

## REQUEST FOR PROPOSALS

### FOR

#### PRECINCT-LEVEL DATA ANALYSIS AND DISTRICT ALIGNMENT RECOMMENDATIONS

#### 1. INTRODUCTION

##### 1.1. Invitation

The Front Range Passenger Rail District (the “District”) is seeking proposals from qualified data analysts or research firms to conduct a precinct-level analysis of voting and demographic trends related to the District and the proposed Front Range Passenger Rail corridor. When Colorado Senate Bill 21-238 was enacted to establish the District, the precise passenger rail route alignment had not yet been defined. With the alignment now determined, the District seeks to evaluate whether its current boundaries remain appropriately aligned with the corridor and the communities most directly served by passenger rail. This analysis will provide data-driven insights to inform potential legislative adjustments to district boundaries in the 2026 legislative session and guide strategic outreach in preparation for a 2026 ballot initiative.

##### 1.2. Background

The District was established to develop and operate passenger rail service connecting communities along Colorado’s Front Range. The District is currently exploring placing a voter-approved initiative on the November 2026 ballot to fund comprehensive passenger rail service that will provide sustainable, efficient transportation for residents and visitors while supporting economic development throughout the region.

##### 1.3. Timeline

Responses to this Request for Proposals (“RFP”) shall be submitted by November 7, 2025. The District’s intent is to make an award within seven (7) days after proposals are submitted.

#### 2. SUMMARY OF SERVICES

##### 2.1. Scope of Services

The Proposer is authorized to and shall perform the services set out in Exhibit 1 of this RFP (“Services”), including providing any deliverables defined therein.

##### 2.2. Performance Period

The Proposer shall perform all Services described in this RFP by January 24, 2025 or by such other date as determined by the District based on the needs of the District. The Proposer must take into account election deadlines and complete its work and recommendations to allow for sufficient time for Board consideration in publicly-noticed open meetings.

In accordance with Colorado law, the Proposer must immediately cease all work when the Board decides to refer a ballot issue to be included on the November 2026 ballot. In submitting a proposal, the Proposer acknowledges that no public funds, including District staff time working with the Proposer under the contract, will be spent as of the moment the Board decides to put any ballot question on the ballot. No public funds may be spent advocating for a ballot issue once a decision has been made to

refer a ballot issue for the November 2026 election. All terms of this contract must be completed before the Board decides whether to move forward with any ballot recommendations made by the Proposer.

**2.3. Compensation**

In return for the performance of the Services, the District will pay the Proposer an amount over the course of up to two lump sums.

**2.4. Work Product Ownership**

All finished and unfinished documents, materials, and any other work product produced or procured pursuant to this RFP, including all intellectual property rights, will become the District's property upon creation and the Proposer will be required to deliver any such documents, materials, and work product upon the District's request but not later than thirty (30) days after the term of the contract.

**3. INSTRUCTIONS TO PROPOSERS**

**3.1. Proposer Qualifications**

The District does not intend to restrict the type of entity that may submit a proposal. However, Proposers must be qualified to perform and have sufficient resources to accomplish the Services. To be qualified to perform the Services, the Proposers must be capable of providing experienced, qualified,) with the ability to deliver the Services that are required in connection with the Services described herein, and as prescribed by the District during the contract.

The Proposer must be the legal entity that will execute the contract with the District.

Proposers shall outline the qualifications of their team, and their personnel, in accordance with the requirements of Section 3.2.

**3.2. Contents of a Proposal**

Proposers shall submit a proposal that includes the following items:

- a. overview of firm or consultant qualifications and relevant experience;
- b. description of analytical approach, tools, and methodology;
- c. work plan, including timeline and milestones;
- d. detailed cost proposal;
- e. examples of comparable projects;
- f. professional references; and
- g. a list of proposed personnel who will perform the Services, including their resumes.

The overview of qualifications and relevant experience must demonstrate:

- a. proven experience in GIS, electoral, or demographic data analysis;
- b. familiarity with Colorado’s precinct and legislative district mapping systems;
- c. experience analyzing voting behavior, redistricting, or transportation corridor impacts; and
- d. capacity to produce clear, actionable recommendations for legislative and policy decision-making.

If Proposer is using a subcontractor(s), the Proposer must disclose the subcontractor company information (company name, address, contact name, email, and phone number) with its proposal as well as a list of any subcontractor personnel who will perform the services and their resumes.

The proposal cannot exceed four (4) pages, excluding resumes. The District reserves the right to declare as non-responsive and reject any proposal in which information was requested and was not furnished or when a direct or complete answer was not provided.

