



**NORTH FRONT RANGE TRANSPORTATION & AIR QUALITY PLANNING COUNCIL
(DBA as North Front Range Metropolitan Planning Organization or NFRMPO)**

REQUEST FOR PROPOSAL

FOR

Time & Attendance, Payroll and HR Services

RFP CH-A2017-01

All questions regarding the RFP shall be directed to:

**Crystal Hedberg
chedberg@nfrmpo.org**

Proposal Due Date: 1:00 p.m. MST 08-10 2017

SECTION I INTRODUCTION

North Front Range Transportation & Air Quality Planning Council (herein referred to as NFRMPO) is requesting proposals from qualified firms with significant experience to assist the NFRMPO with its payroll processing and other ancillary benefits management and human resource needs. The NFRMPO is the Project Representative and will oversee all aspects of the selection process.

The NFRMPO posts current bid and proposal opportunities on the Rocky Mountain E-Purchasing System (RMEPS) website. We encourage vendors and contractors to take advantage of free registration with RMEPS in order to see all of our available bid opportunities. If you need help registering, please call the Rocky Mountain E-Purchasing Group support department toll free 1-800-835-4603.

Link to North Front Range Metropolitan Planning Organization Open Solicitations:

[Rocky Mountain E-Purchasing Group](#)

www.BidNetDirect.com/colorado!

A copy of the RFP may also be downloaded off of the NFRMPO website (nfrmpo.org), at the top under Public Notices

Proposals will be publicly opened at the NFRMPO™ offices, 419 Canyon Avenue, Suite 300, Fort Collins, Colorado, 80521, at the time and date noted on the Request for Proposals.

This request for proposal must be submitted prior to 1:00 p.m. MDT August 10, 2017

The NFRMPO has an overall DBE goal of 0.03%. There is no specific contract goal for this project; but the NFRMPO encourages proposals from DBE firms.

The NFRMPO encourages all disadvantaged business enterprises to submit a proposal in response to all invitations. The NFRMPO does not discriminate against anyone or firm on the grounds of race, color, national origin or other protected status.

Questions concerning the scope of the bid, proposal submittal or process should be directed to Crystal Hedberg at chedberg@NFRMPO.org

Special Instructions

All proposals must be properly signed by an authorized representative of the company with the legal capacity to bind the company to the agreement. Proposals may be withdrawn up to the date and hour set for closing. Once proposals have been accepted by the NFRMPO and closing has occurred, failure to enter into a contract or honor the purchase order will be cause for removal of supplier's name from the NFRMPO approved bidders list for a period of twenty four months from the date of the opening. The NFRMPO may also pursue any remedies available at law or in equity. Proposal prices must be firm for a period of sixty (60) days after proposal openings.

Submission of a proposal is deemed as acceptance of all terms, conditions and specifications contained in the NFRMPO's specifications initially provided to the bidder. Any proposed modification must be accepted in writing by the NFRMPO prior to proposal close date.

Only proposals properly received by NFRMPO will be accepted. All proposals should be clearly identified by the proposal number and proposal name contained in the RFP.

No proposal will be accepted from, or any purchase order awarded, to any person, firm or corporation in default on any obligation to the NFRMPO.

No proposal will be accepted from or any purchase order awarded, to any person, firm or corporation who has been debarred from doing business with the federal government.

Bidders must be properly certified, licensed and secure necessary permits where applicable.

The NFRMPO may elect, where applicable, to award proposals on an individual item/group basis or on a total bid basis, whichever is most beneficial to the NFRMPO. The NFRMPO reserves the right to accept or reject any and all proposals, and to waive any irregularities or informalities.

Sales prohibited/conflict of interest: No officer, employee, or member of the NFRMPO Council shall have a financial interest in the sale to the NFRMPO of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the NFRMPO. Soliciting or accepting any gift, gratuity, favor, entertainment, kickback or any items of monetary value from any person who has done or is seeking to do business with any NFRMPO employee or NFRMPO Council member is prohibited.

Discounts: Any discounts allowed for prompt payment, etc., must be reflected in proposal figures and not entered as separate pricing on the proposal form.

Collusive or sham proposals: Any proposal deemed to be collusive or a sham proposal will be rejected and reported to authorities as such. Your authorized signature on this bid assures that such proposal is genuine and is not a collusive or sham proposal.

