   |
| Contract negotiations   | DRCOG staff to begin contract negotiations with selected respondent(s). DRCOG may contract with one (or more) respondent(s) to complete the entire scope of work. This date is approximate.                                                                                                                                                                                                                                                                                                                                              | August 5, 2026 |

## C. General instructions

### 1. Questions

Questions regarding this solicitation must be submitted by the date listed above. Questions should be submitted electronically to bids@drcog.org.

### 2. Signatory requirements

Responses must be signed by a duly authorized official of the respondent. Consortiums, joint ventures, or teams submitting responses will not be considered responsive unless it is established that all contractual responsibility to DRCOG with regard to the project shall rest solely with one contractor or legal entity, which shall not be a subsidiary or affiliate with limited resources. Each response should indicate the entity responsible for execution on behalf of the team.

### 3. Responses to solicitation

All responses to this solicitation become the property of DRCOG upon receipt and will not be returned to the respondent. Selection or rejection will not affect this right. DRCOG shall have the right to use any or all of the ideas or adaptations of the ideas contained in any response received, excluding case study materials or other reference materials prepared for clients of respondent. **Any confidential/proprietary information submitted in response to this request shall be readily identified, clearly marked, and separated from the rest of the response. Co-mingling of confidential/proprietary and other information is not acceptable and may disqualify the submittal from the selection process.** Submittals will be handled in accordance with applicable federal and state public records laws and procurement regulations. Neither cost information nor the total response will be considered confidential/proprietary.

## D. Required elements in response.

Respondents shall submit written documentation of the following elements with their proposal. Any omission will result in the proposal being disqualified from further review and evaluation. **A completed copy of the checklist (Exhibit F) must be included with respondent's proposal.**

### 1. Cover letter

Respondents shall submit a cover letter expressing their interest in the project. The letter must contain, at a minimum, the following information:

- a. Statement of interest in completion of the work as described herein.
- b. Certification that the information and data submitted is true and complete to the best knowledge of the individual signing the letter.
- c. Respondent's name, address, telephone number, fax number and e-mail address of the individual to contact regarding the submittal.
- d. An authorized principal or partner of a firm shall sign the letter.
- e. Identification of whether the prime respondent is certified as a Disadvantaged Business Enterprise, or indication as to the Respondent's goals for DBE participation, if any (see Section E.5).

### 2. Qualifications and experience of the respondent(s)

Respondents shall describe projects and experience of the past three years relevant to the draft scope of services described in Section II, Project Description, below. Respondents should place particular emphasis on projects for which key staff to be assigned to this project have either been primarily responsible or have performed substantial work. If subcontractors are to be used, the means by which these firms will

participate must be specified and their experience and credentials presented in this section.

### **3. Qualifications and experience of key staff**

Respondents shall identify the key individuals to be assigned to this project (by name and position) and describe the work tasks assigned to each individual. The respondent must also provide experience summaries of these key individuals, describing for each individual their previous experience on similar projects in similar roles, their educational background, and their length of tenure with the consulting firm. Resumes of these key individuals may also be included and can be added in the optional section. Respondents shall also list any professional affiliations, licensures, and certifications that are pertinent to the work described in Section II, Project Description.

### **4. References**

Respondents shall submit names, addresses, email address, and phone numbers of references familiar with the Respondent's ability, experience, and reliability in the performance and management of projects of a similar nature. References listed in any submitted proposals will not be eligible to serve on the selection panel.

### **5. Cost information**

Both cost and other factors listed herein will be weighed in selecting a respondent.

Respondents shall provide a listing of the hourly billing rates for each job classification and job title they would expect to deploy on this project, including any supporting personnel. Respondents shall provide a complete detailed budget for the project including hours and cost broken out by project task and a total dollar amount proposed for the project.

Respondents shall also include a complete detailed budget for the project including breakout of costs associated with any **materials, services, or travel** that may be required in the course of performing the tasks outlined below. Overhead costs such as business insurance premiums, cellular phone, technology needs related to staff, etc., also known as the typical cost of doing business, should be factored into hourly consultant rates and will not be reimbursed on a line-item basis.

