

**North Front Range Metropolitan Planning Organization  
(NFRMPO)  
Invitation for Bid  
For  
Minivans**

May 2021



**IFB NO. VG2021-01  
Bid opening June 7, 2021**

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# VANGO MINIVANS

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## SECTION A: INVITATION FOR BID

The North Front Range Metropolitan Planning Organization (NFRMPO) doing business as VanGo™ is requesting bids for a qualified vendor to provide vanpool vehicles in accordance with the specifications provided within this request.

The North Front Range Metropolitan Planning Organization (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 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](http://www.BidNetDirect.com/colorado)

A copy of the open bid may also be downloaded from the NFRMPO website ([nfrmpo.org](http://nfrmpo.org)), at the top under Public Notices

Bids will be publicly opened through a virtual meeting at the time and date noted on the Open Bid. Please contact Merideth Kimsey at [mkimsey@nfrmpo.org](mailto:mkimsey@nfrmpo.org) for bid opening information if you wish to attend.

**This open bid must be submitted prior to 1:00 p.m. MDT June 7, 2021**

The NFRMPO is covered under the Colorado Department of Transportation (CDOT) Disadvantaged Business Enterprise (DBE) program. CDOT has an overall DBE goal of 2.50 percent for FTA-funded projects and 11.55 percent for FHWA-funded projects. There is no specific contract goal for this project, but the NFRMPO encourages all disadvantaged business enterprises to submit a bid 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.

**No federal funds are being used to purchases requested vehicle; therefore, “Buy America” rules will not be taken into consideration.**

Questions concerning the bid submittal or process should be directed to Merideth Kimsey at [mkimsey@nfrmpo.org](mailto:mkimsey@nfrmpo.org)

## SECTION B: INSTRUCTIONS TO BIDDER

All bids must be properly signed by an authorized representative of the company with the legal capacity to bind the company to the agreement. Bids may be withdrawn up to the date and hour set for closing. Once bids have been accepted by the NFRMPO and closing has occurred, failure to enter into 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. Bid prices must be firm for a period of sixty (60) days after bid openings.

Submission of a bid 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 bid close date.

Only bids properly received by VanGo™ will be accepted. All bids should be clearly identified by the bid number and bid name contained in the IFB.

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

No bid 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.

Bids must be furnished exclusive of any federal excise tax, where applicable.

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

The NFRMPO may elect, where applicable, to award 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 bids, and to waive any irregularities or informalities.

Sales prohibited/conflict of interest: No officer, employee, or member of the MPO 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 MPO Council member is prohibited.

Freight terms: Unless otherwise noted, all freight is F.O.B. Destination, Freight Prepaid. All freight charges must be included in prices submitted in bid.

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

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

Bid results: For information regarding results for individual bids, send an email to [mkimsey@nfrmpo.org](mailto:mkimsey@nfrmpo.org) and a bid tally will be sent to you.

## SECTION C: SPECIFICATIONS

This specification establishes the requirements for the purchase of up to **Seven (7) 6 to 7 passenger minivans.**

Should the manufacturer's current published data or specifications exceed specifications, they shall be considered minimum and furnished.

### Clarification of specifications

Clarification regarding these specifications shall be requested from Shane Armstrong through email at [sarmstrong@nfrmpo.org](mailto:sarmstrong@nfrmpo.org) no later than 1:00pm June 2 ,2021. Any specification changes will be made by a written addendum available on the Rocky Mountain Website, [www.BidNetDirect.com/colorado](http://www.BidNetDirect.com/colorado), the North Front Range MPO website, [www.nfrmpo.org](http://www.nfrmpo.org), and by email to any bidder who indicates an intention to bid and requests clarifications.

For questions concerning specifications contact: Shane Armstrong, at: [sarmstrong@nfrmpo.org](mailto:sarmstrong@nfrmpo.org)

### Delivery

Delivery of equipment shall be made in full (up to 7 vans in one day) to:

City of Fort Collins Fleet Shop  
835 Wood Street  
Fort Collins, CO

TBD when delivery is ready. No later then 9/15/2021

Final acceptance pending test-drive and verification all specs are met.

Post test-drive, dealer's representative must bring delivery documents to the NFRMPO office and have delivery documents signed by an authorized NFRMPO employee.

North Front Range MPO  
419 Canyon Avenue  
Suite 300  
Fort Collins, CO 80521

The following employees are authorized to sign delivery documents:

Suzette Mallette or Merideth Kimsey

(Dealer should call 970-800-9560 in advance to assure the presence of authorized personnel.)

The word “delivery” encompasses delivery of the actual equipment, as specified, complete with all necessary papers such as Manufacturer’s Statement of Origin, application for title, invoice, warranty, and operator’s manuals, as applicable.

All equipment must be completely washed and serviced in accordance with standard new equipment “make ready” and the manufacturer’s specifications and be ready for delivery in drive away condition that includes a fully fueled vehicle. **This includes all necessary precautions due to COVID-19.** A sixty (60) day permit is to be included.