Proposal results: For information regarding results for individual proposals, send a self-addressed, stamped envelope and a bid tally will be mailed to you. Proposal results will be posted in our office seven (7) days after the proposal opening.

SECTION II OVERVIEW

North Front Range Transportation & Air Quality Planning Council (herein referred to as NFRMPO) is requesting proposals from qualified firms with significant experience working with public sector employers with less than 50 employees to assist the MPO with its payroll processing and other ancillary benefits management and human resource needs. The NFRMPO is the Project Representative and will oversee all aspects of the selection process.

The NFRMPO expects to select and contract with one firm to provide either, all or a selected group of the components described in the Request for Proposal (RFP). The MPO may choose not to select all of the services from a proposal or may elect to reject all proposals.

The firms responding to this RFP should be prepared to cooperate fully with the NFRMPO, its staff and the Project Representative throughout the entire selection process.

The NFRMPO's relevant payroll-related facts:

- 18–W-2s in 2016
- Bi-weekly payroll for approximately 11 permanent employees
- Full-time and part-time staff,
- Health, dental, vision, disability and life insurance; workers compensation 401 (A) and 457 plan
- Optional deductions
- Payroll processed by outside vendor including bi-weekly payroll, quarterly reports, end – of-year processing and reporting

The NFRMPO's relevant Benefit-related facts:

- 9 full time employees, 2 part-time
- Health, Dental, LTD, Life, EAP, lifestyle management, on-site health & wellness, discounted City facility membership benefits are through City of Fort Collins
- 401(A), 457, 457 Roth and RHS provider is ICMA
- FSA provider is TakeCare by WageWorks
- Short Term Disability provider is Voya (also used by City of Fort Collins for LTD)

*HR Guidance, including compliance updates, policy creation and reviews, Executive Director Evaluations, employment law trainings, legal services, etc., has been provided in the past by Colorado Intergovernmental Risk-Sharing Agency (CIRSA) and Mountain States Employer's Council.

Additional information regarding current process and payroll organization described in Section IV.

SECTION III SCOPE OF SERVICES

The selected firm shall work with and cooperate with the NFRMPO's Finance Manager, internal HR contact and Executive Director in rendering services pursuant to this RFP.

Goals of outsourcing services:

1. **Efficient use of scarce resources** through the reduction/elimination of duplicative processes; appropriate use of technology; process automation; access to data sets and reports
2. **Maintain accuracy and timeliness** of all aspects of payroll processing including federal and state tax reporting and remittances.
3. **Reduce risk** by having more secure and solid payroll data, improved internal controls, automated regulatory filing and payment. Provide appropriate reference checks and background checks as requested.
4. **Flexibility** to implement new requirements, fringe benefits offerings and any other changes to NFRMPO staff remuneration.
5. **Compliance updates through timely notices of changes in Federal and State laws.**
6. **Limit employment practices liability by providing confidential HR management services, including but not limited to employee relations, human resource audits and disciplinary action and termination services.**

The services solicited in this RFP should address the stated goals for the outsourced services and include the following component areas of service. Each area of service should be quoted as separate components of the total bid price .

PAYROLL SERVICE

Area of Service: Accept Bi-weekly Time Reporting.

1. Provide online access for employee entry time reporting by detailed cost centers, management of accrual balances, leave requests and approvals, and exception reporting
2. During implementation and transition, accept upload of biweekly employee time sheets in Excel 2013 or later format
3. Ability to handle various time reporting configurations of time sheets, various hour work week, various accruals.
4. Ability to track time by multiple codes such as, but not limited to, specific general ledger accounts and projects.
5. Proposal for alternate time reporting technology that meet the NFRMPO needs will be considered and should be described and priced clearly.
6. Provide Supervisor online window to approve employees' time entry
7. Provide ability for second review of time entry for accounting through online window prior to payroll processing for payment
8. Provide method to suspend the processing of time sheet entries that do not have two levels of review prior to processing entire payroll batch, along with a warning method to notify accounting that suspended records exist prior to payroll processing deadline.

9. Ability to upload holidays.

Area of Service: Process Payroll

1. Process bi-weekly payroll for entire employee base, to include direct deposit and paper checks and any combination of both payment methods. Direct deposit must have capability to accommodate two banking transfers per employee.
2. New banking instructions from employees shall have the ability to be pre-noted with employee's banking institution prior to initiating new banking instructions to test validity of employee's banking information.
3. Provide ability to include and track taxable benefits.
4. Provide ability to include and track employee vacation, sick time, and holidays
5. Process retro check payment amounts, final checks or special pay runs that do not occur in conjunction with the standard payroll schedule. Process to occur in a timely manner with the ability to be paid by paper check regardless of employee's regular preference of payment method.
6. Provide online access for employee self-serve, including capabilities to view current & historical payroll information, demographics, W-4 election changes, address changes and direct deposit changes.