Allowable costs under any contract with the selected respondent will be administered in accordance with Exhibit A of this solicitation.

### **6. Contract review**

**The successful respondent will be required to sign a Contract for Services substantially similar to the contract form in Exhibit E. DRCOG reserves the right to add or delete provisions to the form prior to contract execution.**

**Respondents shall acknowledge review of the sample contract.**

Sample Contract for Services.

A Sample Contract is attached for your reference. Respondents should be aware of DRCOG's standard contract terms and conditions in preparing your response. Respondent is responsible for reviewing the contract and understanding the terms and conditions therein, including, but not limited to, insurance requirements, indemnification, equal opportunity, and termination. DRCOG shall assume that the sample Contract has

been thoroughly reviewed and discussed with legal counsel prior to the submission. Much of the language reflected in the contract is required by our funding agreements and not open to negotiations.

**Prospective respondents are advised that as recipients of federal and state funding, DRCOG contracts with vendors and consultants mirror the language set forth in its funding agreements. As a result, DRCOG contracts are largely non-negotiable. "Wordsmithing", and alterations of primary provisions will not be accepted by DRCOG.**

## **7. Project management**

Respondents shall identify the management techniques that they are using to assure the completion of projects within schedule and budget.

## **8. Project schedule**

Respondents shall include a project timeline or schedule showing major tasks, proposed duration of each task and when key deliverables will be complete.

## **9. Insurance requirements**

Respondents shall provide acknowledgement of the following insurance requirements and a statement ensuring they are able to meet these minimum requirements. Any Contract resulting from award of this solicitation will require the selected respondent(s) to procure and maintain, and shall cause each subcontractor of respondent to procure and maintain the minimum insurance coverages listed below:

- a. Workers' Compensation in statutory limits.
- b. Employer's Liability Insurance: \$100,000/ each accident, \$500,000/ disease - policy limit, and \$100,000/ disease - each employee.
- c. Comprehensive General Liability Insurance \$1,000,000/Occurrence. \$1,000,000 each occurrence; ii. \$1,000,000 general aggregate; iii. \$1,000,000 products and completed operations aggregate; and iv. \$50,000 any one fire.
- d. Automobile Liability or Hired & Non-Owned Vehicle Liability Insurance: \$1,000,000/each accident.
- e. Professional Liability Insurance: \$1,000,000 per claim.

DRCOG, its officers, employees and The State of Colorado are to be named as additional insured under both the Contractor's General Liability and Automobile Liability policies. Said insurance will be required to be maintained in full force and effect during the term of the contract.

The foregoing insurance types, limits, and coverages may be modified only with the express written consent of DRCOG and shall be subject to additional terms and conditions of any contract awarded pursuant to this solicitation

## **10. Disadvantaged business enterprise information**

Respondents must complete and return with their proposal the Disadvantaged Business Enterprise Information Request Form (Exhibit C).

## **11. Equal employment opportunity clause (EEOC)**

Respondents shall acknowledge that they comply with EEOC regulations listed below.

Parties hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a), 60-250-5, 60-300.5(a), 60-741.5(a) and 29 C.F.R. § 471, Appendix A, if applicable. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

## **12. Colorado law for persons with disabilities**

Respondents shall acknowledge that they will abide by Colorado accessibility laws listed below.

The State of Colorado, through House Bill 21-1110 and Senate Bill 23-244, has legislated that it is a state civil rights violation for a public entity to exclude people with disabilities from receiving services or benefits because of lack of accessibility. This applies to all information and communication technology that is used and/or funded by public entities, whether the users are members of the public or employees. Respondents are expected to review the law in detail before responding. Respondents intending to provide software, or an application must submit an accessibility conformance report using the most current Voluntary Product Accessibility Template (VPAT) template. Respondents intending to provide digital documents as their deliverable will be required to provide appropriate documentation of their accessibility, as defined in the scope of work.