All units are to be new and of the manufacturer’s latest model in production at the time of delivery, complete with all standard equipment and options specified herein, unless otherwise agreed upon in writing. Time is of the essence. The NFRMPO shall be kept advised of any anticipated delay in delivery.

Delivery of each vehicle is to be completed within ninety (90) calendar days from issuance of purchase order.

The winning bidder (dealer) shall furnish written notification to Shane Armstrong at [sarmstrong@nfrmpo.org](mailto:sarmstrong@nfrmpo.org) that an order for the chassis was placed no later than 72 hours from receipt of the purchase order.

Written notification to be sent to Shane Armstrong at [sarmstrong@nfrmpo.org](mailto:sarmstrong@nfrmpo.org) when the winning bidder (dealer) receives a “*build date*” from the manufacturer.

Written notification to be sent to Shane Armstrong at [sarmstrong@nfrmpo.org](mailto:sarmstrong@nfrmpo.org) when the vehicle is shipped to the winning bidder (dealer).

If delivery of any vehicle is delayed because of strike, injunctions, governmental controls, or by reason of any cause or circumstances beyond the control of the manufacturer or supplier, the time of completion of delivery may be delayed upon written request for a time extension from the bidder. This request must be received by the NFRMPO prior to the scheduled delivery date. The request for an extension must include detailed justification for delay and its length. The supplier shall provide a proposed new delivery date, not to exceed 45 days, as part of the extension request. The delivery date will be delayed by the number of days agreed upon by the NFRMPO and the supplier. In the absence of such an extension being requested and granted, which shall not be unreasonably denied, the purchase price of each vehicle will be reduced by \$10 per day (per vehicle) for each day beyond the delivery deadline as liquidated damages if the extension was not requested or the delay cannot be justified as being beyond the bidder’s control.

### **Warranty**

The manufacturer shall unconditionally warrant the entire vehicle for a warranty period of specified usage that is currently being offered in open trade for that vehicle at the time of delivery. Additionally, the Vendor shall furnish the NFRMPO a fully priced copy (parts and labor) of any warranty or commercial cost repair order which originates in his repair facility, after delivery, during or after the warranty period. No charge for service calls, travel time, travel expenses, mileage, or per diem will be allowed by the NFRMPO in connection with the performance of any warranty repairs.

### **Specifications**

Equipment listed on this bid must meet or exceed minimum requirements. A checklist has been provided in **Section F-Specifications Checklist** to ensure minimum requirements are met.

**Failure to submit this checklist may cause your bid to be considered 'unresponsive'.**

### **Freight Terms**

FOB destination, freight prepaid. All freight charges must be included in bid pricing

## **SECTION D: SUBMITTALS**

Bids **must** include the following documents and be submitted in digital form:

- Completed Section F: Specification Checklist
- Completed Section G: Bid - Pricing must include all available incentives, transportation, and delivery fees
- Completed Section H: Bidder's Signature. Bid must be properly signed by an authorized representative of the company with the legal capacity to bind the company to the agreement.
- FMVSS Certification
- Completed W-9
- Lobbying Certification – Appendix A
- Debarment and Suspension Certification – Appendix B

## **SECTION E: BID EVALUATION AND AWARD**

Bid will be awarded to the lowest responsible cost, responsive bidder over the life of the vehicle.

The NFRMPO's VanGo™ program will evaluate the bids on cost, resale value, and fuel efficiency.

As part of the award process, the successful firm must enter into an agreement with the NFRMPO within seventy-two (72) hours, (3) days after notification of award.

## **SECTION F: PROTEST PROCEDURES**

### **Filing of Protest**

**When to File:** Protest must be submitted in writing via e-mail to the Executive Director at [smallette@nfrmpo.org](mailto:smallette@nfrmpo.org) within seven (7) working days after the aggrieved person knows or should have known of the facts giving rise thereto.

Protests based upon restrictive specifications or alleged improprieties in any type of solicitation, which are apparent prior to bid opening or the closing date for receipt of initial bids, must be filed no later than three (3) working days prior to bid opening or the closing date for receipt of bids.

**Subject of Protest:** Protestors may file a protest on any phase of solicitation or award, including but not limited to specification or award.

**Form:** The protest must be in writing and include, as a minimum, the following:

- (a) The name and address of the protestor.
- (b) Appropriate identification of the procurement by bid number.
- (c) A statement of the reasons for the protest.
- (d) Any available exhibits, evidence or documents substantiating the protest.

**Decision:** The Executive Director or his/her designee will decide and inform in writing on a protest within seven (7) working days after receiving all relevant, requested information. The decision of the Executive Director or his/her designee is final.