Area of Service: Tax Deposits, Quarterly & Annual Payroll Tax Reports, W-2 filing, and 1099 submissions.

1. All federal and state tax deposits to be made in a timely manner consistent with applicable federal and state law and reporting requirements.
2. Completion and filing of federal and state quarterly payroll tax reports in a timely manner consistent with federal and state law and reporting requirements
3. Completion and filing of W-2 forms, including online access/distribution to employees
4. Electronic submissions of W-2 files to federal and state government

Area of Service: Reporting and Data Download.

1. Provide general ledger journal entry to record payroll batches in accounting software
2. Ability to generate Excel reports to be used for:
 - a. Detailed payroll distribution information
 - b. Bi-weekly leave accrual balances by department, supervisor and employee
 - c. Bi-weekly deductions
 - d. Health insurance, dental insurance, and life insurance by insurance provider, by billing categories, by employee
 - e. Grant and project reporting for staff costs
 - f. Annual staff statement of total salary and benefits remuneration
 - g. Bi-weekly retirement contributions by contribution component by employee for the purposed of reconciling bi-weekly payroll deductions and benefits paid
 - h. And, other extensive report capacity including but not limited to DOB/age list, home mailing labels, anniversary lists, allergies, emergency contact information, pay/hour reports by employee, department, job history reports, and organizational reports related to all hires.
3. Design and provide other specialized HR reports for recurring needs or special project purposes.
4. Provide format for storing emergency contact information

Area of Service: Employee Records and Interface.

1. Provide online access, upload ability and other methodology for a single employee record set-up and maintenance. Record changes could include but are not limited to pay rate changes, position changes, address changes, and benefit eligibility/election changes.
2. Ability to distribute payroll and benefits costs to multiple general ledger cost center accounts and multiple projects.
3. Provide security levels that will facilitate internal controls such as but not limited to discrete staff user rights to update employee records, upload hours, approve payroll disbursement, and sole HR access to non-payroll records.
4. Provide processes and security levels that facilitate efficient use of NFRMPO resources by reducing data entry burden on HR staff by providing employees the ability to directly update their records, including but not limited to data such as contact information, emergency contacts, and W-4 deductions.
5. Ability to track former employees who remain on MPO health insurance plans through COBRA
6. Employee records should retain/maintain history of employee overtime and comp time.
7. Provide duplicate copies or access for online self-service to employees to produce copies of past pay check stubs and prior year W-2's.

Area of Service: Employee Benefits

1. Work with NFRMPO broker of record and benefit providers to provide benefit enrollment services, changes and termination for employees; acting as liaison between NFRMPO and benefit providers. NFRMPO's current benefit providers include Health, Dental, Vision, Life Insurance, AD&D, VOYA (Short Term Disability, Flexible Spending Account, (401(b), 457, and RHS Plans) Workers Compensation as needed.
2. Provide consultation on plan interpretation and problem resolution, including, but not limited to, explanation of plans, and assisting employees with selecting plans that meet their needs.
3. Provide timely customer service and assistance to staff, employees and past employees with issues involving provider billing, claims, vendor service issues/problems, advocacy for services, disputes, interpretation of contracts and services, changes and general troubleshooting as requested.
4. Provide data required for annual workers compensation audit.

General for Areas of Service.

1. Data Security; provide information about your security standards given the sensitive nature of payroll data including tech specifications of any hosted data servers and software, web-based communications, electronic payments, data encryption, data storage, backup systems for data and continuity of service for payroll processing, etc.
2. Technical specifications; describe minimum and optimal technical specifications required for NFRMPO devices, hardware, software and connectivity to implement proposed services.
3. Research payroll and HR issues on request.
4. Provide flexible, on-demand employee relations services.

5. Provide training and act as a resource to NFRMPO's Executive Director, HR Contact, and Accounting Department when needed.
6. Provide training resources to NFRMPO departments, general and specific, to educate employees and supervisors on use of interfaces. Training resources should include but are not limited to the use of any remote time entry system, how to upload documents, and how to create self-generated reports.
7. Other services may be agreed to by the parties, or as proposed pursuant to this RFP.