## **13. Reservations and special conditions**

Respondents shall acknowledge that they reviewed and understand the Special Conditions in Section F below, the principles for determining costs in Exhibit A, and the Federal and State Requirements in Exhibit B. Respondents should note any elements/reservations, special conditions, constraints, and exclusions related to the terms of this solicitation. Failure to comply with the requirements in Exhibits A and B may result in termination of the contract with the selected respondent.

## **14. Project Understanding and Approach**

Respondents shall describe their understanding of the project and explain their proposed approach to the work. Respondents' response should include their understanding of the project purpose and goals, a discussion of the potential challenges and opportunities for the project, and acknowledgement of the context in which the project is taking place. Respondents should also outline their unique approach to meeting project goals and addressing tasks outlined in the scope of work, including innovative strategies, recommendations for how to accomplish each task, and a project timeline.

## **E. Selection process**

Evaluations of proposals will be based on the following criteria:

### **1. Experience and capability**

Respondents will be evaluated with respect to the experience of the respondent(s) and personnel assigned to the project both in terms of past efforts in this type of work and the quality and level of commitment to this project. Of prime concern will be the capabilities and accomplishments of the individuals to be assigned to this particular project.

## **2. Management qualifications**

Qualifications of the respondent in terms of its ability, experience, and reliability in performing and managing work within a schedule and budget will be included in the evaluation process.

## **3. Cost information**

Likely project cost, determined from the standard service fee break out provided by the respondent, will be considered in the selection; however, it will not be the only determining factor. Specific attention will be given to the commitment implied for key staff and the overall labor effort proposed, and their relationship to the estimated project cost.

## **4. References**

Information provided by respondent's references addressing the knowledge, skills, abilities and performance of the respondent to complete the work outlined below will be included in the staff evaluation of the response.

## **5. Contract and insurance**

Respondents will be assessed on their ability to comply with DRCOG's sample contract verbiage and insurance requirements.

## **6. Colorado law for persons with disability compliance**

It is the policy of DRCOG to evaluate each respondent's ability to comply with House Bill 21-1110 and Senate Bill 23-244. Non-compliance does not necessarily preclude a vendor from contracting with DRCOG but may be taken into consideration during the selection process depending on the service or product.

## **7. Project Understanding and Approach**

Respondents will be evaluated on their understanding and approach to the project. This will include awareness of goals, opportunities, and challenges, as well as innovative strategies for the work. Specific attention will be given to goals and priorities outlined in the RFP and scope of work.

## **8. Other**

Other factors that may be determined by DRCOG to be necessary or appropriate in its discretion.

## **F. Special conditions**

### **1. Rejection rights**

All respondents are notified that the execution of a contract pursuant to this solicitation is dependent upon approval by DRCOG. DRCOG reserves the right to reject all responses and re-solicit if deemed by DRCOG to be in its best interests, and to abandon the project and this solicitation at any time for any or no reason. Selection of a respondent or respondents is also conditioned on the negotiation of an acceptable contract.

### **2. Other conditions; reservation of rights**

This is a solicitation and not an offer to contract. The provisions in this solicitation and any procurement or purchasing policies or procedures of DRCOG are solely for the fiscal responsibility of DRCOG and confer no rights, duties, or entitlements to any party

submitting responses to this solicitation. DRCOG reserves the right to issue clarifications and other directives concerning this solicitation, to make and issue modifications to the solicitation schedule; to require clarification or further information with respect to any response or proposal received; to waive any informalities or irregularities; and to determine the final scope and terms of any contract, and whether to enter any contract. The provisions herein confer no rights, duties or entitlements to any respondent.

### **3. Costs of response preparation and other charges**

Respondents are solely responsible for all costs of preparing their proposals and participation in this solicitation and DRCOG assumes no responsibility for payment of any expenses incurred by a respondent as part of this process. For the selected firm, no reimbursement will be made by DRCOG for any costs incurred prior to full execution of a contract and issuance of written notice by DRCOG to commence project services.