**Withholding of Award:** When a protest has been filed before award, the North Front Range Transportation & Air Quality Planning Council will not make an award prior to the resolution of the protest, and when a protest has been filed before the opening of bids, the North Front Range Transportation & Air Quality Planning Council will not open bids prior to the resolution of the protest, unless the North Front Range Transportation & Air Quality Planning Council determines that:

- (a) The items to be procured are urgently required.
- (b) Delivery or performance will be unduly delayed by failure to make the award promptly.
- (c) Failure to make prompt award will otherwise cause undue harm to the North Front Range Transportation & Air Quality Planning Council.



## SECTION G: SPECIFICATIONS CHECKLIST

**General: The following specifications describe a 6 or 7 passenger minivan, 2021 or newer model year minivan equipped as follows. Place a check mark in each box below to indicate the van in your proposal is so equipped:**

- Provide Federal EPA MPG Ratings \_\_\_\_\_
- Passenger seating capacity 6  or 7
- White exterior paint
- Interior fabric - color of gray or beige preferred. List color \_\_\_\_\_
- Fabric-trimmed front seats with seatback pockets; 8-way power-adjustable driver's seat;
- Adequate  V-6 or  turbo-charged 4-cylinder engine – gasoline or hybrid
- Minimum 6-speed automatic transmission or CVT
- Power steering
- Front & rear disc brakes with ABS
- All-season M/S rated tires
- 17 or  18 in. alloy wheels
- Spare tire – **must identify whether it is compact**  **or full size**
- Traction control
- Daytime running lights
- Tire Pressure Monitoring System (TPMS)
- Driver and passenger front airbags
- Three-row side curtain airbags
- Front side airbags
- Driver's & passenger's front active head restraints
- Head restraints at all seating positions
- Dual power sliding doors
- Remote keyless entry system with lock, two-stage unlock and panic button
- **Three (3) sets of key fobs & remotes**

- Rear privacy glass (tinted side and back windows)
- Projector-beam headlights with auto-off feature
- Power side mirrors
- Power door & tailgate locks
- Cruise control
- Three-zone  automatic or  manual climate control with air filter, individual temperature settings for driver, front passenger and rear-seat passengers
- Variable intermittent windshield wipers/washer
- Rear tailgate window wiper/washer
- Tilt/telescopic steering wheel
- Power windows with jam protection in all positions and manual/power rear quarter windows (sliding door window must roll down)
- Remote fuel filler door release
- Rear window defroster
- ***Rubber all-weather floor mats for all three (3) rows (no carpeted mats)***
- AM/FM Audio System with multiple speakers
- Integrated  backup/rearview camera or  back up warning alert system, specify
- Full tank of gas in vehicle
- Clear bra applied to hood and mirrors (mirrors only if body colored)
- Attached information detailing vehicle warranty

**FAILURE TO COMPLETE AND SUBMIT THIS FORM SHALL BE CAUSE FOR BID REJECTION**

## SECTION H: BID

We hereby enter the following pricing for the NFRMPO's requirements for up to seven (7) minivans, per the bid invitation and any referenced specifications.

### Pricing for vans to be purchased:

New minivans equipped as specified above (price per van): \$\_\_\_\_\_

Normal vehicle lead (order) time: \_\_\_\_\_ days

### Vehicle Warranty

Term: \_\_\_\_\_

Coverage: \_\_\_\_\_

Location where warranty repairs can be performed: \_\_\_\_\_

### Freight Terms

FOB destination, freight prepaid. All freight charges must be included in bid pricing.

**FAILURE TO COMPLETE AND SUBMIT THIS FORM SHALL BE CAUSE FOR  
BID REJECTION**

## SECTION I: BIDDER'S SIGNATURE PAGE

By signature below, the Bidder certifies that the specifications and general provisions have been carefully examined. If the bid is accepted, Bidder agrees to furnish the goods in the manner and time herein prescribed and according to all the requirements set forth.

Complete, sign and return the attached proposal documentation:

- Cover Title/Page
- Section G -Specifications Checklist
- Section H -Bid
- Section I– Bidder's Signature Page
- FMVSS Certification
- Completed W-9
- Completed Lobbying Certification – Appendix A
- Completed Debarment and Suspension Certification – Appendix B

The bidder may withdraw a bid at any time prior to the solicitation opening by providing written request via email to the Executive Director or designee. However, all proposals shall be irrevocable for sixty (60) calendar days from the day of the solicitation opening.

The bidder agrees and warrants that the undersigned certifies that neither he/she nor anyone associated with bidder's company listed below has directly, or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive competition in connection with the procurement.

**NAME/TITLE** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**FEDERAL TAX ID:** \_\_\_\_\_

**NAME OF FIRM:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**FAILURE TO SIGN AND SUBMIT THIS FORM SHALL BE CAUSE FOR BID REJECTION**

## 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 Bidder, \_\_\_\_\_, 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 Bidder 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 Bidder 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 \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

## 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. **NO OBLIGATION BY THE FEDERAL GOVERNMENT**
- f. **RECORDS AND REPORTS**
- g. **TERMINATION**

## 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.

**e. NO OBLIGATION TO 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.

**f. 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.

**g. 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.