Ancillary Services

Area of Service: Human Resources.

For each service listed below please provide additional cost, whether there is data upload capability or web based forms, process tracking, electronic acknowledgement, and review and authorize ability.

1. Monitor compliance with federal regulations regarding employee wages, record-keeping and benefits.
2. Provide employment law compliance notices and updates.
3. Assist with proper communication to employees through manuals and notices
4. Disciplinary guidance as requested.
5. Separation – layoff tracking.
6. Applicant background and reference checks as requested.

SECTION IV SUMMARY OF CURRENT PAYROLL AND ANCILLARY PROCESSING

This section mirrors the categories above, providing a summary of how the NFRMPO manages these processes currently in order to give proposers ability to make ROI estimates and address NFRMPO's goals of efficiency, accuracy, risk reduction and flexibility. Currently NFRMPO contracts with Sage to process payroll and Easy Choice Time and Attendance for hours tracking.

Payroll Service

Area of Service: Bi-weekly Time Reporting.

1. Employees track time weekly online in the Easy Choice Time and Attendance reporting system. Time sheet is printed and signed by employee and supervisor and is turned in bi-weekly. Accounting follows up on unsigned time sheets before processing payroll.
2. Time sheets are due every other Monday by 8:00 AM., for the following Friday pay date.
3. All NFRMPO/employee initiated changes are processed when approved and received.
4. Taxable Benefits are entered into the Sage payroll system when eligibility requirements are met.

Area of service: Process Payroll

1. Accounting checks each time sheet to verify that hours are accurate and leave usage has been accurately recorded.
2. The information recorded in the Easy Choice Time and Attendance reporting system is uploaded into the Sage payroll System.
3. A preprocessing report is generated from the Sage payroll system which is reviewed by accounting and management for accuracy.
4. Once the preprocessing report has been approved by accounting and management, payroll is submitted electronically to Sage.
5. Checks, direct deposit drafts and agreed upon reports, including but not limited to a check register and employee labor distribution report, are returned by mail to NFRMPO. Employees have the ability to receive the direct deposit drafts on line.
6. Retro check payment amounts are included in the payroll processing, final checks or special pay runs such, as but not limited to, terminations. Manual checks are reported into the Sage module and feed into the next payroll for balancing submissions for tax, retirement, etc.
7. An excel spreadsheet is created to produce a general entry to record payroll in the accounting records.

Area of Service: Tax Deposits, Quarterly & Annual Payroll Tax Reports, W-2 filing.

1. All federal and state tax deposits are made by Sage, with funds pulled from NFRMPO's checking account.
2. Completion and filing of federal and state quarterly payroll tax reports is done by Sage. Forms include Federal Form 941, 941 Schedule B and Unemployment Insurance Tax Report.

3. Completion and filing of federal and state annual payroll tax reports completed by Sage.
4. Completion and filing of W-2 forms, including employee mailings for distribution of employee copies is done by Sage
5. Adjusting journal entry is processed to clear out payroll holding accounts and record the checking account cash transactions.
6. Health insurance, dental insurance, vision insurance, employee assistance program, and long term life insurance is provided thru the City of Fort Collins who bills the NFRMPO each month.
7. Grant reporting for personnel cost is a manual process which combines employee payroll reports and other general ledger research.

Area of Service: Employee Records and Interface.

1. Record changes are submitted to Human Resources/Payroll and manually entered into the payroll module. Record changes could include but are not limited to pay rate changes, position changes, address changes, benefit eligibility/election changes. Depending on the change, other tracking tools may need to be updated. Address changes are made manually.
2. Verification of employment requests are handled internally.
3. Employee requests for prior year W-2's are processed by locating the hard copy and making a copy to mail to employee.
4. Changes to employee compensation are handled internally and manually entered into Sage's payroll processing system.

Area of Service: Employee Benefits.

1. Open enrollment process for benefits is currently completed in conjunction with the City of Fort Collins annually in October.
2. Enrollment for pension, and Short Disability benefits are completed by HR Contact 30 days after hire via provider's portal.
3. FSA enrollment process occurs annually in December via provider portal.
4. Change of address and benefit elections for insurance and other benefits are updated by HR Contact as needed and reported to benefits providers.
5. Workers compensation annual audit reporting is gathered internally and reported online to insurance company
6. Accounting reconciles vendor bills to benefits to payroll module.