### **4. Conflict of interest**

Respondents shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of respondent's obligations in this project. Respondents shall acknowledge that with respect to any subsequent contract, even the appearance of a conflict of interest is harmful to DRCOG's interests. Absent DRCOG's prior written approval, respondents shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of respondents' obligations to DRCOG. If a conflict or appearance exists, or if respondent is uncertain whether a conflict or the appearance of a conflict of interest exists, respondent shall submit to DRCOG a disclosure statement setting forth the relevant details for DRCOG's consideration. Failure to promptly submit a disclosure statement or to follow DRCOG's direction in regard to the apparent conflict constitutes a breach of contract.

### **5. Federal and state requirements**

The selected respondent shall be responsible, at all times during the execution of the project, for strictly adhering to and complying with all applicable federal and state laws and regulations, including but not limited to those set forth in Exhibit B.

### **6. Funding Sources**

DRCOG reserves, in its sole discretion, the right to add additional funding sources for this solicitation should it become available. Respondents must agree to and be capable of tracking different funding sources, allocating expenses, and billing accordingly. This provision in no way commits or obligates DRCOG to provide additional funding for this project.

### **7. Suspension and debarment**

By submitting a proposal in response to this solicitation, the respondent represents its organization, and its principals are not suspended or debarred per Federal requirements.

### **8. Period of performance**

Performance of the contract resulting from this solicitation will commence on or about September 1, 2026. The initial term of the work to be performed will terminate August 31, 2028. DRCOG will have an option to renew for 3 additional one-year terms, upon renewal terms mutually agreed upon by the parties.

## **Project description**

### **Introduction**

The Denver Regional Council of Governments (DRCOG) is an association of local governments committed to protecting and enhancing the quality of life in the Denver metropolitan area. As the planning agency for the region, DRCOG is committed to improving mobility and air quality by promoting transportation alternatives.

DRCOG, through its Regional Transportation Demand Management (TDM) Program, Way to Go, has served the needs of area commuters and employers for more than 40 years. The Way to Go program manages a regionwide integrated marketing and outreach effort that includes promotion of carpool and vanpool; Schoolpool, a school carpool program for families and students; Guaranteed Ride Home; telework and flexible schedules; and coordinates large events such as Bike to Work Day and numerous, smaller marketing campaigns throughout each year.

DRCOG currently has a Memorandum of Understanding (MOU) with eight Transportation Management Associations (TMAs) in the Denver region. Under the terms of this agreement, DRCOG is responsible for, among other things, providing trip planning and Ride-matching tools and services in the Denver region. The TMAs promote these Ride-matching services along with transit, bicycling, walking and telework in their respective geographic service areas.

DRCOG is issuing this RFP to evaluate and select a respondent that can provide an online software platform that meets the needs of our program. DRCOG will consider the online software platform's ability to meet the needs of commuters and other trip planners, employers, and DRCOG staff responsible for meeting program goals.

If respondent's product does not meet all the requirements listed, respondent may still submit a response. Please indicate, however, how Way to Go can realistically augment the product with other applications in order to achieve its overall vision.

### **Schedule of execution**

The Way to Go selection committee will choose a product and vendor by the end of July. The current ride-matching platform contract ends on August 31, 2026, with a planned new contract execution date of September 1, 2026.

### **Contract terms**

The respondent selected by Way to Go will be contracted for two (2) years, with Way to Go having the option to renew for three (3) additional years. The contract value for the two-year term will be \$208,000. If Way to Go is unsatisfied with the respondent's work or product, they can choose to go to RFP rather than renewing respondent's contract.

### **Objectives**

Way to Go seeks to provide an online tool with a simple user interface that includes a variety of features including carpool-matching, gamification, flexible and customizable reporting features and an intuitive administrator interface. The ideal platform will be best positioned to help Way to Go achieve its goals of reducing vehicle miles traveled, driving program awareness and facilitating employers and to choose sustainable transportation options.