### **3.3. Submission of a Proposal**

All proposals must be submitted in accordance with this RFP. One copy of the completed and signed proposal shall be submitted either to [Ashica.Smith@frprdistrct.com](mailto:Ashica.Smith@frprdistrct.com) or through BidNet prior to the deadline identified in Section 1.3. The proposal must be submitted by a person who has legal authority to bind the Proposer in contractual matters with the District. The proposal must also contain the Proposer’s contact information.

All proposals must be a searchable PDF. Proposer must provide the password to any password-protected electronic files.

The District will accept only one proposal from each Proposer for the Services.

### **3.4. Proposer’s Questions**

Proposers may submit questions regarding any aspect of the RFP in accordance with this Section. Questions shall be submitted to [Ashica.Smith@frprdistrct.com](mailto:Ashica.Smith@frprdistrct.com). All questions must be submitted by an authorized representative of the Proposer prior to the submission deadline identified in Section 1.3. The District will not consider or respond to any questions if submitted in any other manner.

Following submission of questions, requests, and comments, the District, in its discretion, may (i) provide written responses, which will be for informational purposes only and shall not modify the terms, conditions, or requirements of this RFP, and/or (ii) revise this RFP through an addendum.

Proposers may only rely on revisions made to this RFP (whether in response to Proposers’ questions or otherwise) if issued as an addendum. Written responses that are included in an addendum do not constitute revisions for such purposes.

The District does not guarantee that all questions, requests, and comments will be addressed. The District may rephrase, consolidate, or otherwise modify questions and requests, in its discretion, and may provide clarifications or addenda independent of Proposers’ questions.

**3.5. Evaluation of Proposals**

Proposals will primarily be evaluated based on:

- a. demonstrated understanding of District objectives and statutory context;
- b. analytical and technical capabilities;
- c. clarity and quality of proposed methodology;
- d. experience with Colorado precinct-level data and GIS tools; and
- e. cost effectiveness and overall value.

**4. MISCELLANEOUS**

**4.1. Compliance with Law**

The Proposer’s proposal in response to this RFP and the Proposer’s implementation of the Services must be in accordance with all applicable federal, state, and local laws, statutes, ordinances, orders, rules, regulations, and policies. The Proposer understands and acknowledges that the District, its Board, and employees are subject to Colorado’s Fair Campaign Practices Act, the Colorado Constitution’s Taxpayer’s Bill of Rights, the Uniform Election Code of 1992, and the Colorado Open Records Act, and by submitting a proposal agrees that its response to this RFP and any potential performance of the Services or any related activities must comply, or support the District, its Board, and employees in complying, with these laws. The Proposer also understands and acknowledges that the District may specify legal requirements in a contract depending on the source of funds used to compensate the Proposer.

**4.2. Compliance with Specifications and Scope of Work**

All Proposers, by submission of a proposal, agree to comply with all the conditions, requirements, and specifications of this RFP, as stated or implied in this RFP.

**4.3. Cost of Proposal Preparation**

The District will not reimburse Proposers for costs incurred for preparation of proposals.

**4.4. Materials Submitted**

All materials submitted become the property of the District and will not be returned to the Proposer.

**4.5. Reimbursement**

The District will not reimburse Proposers for costs incurred in preparing a Proposal.

**4.6. Notification of Decision**

The District will notify the successful Proposer, if any, by sending a notice of intent to award, which is subject to District approval. Following the District’s approval, the District will initiate contracting process. The District will notify unsuccessful Proposers in writing of exclusion from award.

**4.7. Non-Reliance**

The District does not:

- a. make (and will not be deemed to have made) any representation, warranty, or guaranty as to the accuracy, completeness, utility, or relevance of any information or materials provided in this RFP or otherwise in connection with the procurement and the contract;
- b. have (and will not be deemed to have) any obligation to update any such information or materials, the contents of which may reflect information available as of the date that it was prepared or as of such other date indicated therein; and
- c. retain responsibility or liability (and will not be deemed to retain such responsibility or liability) for any lack of accuracy, completeness, utility, or relevance of, or for any interpretation of or conclusions drawn from, any such information and materials.

**4.8. No Collusion**

Notwithstanding any other provision of this RFP, the sharing of information or engagement in collusion between or among Proposers, Proposers' personnel, or subcontractors included in a proposal, is strictly prohibited and may result in disqualification at the District's discretion.

**4.9. Prohibitions**

Any individual who is or was an employee of the District and was involved in the development of this RFP or any other documents directly relating to the procurement is precluded from participating with a Proposer team.