Ancillary Services

Area of Service: Human Resources.

1. Application process submitted on paper from online application and manually managed by HR.
2. Background checks and reference checking is a manual process for HR.
3. Evaluation process is required. It is manual process for staff member and evaluator(s) tracked by HR
4. Employee relations process
5. Disciplinary process is tracked by HR Contact, managers and Executive Director.
6. Employee Separation is a manual process of filling out separation forms.
7. Compliance information is researched by HR Contact and provided by multiple sources. It is updated and disseminated by HR Contact as appropriate.

SECTION V GENERAL INSTRUCTIONS

ADMINISTRATIVE INFORMATION

This RFP is issued under the authority of:

North Front Range Transportation & Air Quality Planning Council
419 Canyon Avenue, Suite 300
Fort Collins, CO 80521

All inquiries concerning the intent of this request, contract information or site access shall be directed via email to Crystal Hedberg, Finance Manager chedberg@nfrmpo.org.

This Request for Proposal consists of the following items:

- Section I. Introduction
- Section II. Overview
- Section III. Scope of Services
- Section IV. Summary of Current payroll and Ancillary Processing
- Section V. General Instructions
- Section VI. Proposal Response
- Section VII. Evaluation and Selection
- Section VII Contract

It is suggested that this package be checked to insure that all listed information is included.

- If there are any deviations from the RFP requirements, please indicate the reason for such deviation in writing. An incomplete or uncoordinated submission will be judged as indicative of the proposer's capability and professionalism.

PROPOSAL SUBMITTAL OPTIONS.

Option 1: Submit one copy of the proposal via the Rocky Mountain E-Purchasing group website (www.BidNetDirect.com/colorado!).

Option 2: Submit a sealed envelope clearly marked on the outside **RFP CH-A2017-01 Time & Attendance, Payroll and HR Services** with four (4) copies of the complete proposal, including all other documents required to be submitted with the proposal. Send or drop off at the following location:

NFRMPO
Attn: Crystal Hedberg
419 Canyon Avenue, Suite 300
Fort Collins, CO 80521

Option 3: Submit via email a single pdf document of the complete proposal, including all other documents required to be submitted with the proposal to chedberg@nfrmpo.org. Clearly note **RFP CH-A2017-01 Time & Attendance, Payroll and HR Services** in the subject line.

No responsibility or liability will be attached to any NFRMPO official, employee or agent for the premature opening or failure to open any proposal not marked according to this instruction of proposal sent by mail/courier service and received by the NFRMPO after deadline. No responsibility or liability will be attached to any NFRMPO official, employee or agent should a proposal sent via email not be received by deadline due to size or any other issue that impedes its arrival to the specified email address on time.

SUBMITTAL DEADLINE

Proposals must be received by 1:00 p m mountain standard time 08-10-2017

PROPOSAL OPENING

All proposals received in compliance with the instructions of this RFP will be reviewed by the Project Representative and selected proposal evaluators. Proposals received after the date and time specified and/or proposals which are not prepared and filed in substantial compliance with the terms and conditions of the FRP will not be considered for evaluation or award of a contract.

MODIFICATION OR WITHDRAWAL OF PROPOSAL

A proposal may not be modified, withdrawn or canceled by the proposer for a ninety (90) day period following the time and date designated for the receipt of proposals and propose so agrees in submitting the proposal

Prior to the time and date designated for receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the NFRMPO at the place designated for receipt of proposals. Such notice shall be in writing over the signature of proposer.

Withdrawn proposal may be resubmitted up to the time designated for the receipt of proposals, provided that they are then fully in compliance with the RFP.

SUBMITTAL COSTS

The cost of submittals and any other expenses related to this RFP including travel for interviews or inspections shall be entirely the responsibility of the proposer.

SECTION VI PROPOSAL RESPONSE

The submitted written proposal must use the following format and content detail. Proposals shall be prepared so that responses are specifically identified in the same order as the requested information identified below .

TITLE PAGE (Mandatory)

The name and signature of the proposing firm's authorized representative as well as his/her email address and telephone number must be provided. The proposal must be dated on this page. The authorized representative is to signify the proposer's agreement and compliance with all requirements set forth in the RFP.