## Requirements for Response

1. Each respondent shall describe the capability of their online software, specifically addressing the items listed below:

For commuters and individuals:

- Registration, account setup.
- Trip planning.
- Trip tracking.
- Ride-matching for vanpools and carpools.
- Schoolpool matches for shared rides, bike or transit buddies.
- Gamified trip tracking and dashboard view of travel stats.
- Available online through web browser.
- Mobile optimized either through browser or as a standalone application.
- Ability to join employer or other organized networks or portals.
- Ability to select open or closed network ride-matching options.
- Ability to choose preferences for finding ride-matches.
- Ability for employers or administrators to verify carpool (i.e. through QR code or other confirmation method).
- Multi-layer map functionality – real-time traffic info, Park n Ride locations, route details, bike share stations.
- Profile personalization options – photo, social tags.

For employer or other network coordinator

- Registration, account setup.
- Employer hub to facilitate assessment, employee survey administration and trip reduction plan.
- Dashboard to view employee aggregate activity and results.
- Dashboard to see employer challenge results.

General, including administrative requirements

- Respondent must provide test environment for Way to Go at the time the proposal is submitted. The environment can be a live environment belonging to a client, a custom environment developed for Way to Go's testing purposes or a copy of an existing site.
- Ability to manage campaigns and challenges.
- Bulk export of anonymized trip tracking data.
- Secure Schoolpool portal that is accessible only through a unique path and can only be viewed by families and school administrators within specific schools.
- Bulk import capability for uploading Schoolpool contacts.
- Map view of Schoolpool families.
- Database management and manipulation.
- Marketing functionality.
- Flexible administrative permissions.

2. In addition to indicating how a solution will meet each of these functional areas in Section 1 above, each respondent shall describe the capability of their online software, specifically addressing the items listed below:

- Describe the navigation. How many steps are required to register for ride-matching from the point where registrants first enter the ride-matching site to the point where they can view or download potential matches? How long does it take for an average user to complete the registration process?
- Describe what makes the platform intuitive and user friendly.

- Describe in more detail how the software provides for networks oriented to specific employers, geography, etc.? How are users associated with a network? If the platform provides a network by geography or employer, how are users associated with it (i.e.: by zip code, geocoding within a specified boundary, email, passcode, etc.)?
  - Provide an example of the software's graphics and landing page or initial user interface page.
  - Must support multiple languages including English and Spanish.
  - Is the software platform accessible by mobile device? Which devices are supported? Does the smartphone interface have the same functionality as the web-based platform? If not, describe the differences.
  - Is there a "help" feature for users who encounter problems? Please provide an example of the help interface.
  - Contact feature allowing businesses to get in touch with Way to Go team.
  - Describe in more detail, the branding options with the software platform. It is our desire to create a visual identity consistent with program branding.
  - Describe in detail how a user may enter preferences (gender, smoking, re-occurring trips, visibility to other users, visibility with networks, etc.) and see the preferences of their matches?
  - Describe the algorithm to identify potential Ride-match partners? Is it customizable?
  - Describe the process for a user to select either open (all users) or closed (within an employer network for example) options to find matches for shared rides.
  - Can the platform display seats available on existing vanpools?
  - What layers may be integrated into and overlaid on the trip planning map?
    - Transit schedules (for trip planning) and stations.
    - Park n Ride lots.
    - Real-time traffic congestion.
    - Bike share stations.
    - Other?
  - Does the software provide multimodal information (transit matching, bike routing, links to external resources, bike to bus, etc.)? Can multimodal information be delivered via mobile device?
  - How do users contact their matches? Are there communication tools within the user interface?
  - Can the system display data from multiple GTFS feeds, for instance, RTD and Bustang?
  - Describe how the platform would be used for event trip planning (single rides) and casual or company ride-matching.
3. Each respondent shall describe their customer service and support philosophy and process:
- How open is the respondent to changing how the software application looks and functions? The Way to Go program will require multiple enhancements throughout the year.
  - How many employees does respondent have on staff who are dedicated to addressing service issues?
  - How promptly does respondent respond to service-related inquiries?
  - Does respondent have an office or representative in the Denver area?
4. Each respondent shall provide the web address or link to an agency site where the firm's software is currently in use. DRCOG's evaluation process will include using and evaluating each ride-matching platform from the viewpoint of an average commuter, a typical employer, and Way to Go staff (for campaign use).
5. Each respondent shall also provide access to a test site where DRCOG staff can evaluate the administrative functions of the firm's online software. Staff will evaluate features such as database