**4.10. District's Reserved Rights**

The District reserves the right, in its discretion, to cancel, modify, or withdraw this RFP, in whole or in part, or any part of the contemplated procurement process to comply with law or to address the best interests of the District. Further, the District reserves the right, in its discretion and without incurring any cost, obligations, or liabilities, to do any of the following, at any time, during the procurement:

- a. reject any proposal that does not conform with the requirements set forth in this RFP or any proposal submitted after the date and time specified in this RFP;
- b. withdraw or cancel this RFP in whole or in part at any time;
- c. issue a new RFP;
- d. reject any proposal or all proposals;
- e. reject the proposal of any Proposer who has previously failed to perform competently in any prior business relationship with the District or any of its member communities;
- f. modify any dates and times set or projected in this RFP;
- g. issue addenda or other supplements or modifications to this RFP at any time;
- h. disqualify a Proposer if (i) a conflict of interest arises that cannot be resolved to the satisfaction of the District, or (ii) its conduct fails to conform to the requirements of this RFP;
- i. waive minor informalities, irregularities, omissions, nonconformities, deficiencies, discrepancies, and apparent clerical mistakes in a proposal; accept and review a non-conforming proposal or seek clarifications or modifications to a proposal; or permit corrections, addenda, supplements and other modifications to a proposal, in each case, until such time as the District

declares that a particular stage or phase of its review of the submissions pursuant to this RFP is complete and closed;

- j. ask questions related to the proposal and require clarification or confirmation of any information furnished by a Proposer;
- k. seek the assistance of outside technical experts and consultants to support the District's evaluations;
- l. take any information, regardless of source, the District deems relevant into consideration;
- m. award a contract to a Proposer for some, but not all, of the Services;
- n. request restructuring of Proposer teams, if applicable, prior to contract execution;
- o. publish the Proposer's name and any of its personnel, team members, subcontractors, and advisors; and
- p. exercise any other right reserved or afforded to the District under applicable law.

**4.11. District's Disclaimers**

- a. This RFP and the District's receipt of a proposal from any Proposer shall not in any way, obligate the District, its Board of Directors, or any member community to enter into an agreement, or any other contract of any kind with any prospective Proposer.
- b. In no event shall the District be bound by, or liable for, any obligations with respect to the Services until such time (if at all) the District has authorized and executed a contract with a Proposer and only to the extent set forth therein.
- c. Neither the District nor any of its directors, officers, agents, consultants, or any of their respective employees shall be charged with any liability by any Proposer or other person or held liable to any Proposer or other person under any term or provision of this RFP or any statements made herein or because of the submission or attempted submission of a proposal or other response hereto. By submitting a proposal, each Proposer expressly waives any right it may have to bring a claim against the District or any of its commissioners, officers, agents, consultants, or employees thereof for any such liability.

By submitting a proposal in response to this RFP, each Proposer acknowledges each part of this RFP, including the District's reserved rights and disclaimers listed above.

**Front Range Passenger Rail District**

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

Sal Pace

General Manager

## EXHIBIT 1. SCOPE OF SERVICES

### Project Objectives

The objective of this project is to conduct a comprehensive precinct-level data analysis to support the District's long-term governance, legislative, and outreach strategies. The analysis must:

- Evaluate voting patterns, turnout, and demographic trends within the District's current boundaries.
- Examine adjacent precincts along the proposed passenger rail alignment.
- Identify correlations between the finalized route, population density, and economic development potential.
- Provide recommendations on potential district boundary refinements to ensure representation aligns with the rail corridor and the communities it serves.

### Scope of Services

The selected consultant will be responsible for:

- Collecting and analyzing precinct-level voting and demographic data across the Front Range corridor.
- Overlaying the finalized route alignment with current and adjacent precincts using GIS or equivalent spatial analysis tools.
- Identifying patterns in voter behavior, turnout, and demographic composition that inform potential boundary refinements.
- Developing maps, tables, and visualizations that clearly present findings.
- Preparing a comprehensive written report summarizing methodology, findings, and recommendations.
- Presenting results and recommendations to the District's Board of Directors or designated committees.

### Deliverables

- Precinct-level analysis dataset and summary tables.
- GIS maps and visualizations overlaying route alignment and current boundaries.
- Written report with key findings, insights, and recommended alignment options.
- Presentation materials and an in-person or virtual presentation to the District Board of Directors or personnel as required by the General Manager.

### Timeline

- Project Kickoff: as early as November 12, 2025
- Draft Report Due: January 10, 2026
- Final Report and Presentation: January 24, 2026

**EXHIBIT 2. FORM OF CONTRACT**

*[See attached]*