In addition, the signature will certify the proposer's acceptance of and responsibility for the following **(note that the following language must be reproduced above proposer's signature)**:

1. All data presented in the proposal is accurate and complete.
2. Acknowledgment that the proposer has read and understood the RFP and the proposal is made in accordance with the contents of the RFP unless otherwise noted in the proposal.
3. The proposal shall be valid for 60 days after submission of the proposal.
4. The cost of submittals and any related expenses, including travel for interviews or inspections, shall be entirely the responsibility of the proposer.
5. The discovery of any significant inaccuracy in information submitted by the proposer shall constitute good and sufficient cause for rejection of the proposal.

A. PROPOSED SERVICES (20 POINTS)

For each area of service identified in the Scope of Services, provide:

1. Description of the services proposed including work and inputs required by the NFRMPO
2. Staff, routine deadlines for bi-weekly, quarterly and annual processes.
3. Address how your services map to the outsourcing goals of efficiency, accuracy, risk reduction and flexibility.
4. Cost of service and pricing information (note any alternate or grouped service pricing.)

B. COST OF PROPOSED SERVICES (20 POINTS)

1. State your firm's pricing model for providing the different areas of services described in the scope of services.
2. Provide estimate of any one-time conversion or startup costs associated with implementing the proposed services.
3. If you company does not provide a specific service described in the RFP, simply note that service is not offered.

C. STATEMENT OF QUALIFICATIONS and EXPERIENCE (15 POINTS)

Provide a brief explanation of why your firm is qualified to provide payroll processing and

ancillary services to the NFRMPO. Describe the experience of your firm in providing payroll processing and ancillary services for government clients.

D. STAFFING (10 points)

Identify the specific personnel who will be assigned to provide services pursuant to this RFP. For each of these persons, please provide a bio as an exhibit.

E. LOCAL (5 POINTS)

Identify state of your company incorporation. State if company is minority or women-owned.

F. SAMPLE REPORTS, DATA SETS and TECHNOLOGY (10 POINTS)

1. Provide samples of the kind of reports you would be preparing for the NFRMPO and data sets available to same if selected to provide payroll processing and ancillary services.
2. Describe format and availability options (web based, self-service, file format, etc.) for reports and data sets.
3. Provide information on your data security as well as software and hardware requirements for the NFRMPO.

G. RESPONSE SERVICE (10 POINTS)

Explain how your firm will be able to provide the immediacy of response and personal quality of service needed for a small local government with limited staff.

H. CLIENTS/REFERENCES (5 points)

Provide a list of clients for whom you have provided payroll and human resources services during the past three years. Include names and telephone numbers of at least three references with the types of services noted.

I. AVAILABLE OPTIONAL SERVICES (5 POINTS)

Describe the associated services your firm will be able to offer the NFRMPO to assist it in maximizing the use of scarce NFRMPO resources, both direct cost and staff time, that are directed towards payroll and benefits processing as well as data-intensive human resources processes. Pricing models and estimates for these additional services shall be provided.

J. STATEMENT OF ASSURANCE. (Mandatory)

Provide a statement of assurance that your firm is not currently in violation of any regulatory agency rules, or, if in violation, the violation does not have a material adverse effect on your ability to perform under the proposed contract.

K. INSURANCE (Mandatory)

Certify that your firm will purchase and maintain for the duration of the contract the following levels of insurance:

- \$1,000,000 commercial general liability
- \$1,000,000 errors and omissions

L. COMPLETED W-9 (Mandatory)

M. COMPLETED CERTIFICATION REGARDING LOBBYING (Mandatory)

Appendix A

N. DEBARMENT AND SUSPENSION CERTIFICATION (Mandatory

Appendix B

O. INTERVIEWS.

Interviews will be conducted with the two companies presenting proposals with the highest scores. Interviews will be scored based on information presented during interviews, and overall quality of the service proposed.

SECTION VII EVALUATION AND SELECTION

Proposals will be evaluated based on the quality of responses to specific items outlined in the proposal response section of the RFP. Each valid proposal will be reviewed by the Project Representative and evaluation committee. Additional clarifying material may be requested by the NFRMPO. The Project Representative will develop a shortlist of firms. The Project Representative may or may not interview the firms. Proposals which are incomplete or non-responsive to the RFP may be rejected. The NFRMPO does not accept responsibility for the return of successful or unsuccessful proposals.

The NFRMPO reserves the right in its sole discretion to:

- Reject any proposal not in compliance with all prescribed RFP procedures and requirement.
- For good cause reject any or all proposals upon finding it is in the public interest to do so.
- Waive minor irregularities in the proposals received.
- Accept all or any part of a proposal in principle subject to negotiation of the final details. In particular, the NFRMPO reserves the right to negotiate fee proposals.