management, data manipulation, reporting and bulk importing and exporting of records. In addition, each respondent shall address the questions below in their proposal:

- Will DRCOG have the ability to export the actual data from the application?
- Will DRCOG have the ability (through web services/APIs) to interact with the data to create custom reports, widgets, etc.?
- Does DRCOG retain ownership of database users?

# **Exhibit A – Principles for determining costs applicable to contracts with the Denver Regional Council of Governments**

## **A. Purpose and scope**

### **1. Objective**

This policy procedure sets forth principles for determining the allowable costs of contracts with DRCOG and provides a general summary of applicable policies. Allowable costs are determined and administered in accordance with these principles and applicable federal regulations and requirements, including 2 C.F.R. Part 200.

### **2. Applicable Cost Principles.**

The Federal principles for determining allowable costs are set forth in 2 C.F.R. Subpart E.

### **3. Policy Guides**

The application of these principles is based on the fundamental premises that:

- a. Contractors are responsible for the efficient and effective administration of contract programs through the application of sound management practices.
- b. Contractors assume the responsibility for seeing that contract funds have been expended and accounted for consistent with underlying agreements and contract objectives and provisions.
- c. Each contractor organization, in recognition of its own unique combination of staff facilities and experience, will have the primary responsibility for employing whatever form of organization and management techniques may be necessary to assure proper and efficient administration.

### **4. Application**

These principles will be applied to all contracts with DRCOG in determining costs and cost reimbursement type contracts including subcontracts.

## **B. Definitions**

Terms applicable to determining allowable costs are defined at 2 C.F.R. Subpart A.

## **C. Basic guidelines**

### **1. Factors Affecting Allowability of Costs**

To be allowable under a DRCOG contract, costs must meet the following general criteria:

- a. Meet the standards and criteria set forth in the applicable federal regulations and requirements.
- b. Be necessary and reasonable for proper and efficient administration of the contract, be allocable thereto under these principles, and except as specifically provided herein, not be a general expense required to carry out the overall responsibilities of the Contractor.
- c. Be authorized or not prohibited under state or local laws or regulations.
- d. Conform to any limitations or exclusions set forth in these principles, federal laws, or other governing limitations as to types or amounts of cost items.
- e. Be consistent with policies, regulations, and procedures that apply uniformly to all activities of the Contractor.
- f. Be accorded consistent treatment through application of generally accepted accounting principles appropriate to the circumstances.

- g. Not to be allocable or included as a cost of any other program in either the current or a prior period.
- h. Be net of all applicable credits.
- i. Be satisfactorily documented.

## **2. Allocable Costs**

A cost is allocable to a particular cost objective to the extent of benefits received by such objective.

## **3. Applicable Credits**

Applicable credits refer to transactions that offset or reduce direct or indirect costs allocable to a Federal award. Examples of such transactions are purchase discounts, rebates or allowances, recoveries or indemnities on losses, insurance refunds or rebates, and adjustments of overpayments or erroneous charges.

## **D. Accounting system**

The Contractor shall establish and maintain a proper accounting system in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme) to assure that project funds are expended, and costs accounted in a manner consistent with the contract and project objectives.

All allowable costs charged to the project, including any approved services contributed by the Contractor or others, shall be supported by properly executed payrolls, time records, invoices, contractors or vouchers evidencing in detail the nature of the charges.

Any check or order drawn up by the Contractor, including any item which is or will be chargeable against the project account, shall only be drawn up in accordance with a properly signed voucher on file in the office of the Contractor, which will detail the purpose for which said check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

## **E. Billing procedure**

Billings shall include appropriate documentation, such as detailed listing of charges being submitted for payment including billable hours and hourly rate, payments to sub-contractors, parking and mileage, supplies, etc. Certain funding sources may require more documentation, such as approved timesheet copies of invoices paid, etc. Contractors must maintain detailed records that are subject to review and/or audit by DRCOG or its representatives.

## **Exhibit B – Federal and state requirements**

### **A. Nondiscrimination Provisions**

In connection with this request, the selected respondent(s) shall not discriminate against any employee or applicant for employment because of age, race, sex, color, religion, veteran status, marital status, national origin, disability, being a disadvantaged person, genetic information, sexual orientation, gender identity, gender expression, or any other status protected by applicable state or local law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including any apprenticeship.

Selected respondent shall comply with all applicable provisions of Title VI of the Civil Rights Act of 1964 and Section 162(a) of the Federal Aid Highway Act of 1973 and with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21).

The selected respondent(s) will furnish all necessary information and reports and will permit access to its books, records, and accounts by DRCOG for purposes of investigation to ascertain compliance with the nondiscrimination provisions of any resultant contract.

In the event of the selected respondent(s) noncompliance with the nondiscrimination provision of any resultant contract, DRCOG shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- 1. Withholding of payments under the contract until the compliance by the selected respondent(s), and/or**
- 2. Cancellation, termination, or suspension of the contract, in whole or in part.**

### **B. Single Audit Act Amendment**

State and local governments and nonprofit organizations receiving more than \$1,000,000 in Federal funds (all federal sources, not just FHWA funds), shall comply with the audit requirements of 2 C.F.R. 200, Subpart F.

### **C. Conflict of Interest (C.R.S. § 24-18-201)**

Respondent must disclose any possible conflict of interest with DRCOG, but not limited to any relationship with any DRCOG official or employee. The response must disclose if a known relationship exists between any principal of respondent's firm and any DRCOG official or employee.

### **D. The Hatch Act (5 U.S.C. 1501-1508) and Public Law 95-454 Section 4728**

These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

### **E. 42 USC 6101 et seq. 42 U.S.C. 2000d, 29 U.S.C. 794, and implementing regulation, 45 C.F.R. Part 80 et. seq.**

These acts require that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by federal funds;

- F. The Americans with Disabilities Act 42 U.S.C. 12101, 12102, 12111-12117, 12131-12134, 12141-12150, 12161-12165, 12181-12189, 12201-12213; 47 U.S.C. 225 and 47 U.S.C. 611.**
- G. The Drug-Free Workplace Act 41 U.S.C. 701 et seq.).**
- H. The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45 C.F.R. Part 91;**
- I. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.**
- J. §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.**

## **Exhibit C – Denver Regional Council of Governments disadvantaged business enterprise program information request form**

**Business name:** Click or tap here to enter text.

**Business address:** Click or tap here to enter text.

**Phone number:** Click or tap here to enter text.

**Fax number:** Click or tap here to enter text.

**Email:** Click or tap here to enter text.

**This firm was established on:** Click here to enter a date.

Specify the gross annual receipts of the firm:

- Under \$100,000
- \$100,000-\$500,000
- \$500,000-\$1,000,000
- Over \$1,000,000

Is your company certified as a Disadvantaged Business Enterprise under the Colorado Unified Certification Program (UCP)?

- Yes
- No

**Respondent:**

**Title:** Click or tap here to enter text.

**Date:** Click or tap to enter a date.

## **Exhibit D – E-Verify federal contractor rule employment eligibility verification**

(a) Definitions. As used in this clause—

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

Normally performs support work, such as indirect or overhead functions; and

Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the

employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) All new employees.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must re-enroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top-secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

**Exhibit E - Sample Contract**  
(Attached)

**Exhibit F – Checklist – RFP Required Elements**  
(Attached)