**SECTION VIII
CONTRACT**

The selected firm will be required to sign a Personal Services Contract.

Appendix A: CERTIFICATION REGARDING LOBBYING

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

- a. (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- c. (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Appendix B: DEBARMENT AND SUSPENSION CERTIFICATION

Choose one alternative:

The Proposer, _____, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlements, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
4. Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

OR

The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provision of Title 31 USC § Sections 3801 are applicable thereto.

Executed in (City) _____, **state of**

Printed Name:

Authorized Signature

Date

Appendix C: Federally Required Contract Clauses

- a. **CIVIL RIGHTS REQUIREMENTS**
- b. **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**
- c. **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**
- d. **LOBBYING**
- e. **ADA ACCESS**
- f. **NO OBLIGATION BY THE FEDERAL GOVERNMENT**
- g. **RECORDS AND REPORTS**
- h. **TERMINATION**
- i. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**
- j. **BREACHES AND DISPUTE RESOLUTION**
- k. **CLEAR AIR**
- l. **CLEAN WATER REQUIREMENTS**
- m. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**
- n. **ENERGY CONSERVATION REQUIREMENTS**
- o. **RECYCLED PRODUCTS**
- p. **GOVERNING LAW**
- q. **SEVERABILITY**

a. CIVIL RIGHTS REQUIREMENTS

Civil Rights – The following requirements apply to the underlying contract:

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the

course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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 apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

b. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(1) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency’s overall goal for DBE participation is 0.03%. A separate contract goal has not been established for this procurement.

(2) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NFRMPO deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(3) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work from the NFRMPO.

(4) The contractor must promptly notify the NFRMPO whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the NFRMPO.

c. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49

CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the NFRMPO. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the NFRMPO, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

d. LOBBYING

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.] – Contractors 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 any 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.

**** COMPLETE AND SUBMIT APPENDIX A: 49 CFR PART 20 – CERTIFICATION REGARDING LOBBYING**

e. ADA Access

Accessibility. 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 by 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 and amendments thereto in Appendix A to 49 CFR Part 37.

f. No Obligation by the Federal Government.

The purchaser and Contractor acknowledge and agree 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 Purchaser,

Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

g. Records and Reports.

The MPO and Contractor shall maintain all books, records, and other documentation pertaining to the Scope of Services and necessary to completely substantiate all costs incurred and billed to the MPO for a period of three (3) years from the date of final payment. These records shall be made available for inspection and audit to any state or federal authority authorized to inspect such records and copies thereof shall be furnished at the expense of Contractor, if so requested.

h. Termination.

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provision of this contract, the MPO may terminate this contract for default. The MPO shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contract will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performances set forth in this contract.

i. Program Fraud and False or Fraudulent Statements and Related Acts.

- (1) The Contractor 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 the Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the underlying contract of the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor 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 Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor 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 the 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 Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor 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 subcontractor who will be subject to the provisions.

j. Breaches and Disputes

Disputes – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the NFRMP’s Executive Director. This decision shall be final and conclusive unless within then (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Transportation Planning Director. In connection with any such appeal, the Contractor shall be afforded and opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision

Performance During Dispute – Unless otherwise directed by the NFRMPO, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the NFRMPO and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or if a court of competent jurisdiction with the State in which the NFRMPO is located.

Right and Remedies – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of and duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the NFRMPO or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, no shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

k. Clean air

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

l. Clean Water Requirements

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended , 22 U.S.C. § 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees the Purchaser will, in turn, report each violation as required to assure notification to FTA and the Appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

m. Contract Work Hours and Safety Standards Act

- (1) Overtime requirements – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less the one and on-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages 0 In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore - shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages – The MPO shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract of any other federal contract with the same prime contractor, of any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquated dames as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts – The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) though (4) of this section and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

n. Energy conservation Requirements

The Contract agrees to comply with mandatory standards and policies relating to energy. The laws of the State of Colorado shall govern the construction, interpretation of the Energy Policy and Conservation Act.

o. Recycled Products

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 CFR part 247, and Executive order 12873, as they apply to the procurement of items designated in Subpart B of 40 CFR Part 247

p. Governing Law

The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement.

g. Severability

In the event any provision of the Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement