



Purchasing  
419 Canyon Avenue, Suite  
Fort Collins, CO 80521  
Phone: (970) 221-6243  
Fax: (970) 416-2406  
Website: [nfrmpo.org](http://nfrmpo.org)

**REQUEST FOR PROPOSALS**  
**SENIOR TRANSPORTATION IMPLEMENTATION PLAN #P2019-001**  
**PROPOSAL DUE DATE: 3:00 PM Mountain Daylight Time (MDT), Friday, March 1, 2019**

The North Front Range Metropolitan Planning Organization (NFRMPO) requests proposals for the services of a qualified vendor to provide Business and Financial Plan development expertise for a One Call/One Click Center for seniors and individuals with disabilities in accordance with the scope of services provided within this Request for Proposals (RFP).

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 to see all our available bid opportunities. If you need help registering, please call the Rocky Mountain E-Purchasing Group Support Department toll free (800) 835-4603.

Link to North Front Range Metropolitan Planning Organization Open Solicitations:

[Rocky Mountain E-Purchasing Group](http://www.RockyMountainE-PurchasingGroup.com)  
[www.BidNetDirect.com/colorado!](http://www.BidNetDirect.com/colorado!)

A copy of the RFP may also be downloaded from the NFRMPO website: <http://nfrmpo.org/rfps-rfgs>.

**All proposals must be received before 3:00 PM MDT Friday, March 1, 2019 as directed in the RFP instructions.**

**Proposals should be submitted to Merideth Kimsey, Accounting Clerk III, at 419 Canyon Ave, Suite 300, Fort Collins, CO 80521; [mkimsey@nfrmpo.org](mailto:mkimsey@nfrmpo.org); or through the RMEPS website.**

The NFRMPO encourages all certified Disadvantage Business Enterprises (DBE) and certified Small Business Enterprises (SBE) to submit proposals in response to all requests for proposals. In administering its DBE Program, the NFRMPO will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, sex, or national origin. The NFRMPO is covered by Colorado Department of Transportations (CDOT's) DBE goal of 2.28; however, there is no specific goal for this project.

The work in this RFP must be completed by December 2019.

Questions concerning the scope of the project should be issued in writing and directed to the Project Manager, Alex Gordon, Transportation Planner II/Mobility Coordinator at the NFRMPO, [agordon@nfrmpo.org](mailto:agordon@nfrmpo.org) and (970) 416-2023. No questions will be accepted after **February 22, 2019**, seven (7) days prior to the bid closing date. Answers to questions received will be posted on RMEPS and sent out via email to those who request and provide a valid email address no later than **February 27, 2019**.

Questions concerning bid submittal or process should be directed Merideth Kimsey, Accounting Clerk III at (970) 416-2252 or [mkimsey@nfrmpo.org](mailto:mkimsey@nfrmpo.org).

**North Front Range Metropolitan Planning Organization  
(NFRMPO)**

**Request for Proposals**

**For**

***Larimer County Senior Transportation Implementation Plan***

February 2019



North Front Range  
Metropolitan  
Planning  
Organization

North Front Range Metropolitan Planning Organization (NFRMPO)  
419 Canyon Avenue, Suite 300  
Fort Collins, CO 80521  
(970) 416-2023  
[agordon@nfrmpo.org](mailto:agordon@nfrmpo.org)

## **SECTION I: INTRODUCTION**

The NFRMPO has broad experience in managing Federal Transit Administration (FTA) funding and is acting as the fiscal agent and program manager for the project outlined in this Request for Proposal (RFP), in cooperation with Larimer County.

## **North Front Range Metropolitan Planning Organization**

The North Front Range Metropolitan Planning Organization (NFRMPO) is located in northern Colorado and covers the urbanized portions of Larimer and Weld counties. The NFRMPO region is north of the Denver Metropolitan area and within commuting distance for many of the communities along the North I-25, US287 and US85 corridors. This area is an attractive place to live, work, and play and consequently, is one of the fastest growing areas in Colorado.

This RFP is seeking a consulting firm, or team (Consultant), to develop the *Larimer County Senior Transportation Implementation Plan*, hereafter called the Implementation Plan, as described in the Tasks section. The Implementation Plan will tie together multiple planning efforts including the *Larimer County Senior Transportation Needs Assessment* and the National Aging and Disability Transportation Center's *Getting Ready to Innovate* grant. The *Implementation Plan* will act as the guiding document to create a One Call/One Click Center in Larimer County.

## **Larimer County**

Larimer County is a large and diverse area in north-central Colorado. The County extends to the Continental Divide and includes several mountain communities and Rocky Mountain National Park. The County covers approximately 2,640 square miles, with the population and employment located primarily within the US287 corridor. Tourism and recreation are predominantly located in Rocky Mountain National Park and in the Estes Valley. Services are located predominantly in and around incorporated areas, like Fort Collins and Estes Park, but there are individuals living throughout the county including unincorporated area.

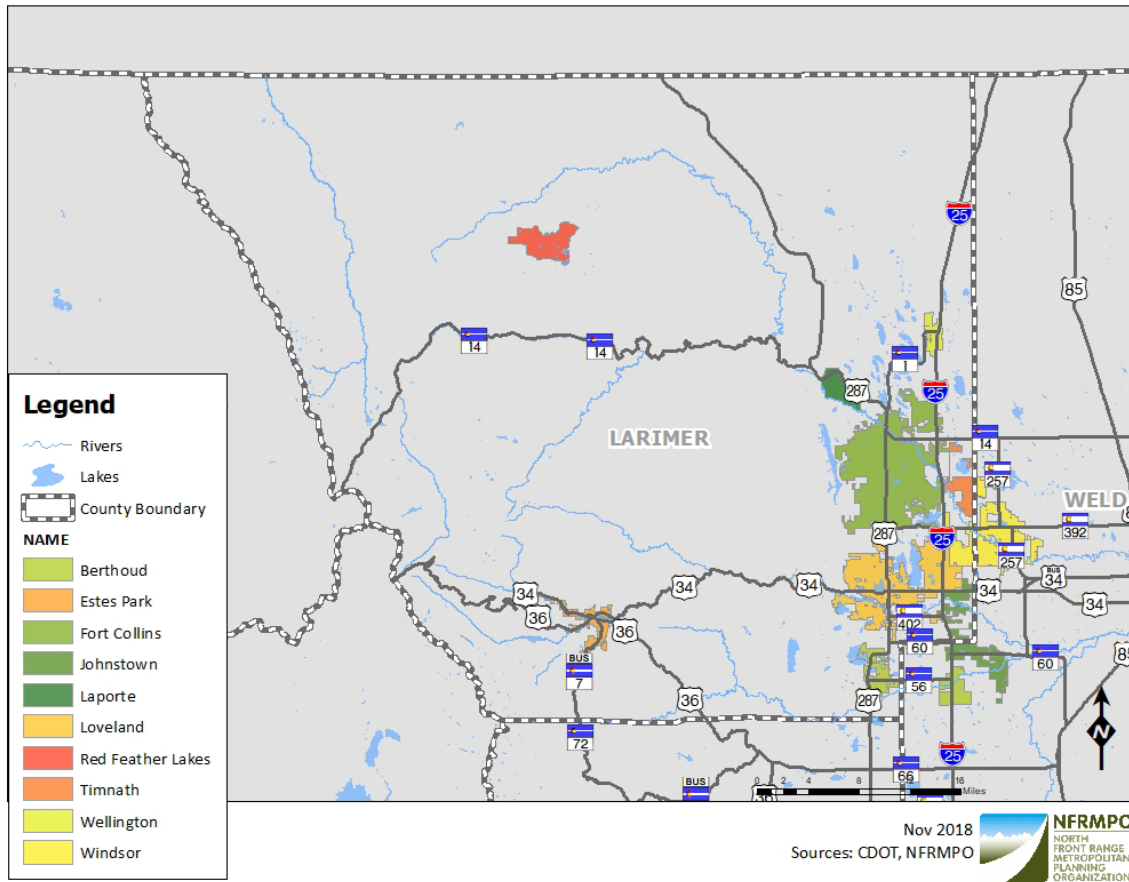
In 2016, Larimer County had a population of nearly 340,000, spread across eight incorporated municipalities and a vast area of unincorporated land. The incorporated areas have a population of 270,000 and nearly 70,000 live in the unincorporated portions of the County. There are two Census Designated Places (CDP), Laporte and Red Feather Lakes, and eight incorporated municipalities:

- Berthoud (part)
- Johnstown (part)
- Wellington
- Estes Park
- Loveland
- Windsor (part)
- Fort Collins
- Timnath

There are three County Commissioners, which comprise the Board of County Commissioners. The three County Commissioners, each representing a third of the County.

Larimer County does not operate transit or demand response; instead, service is provided at the municipal level by Berthoud (Berthoud Area Transportation System), Estes Park (Estes Park Shuttle and Via Mobility), Fort Collins (Transfort), and Loveland (City of Loveland Transit). In addition, Colorado Department of Transportation (CDOT) operates the Bustang interregional express bus service, connecting Fort Collins and Loveland to Denver along I-25. Other services are provided through various agencies.

Figure 1: Larimer County



## SECTION II: PROVISIONS

### **Purpose**

The purpose of this RFP is to select a Consultant to develop and write the *Implementation Plan*.

### **Schedule**

- February 12, 2019: Release of RFP
- March 1, 2019: Proposals due by 3:00 PM MDT
- March 11, 2019: Consultant Selection Committee proposal reviews due
- Week of March 18, 2019: Consultant Selection Committee meets & Interviews if necessary
- Week of March 25, 2019: Firm Selected, and contract executed

### **Cost Liability**

All costs incurred in the submission of proposals or in making necessary studies, designs, or benchmarks of estimates for the preparation of the proposals are the sole responsibility of the Consultant.

## SECTION III: BACKGROUND

### **2013-2018 Larimer County Strategic Plan:**

Larimer County periodically drafts a five-year Strategic Plan for the County. In the *2013-2018 Larimer County Strategic Plan*, the County set the following goal:

“By the end of 2016, an evaluation of the transportation needs and challenges for seniors living in unincorporated Larimer County will be completed. Existing and new options for addressing those needs and challenges will be identified, prioritized, and implemented.”

### **Larimer County Senior Transportation Needs Assessment (2017)**

This document can be found at <https://bit.ly/2FCD8UI>.

Based on the *Larimer County Strategic Plan* goal, the Larimer County Engineering Department and the Larimer County Office on Aging (the County-wide Area Agency on Aging) partnered on the *Larimer County Senior Transportation Needs Assessment (Needs Assessment)*. The Needs Assessment had extensive outreach in the form of four focus groups, one each held in Berthoud, Estes Park, Red Feather Lakes, and Wellington, and a statistically-valid survey distributed by mail to older adults living in the unincorporated portions of the County. Through this outreach and further research, the consultant identified 10 recommendations to move forward:

1. On-demand paid services
2. Volunteer driver program
3. Expansion of existing services
4. Family and friend subsidy
5. Fixed-route shuttle
6. Education and marketing
7. Dispatch/Call center
8. Senior Commission and Transit Ambassadors
9. Travel Trainings
10. Online Platform

Based on these recommendations, a Work Group formed to further research and identify a program to move forward. The Work Group consisted of staff from: Berthoud Rural Alternative for Transportation (RAFT), Foothills Gateway, Larimer County Department of Health and Environment Built Environment Program, Larimer County Engineering Department, Larimer County Community, Planning, Infrastructure & Resources, Larimer County Office on Aging, the NFRMPO, and the Partnership for Age-Friendly Communities (PAFC). Based on the recommendations, the group identified a One Call/One Click Center as the ideal program moving forward, because it could be expanded to include other recommendations in the future. The Work Group met periodically over the span of eight months and interviewed staff from programs across the United States.

### **National Aging and Disability Transportation Center (NADTC) Getting Ready to Innovate Grant**

The Work Group applied for the NADTC Getting Ready to Innovate grant for a project related to the One Call/One Click Center: development of an Expert Panel comprised of staff from transit providers, system level agencies, and non-profits, as well as riders (older adults and individuals with

disabilities), to help evaluate software platforms used in a One Call/One Click center. The Expert Panel met through January 2019 and made recommendations that will be incorporated into the final *Implementation Plan*. The Expert Panel has been incorporated into the Larimer County Mobility Committee, the Local Coordinating Council hosted by the NFRMPO for Larimer County. The Final Report is available at this link: <https://bit.ly/2ROuELJ>.

## SECTION IV: SCOPE OF WORK

The Consultant, at a minimum, must satisfactorily achieve the deliverables in this Section, consistent with NFRMPO standards or performance standards otherwise agreed to by the NFRMPO through a contract resulting from the RFP. The Consultant may also propose to achieve additional deliverables beyond those minimally required.

The Consultant is expected to provide technical expertise, oversight, and perform the primary work on the *Implementation Plan*, with the Work Group staff providing support and guidance.

The Consultant's work tasks are anticipated to include the following items, detailed on the following pages:

- **TASK 1: Engagement**
- **TASK 2: Program of Services and Projects**
- **TASK 3: Business Plan**
- **TASK 4: Financial Plan**
- **TASK 5: Implementation Plan**
- **TASK 6: Coordination**



## **TASK 1: Stakeholder Engagement**

### **Tasks**

- 1.1 Evaluate outreach done as part of the [Larimer County Senior Transportation Needs Assessment](#), the NFRMPO's [2017 Coordinated Public Transit/Human Services Transportation Plan](#) , and the [Project MILES \(NADTC\) Final Report](#) to build on existing partnerships, collaborations, and feedback.
- 1.2 Identify short-term and long-term partnerships to ensure participation by individuals with disabilities, older adults, jurisdictional staff, community groups, non-profits, transit agencies, volunteer driver organizations, paratransit companies, taxi companies, and other transportation and human-service transportation providers.
- 1.3 Identify strategies to ensure long-term participation by stakeholders.

### **Deliverables**

- 1.1 Targeted Public and Community Outreach Plan, memo documenting consultant's Analysis of Received Input and effects on the project.
- 1.2 List of short-term and long-term partners and their roles.
- 1.3 Identifying successful engagement of partners for long term success of project
- 1.4 Potentially six (6) stakeholder meetings. The consultant may need to schedule additional meetings if they are found to be beneficial to outcomes and/or take meetings at the request of the Work Group to achieve grant project details. Additional meetings need approval from the NFRMPO project manager.

## **TASK 2: Program of Services and Projects**

### ***Tasks***

- 2.1** Identify long-term projects to be included in the final Implementation Plan to achieve the One Call/One Click Center project and which can move the region closer to other identified Recommendations from the Needs Assessment.
- 2.2** Identify pilot/demonstration projects to show the region's readiness for implementing and operating a One Call/One Click Center and can be used to determine barriers that need to be overcome to achieve this goal successfully.
- 2.3** Create criteria and tools to evaluate the effectiveness of pilot projects and to usefully apply findings to decisions about moving forward with the One Call/One Click Center.

### ***Deliverables***

- 2.1** List of pilot projects that include potential costs to execute pilot projects (purchases, operating, etc.), estimated staff time, suggested pilot period length, and other considerations for implementation.
- 2.2** List of long-term projects which help determine the specific technology needed, allow the County to pivot if a strategy is not successful, and provide a proof of concept to the Board of County Commissioners and identified partners that the service is needed and feasible.

Note: This task may have alterations based on a second phase of NADTC grants to be awarded in the week of February 18, 2019.

## **TASK 3: Business Plan**

### ***Tasks***

- 3.1** Identify resources needed to operate One Call/One Click Call Center, including staff time, office space, technology needs, and other support services.
- 3.2** Identify governance structures for the support and implementation of the service keeping in mind the possibility of the service expanding beyond the geographic boundary of Larimer County
- 3.3** Identify key transportation providers who should be part of the One Call/One Click Call Center, including transit agencies, volunteer services, and taxi companies.
- 3.4** Draft Mobility Manager (or equivalent) job description including job tasks and responsibilities. Salary and benefits do not need to be considered in the job description. Consider skills like language abilities, familiarity with the region and technology, and business acumen.
- 3.5** Identify future capabilities and their timeline for implementation that may not be possible initially, such as exploration of creating a mobile device-based app available in multiple languages.
- 3.6** Create a Communications Strategy to obtain buy in for a One Call/One Click Center to, existing transportation services, elected officials, and the public.
- 3.7** Draft a schedule for implementation, including prioritization and phasing.

### ***Deliverables***

- 3.1** Combined Business Plan containing Deliverables 3.1 – 3.5.

## **TASK 4: Financial Plan**

### ***Tasks***

- 4.1 Develop cost estimates that include the following:
  - 4.1.1 Startup costs (Staff time, indirect and direct costs, technology, website, office space, financial accounting, governance);
  - 4.1.2 Ongoing operational costs (staff benefits and raises, software updates etc.)
- 4.2 Develop revenue estimates that include the following:
  - 4.2.1 Identify sources of local, regional, statewide, and federal grant programs to fund setting up and operating the program
  - 4.2.2 Identify ongoing versus finite grant fund sources
  - 4.2.3 Identify local match and/or in-kind match opportunities
- 4.3 Develop a strategy for a reliable funding stream for startup and the first one to two years of operation
- 4.4 Identify cost-saving opportunities or phased approaches as funding may or may not become available when needed.

### ***Deliverables***

- 4.1 Calculations showing estimated costs for operating and capital expenses.
- 4.2 Memo containing proposed grants and revenue sources.
- 4.3 Financial plan, including short- and long-term costs for capital and operating costs.

## **TASK 5: Implementation Plan**

### ***Task***

- 5.1 Compile information from the Tasks 1 through 4 into an Implementation Plan. This includes: Memos documenting Analysis of Received Input, List of short-term and long-term strategies and projects, Business Plan, and Financial Plan with recommendations for governance and operation.

### ***Deliverables***

- 5.1 Draft Implementation Plan
- 5.2 Final Implementation Plan

## **TASK 6: Coordination**

### ***Tasks***

- 6.1 A Project Manager is assigned to this project and will be the single point of contact. The Consultant will coordinate work with the Larimer County Senior Transportation Work Group on all aspects of the project.

### ***Deliverables***

- 6.1 Schedule of Deliverables.
- 6.2 Periodic check-ins with the Project Manager.
- 6.3 Participation in meetings with the Larimer County Senior Transportation Work Group.
- 6.4 Email, presentations including graphics, phone calls, and other forms of communication as needed and discussed.

## SECTION V: ADDITIONAL ITEMS

### EXPERTISE

The selected Consultant is expected to have expertise in:

- Project management;
- Facilitation skills
- Development of Call Centers or something similar
- Needs of older adults and individuals with disabilities
- Public outreach, with a specific focus on older adults and individuals with disabilities;
- Consensus building, namely working with transit and transportation providers, advocacy groups, riders, and other stakeholders to produce results
- Mobility management
- Transit and mobility management funding sources

### SCHEDULE

The grant requirements through the Colorado Department of Transportation (CDOT) must be completed by December 2019.

### BUDGET

The budget for this project is \$56,000.

### MEETINGS

The Consultant and the NFRMPO's Project Manager will work as a team and must be available for meetings or phone calls. However, the budget for travel is expected to be limited, so other communication options such as Skype and GoToMeeting should be considered when in-person meetings would not be necessary or possible. These options might involve interactive, web-based meetings that display graphic or tabular materials in addition to voice communications.

### TRAVEL

The NFRMPO office is located in Fort Collins, Colorado and any anticipated travel expenses for the Consultant team members must be included in the submitted cost proposals. There is a limited budget for this project, so travel expenses should be minimized. Travel expenses for the Consultant team are not authorized to be reimbursed by the NFRMPO for trips that occur prior to the Notice to Proceed with the contract.

## SECTION VI: PROPOSAL SUBMITTAL—INFORMATION REQUIRED FROM PROPOSING CONSULTANT FIRMS

Consulting firm proposals must be submitted in the format outlined below and must include similar information for all subcontractors.

The proposal must be signed by a duly authorized representative of the firm submitting the proposal. The signature shall include the title of the individual signing the proposal. The proposal must be good for a period not less than 90 days to allow for all contracting approvals. All proposals must include a W-9 and the Debarment and Suspension Certification document.

The NFRMPO will not reimburse any firm for costs incurred in the preparation and presentation of their proposal or for taking part in an interview.

### **A. Business Organization**

State the full name and address of the organization and, if applicable, the parent company, branch office or another subordinate element(s) that will perform or assist in performing the work. Indicate whether operating as an individual, partnership or corporation; if as a corporation, include the state in which incorporated. If appropriate, state whether members of the team are licensed to operate in the State of Colorado and whether the consulting firm team includes a State of Colorado certified DBE. If the business has multiple offices, please identify the home office of the project manager and the majority of the team.

### **B. Statement of the Problem**

State, in precise terms, the Consultant's understanding of the problem presented in this RFP and how they propose to satisfy both the technical and administrative requirements.

### **C. Management Summary**

Include a narrative description of the proposed effort and how it will be managed and the products that will be delivered, showing a timetable with products and milestones. The Cost Proposal should also detail the dollar amounts by task. There should be a one-page summary of the Work Plan and deliverables as described below.

### **D. Consultant Qualifications and Prior Experience**

Include as part of the proposal a brief statement concerning the recent staff experience for those who will be actively engaged in the proposed effort. Do not include corporate experience unless persons who will work on this project participated in that experience. Identify the staff person and their role in the corporate experience. Provide the same information for each sub-consultant participating in this project.

In addition to specific technical capabilities required of the Consultant to perform this project, it is desired that the Consultant project manager have detailed knowledge and experience with state and federal financing procedures and the ability to coordinate with NFRMPO, CDOT and other appropriate agencies and individuals.

### **E. Work Plan**

Describe in narrative form the Consultant's technical approach for accomplishing the work in this RFP. Include a description of issues involved in the RFP to indicate understanding of the problem and the proper emphasis to be placed on each area. Provide a breakdown of work tasks and



subtasks with timeline and products/deliverables. The Consultant should also include any innovative recommendations they would like to propose in this section as **Task 7**.

Show the staff assignment of hours to those Tasks and itemize the person hours allocated for each Task by level using a Gantt chart or similar display. Include each staff person's name and title (project manager, senior engineer, etc.) and the estimate of hours for the prime Consultant's and all subcontractors' staff, if applicable. Indicate the proposed implementation schedule, designating decision points, and the total time necessary to accomplish them based on the RFP. Additionally, all efforts that will result in direct or indirect cost to the project (i.e., supplies and materials, transportation, travel, meals and lodging, specialized services, subcontractors, reproduction and distribution of documents, or any other direct cost item) must be itemized.

#### **F. Key Personnel**

Specific background information on key individuals who will be assigned to the project team must be included and should emphasize their experience relative to this project's requirements. The proposed key staff must be the personnel who will be assigned to the project. Key people are defined as those people whose qualifications and experience are essential to providing quality services. The project team means the personnel assigned by the Consultant and the Sub-consultant(s) who are responsible for the services. Include the resumes of all key project personnel (two pages maximum per person), including subcontractors.

The contract for this project will contain a provision that the Consultant may not replace key personnel without prior written approval from the NFRMPO. A violation of this provision will be considered a breach of contract, and the NFRMPO may terminate the contract.

#### **G. Project Management**

The Consultant's Project Manager must be readily accessible to the NFRMPO Project Manager. Response to this RFP should include a proposal to address and clarify all aspects of project administration, communication, documentation, quality assurance, variation and change control, contract deliverables, budget and cost control, schedule control, and internal/external coordination.

The NFRMPO Project Manager shall be the official NFRMPO contact person for the Consultant. The Consultant must either address or send a copy of all project correspondence to the NFRMPO Project Manager. This includes all verbal contact records. The NFRMPO Project Manager shall be made aware of all communications regarding this project.

The Consultant will update the NFRMPO Project Manager on a monthly basis in addition to updates/documentation of deliverables at the milestones identified by the Consultant in the proposal based on the RFP.

The Consultant will maintain a project record, which includes a history of significant events that influenced the development of the products, receipt of information and the reason for the delay of any products.

The Consultant shall notify the NFRMPO Project Manager whenever discoveries or new information have the potential to require changes in the scope or cost of the project.

**H. Authorized Negotiators**

Consultant proposals must include the names and telephone numbers of the firm's personnel authorized to negotiate the proposed contract with the NFRMPO. In the event that this proposal and the subsequent negotiations lead to a contract, the Consultant will be asked to provide a written verification that the person signing the contract is authorized to do so. If this will require a meeting of the Board of Directors or the Partners of the firm, the Consultant should begin arrangements so that the contract will not be delayed.

**I. Sub-consultants**

All Sub-consultants must be identified and are subject to approval by NFRMPO. Qualifications and background information is required as specified in the "Key Personnel" section of this RFP.

The contract for this project will contain a provision requiring prior written approval to subcontract any of the services. If the amount to be subcontracted is \$25,000 or more, the proposed subcontract must be submitted to the NFRMPO's review and approval prior to execution.

**J. Quality Control and Quality Assurance**

The consultant shall identify in the proposal the individual responsible for Quality Control and Quality Assurance.

# SECTION VII: CONSULTANT SELECTION CRITERIA AND AWARD

## **REQUIRED ELEMENTS**

All proposals must adhere to the following requirements to be considered for scoring.

1. The firm must adhere to the instructions in the Request for Proposals on preparing and submitting the proposal.
2. Completed Certification regarding Lobbying (Attachment 1)
3. Completed Disbarment and Suspension Certification (Attachment 2)
4. Completed W-9 (<https://www.irs.gov/pub/irs-pdf/wp.pdf>)

## **EVALUATION**

A Consultant Selection Committee, consisting of NFRMPO staff and representatives from the Larimer County Senior Transportation Work Group, will review all proposals received and score them based on the criteria in the table below. The Committee will then select the firm it considers to be the most qualified and responsive to undertake the project. Proposals receiving a score of 40 (out of a possible 75) or lower during Phase I may not be considered by the Committee for an interview. If none of the proposals meet the 40-point threshold, the Committee reserves the right to interview the consulting firm with the highest point total or not award the contract and re-advertise the RFP.

Criteria A through E represent Phase I in Consultant selection. Each member of the Committee will evaluate these criteria individually. The scores will be submitted to the Project Manager prior to the decision of whether interviews are required. An average of the Committee's scores will be used to calculate the points for each criterion. The Committee may request interviews with as many as three of the highest scoring Consultants; award based on Phase I scores or terminate the process and not continue to Phase II in Consultant selection. If interviews are held, ranking will take place following the interviews. Each committee member will award points for a Consultant's interview following all interviews.

All proposals are rated according to the following criteria on a scale of 1 to 5 with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating. A weighted factor is applied based on importance decided by the Project Manager. The rating multiplied by the weighted factor gives the total available points.

### Scoring Criteria and Total Points

Phase	Criteria	Weighted Factor	Total Points
Phase I	A. Did the proposal demonstrate an understanding of the problem? Does the consultant, key staff, and/or sub-consultant have the correct experience to meet the requirements of this RFP?	4	20
	B. Does the consultant's proposal provide a comprehensive approach to completing the project? Does the consultant's approach provide evidence to how the respondent will best meet the needs of the project?	4	20
	C. Does the consultant, key staff, and/or sub-consultant have direct and the correct experience to meet the requirements of this RFP?	3	15
	D. Does the consultant have the availability and commitment of staff members and resources to complete the tasks set out in the Scope of Work?	2	10
	E. Is the firm's proposed project budget and fee structure competitive, reasonable, and advantageous to the NFRMPO?	2	10
Phase II	F. Interview <i>(if held)</i>	5	25
<b>Total Possible Points</b>		-	<b>100</b>

The NFRMPO reserves the right to hire a Consultant without holding interviews. If it is determined that interviews will be required before a final decision can be made, the **interviews will take place at the NFRMPO offices in Fort Collins, Colorado the week of March 18, 2019**. If needed due to unavailability of staff, Skype interviews can be held in place of in-person interviews. Proposers should be willing and able to attend these interviews, if necessary. Firm(s) who are invited to an interview will be notified **the week of March 11, 2019** that an interview has been scheduled. At a minimum, the Consultant's project manager and key staff should attend.

If interviews are conducted, the proposers are expected to prepare detailed presentations on the scope of work, their expertise, and any innovative recommendations they propose. Additional services may be sought at a later time through subsequent work orders as the needs are understood and scope of work is developed.

### **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

The NFRMPO encourages all certified Disadvantage Business Enterprises (DBE) and certified Small Business Enterprises (SBE) to submit proposals in response to all requests for proposals. In administering its DBE Program, the NFRMPO will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, sex, or national origin. The NFRMPO is covered by CDOT's DBE goal of 2.28; however, there is no specific goal for this project.

### **QUESTIONS AND ANSWERS**

Questions concerning RFP submittal or process should be directed to Merideth Kimsey, Accounting Clerk III, at [mkimsey@nfrmpo.org](mailto:mkimsey@nfrmpo.org).

Questions concerning the scope of the project should be issued in writing and directed to the Project Manager, Alex Gordon, Transportation Planner II/Mobility Coordinator at the NFRMPO, [agordon@nfrmpo.org](mailto:agordon@nfrmpo.org). No questions will be accepted after **February 22, 2019**, seven (7) days prior to the bid closing date. Answers to questions received will be posted on RMEPS and sent out via email to those who request and provide a valid email address no later than **February 27, 2019**.

## 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 contract or to honor the purchase order will be cause for removal of supplier's name from the NFRMPO's bidders list for a period of 12 months from the date of the opening. The NFRMPO may also pursue any remedies available at law or in equity. Proposed prices must be held firm for a period of 90 days after bid 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 award of the bid.

Only proposals properly submitted through RMEPS, via physical mail or email, or in person will be accepted. All proposals should be clearly identified by the proposal name contained in the proposal. If emailing submissions, send them to [mkimsey@nfrmpo.org](mailto:mkimsey@nfrmpo.org). If mailing submissions, please address them to Merideth Kimsey, 419 Canyon Ave, Suite 300, Fort Collins, CO 80521.

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

The NFRMPO may elect, where applicable, to award proposals on an individual item/group basis or on a total proposal 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 employee, TAC member, or member of NFRMPO Planning Council, shall solicit or accept any gift, gratuity, favor, entertainment, kickback, or any item(s) of monetary value from any person who has or is seeking to do business with the NFRMPO.

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

## **ATTACHMENTS**

## **Attachment 1: CERTIFICATION REGARDING LOBBYING**

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

- a. 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. 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. 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



**Attachment 2: 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 t 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.

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**Executed in (City) \_\_\_\_\_, state of**

---

**Printed Name:** \_\_\_\_\_

---

Authorized Signature

Date

### **Attachment 3: 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**
- r. **PATENET RIGHTS**
- s. **RIGHTS IN DATA AND COPYRIGHTS**

## 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 NFRMPO is covered under the Colorado Department of Transportation (CDOT) Disadvantaged Business Enterprise (DBE) program. CDOT has an overall DBE goal of 2.88 percent for FTA-funded projects and 12.15 percent for FHWA-funded projects. A separate contract goal has not been established for this procurement.

(2) "The Colorado Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 {78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4} and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

(3) 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.

(4) 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.

(5) 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**

(1) 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

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

(3) 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.

(4) 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.

(5) 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 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.

**q. 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

**r. Patent Rights**

The Contractor Agrees that (a) Depending on the nature of the Underlying Agreement, the Federal Government may acquire patent rights when the contractor produces a patented or patentable invention, improvement or discovery, (b) The Federal Governments rights arise when the patent or patentable information is conceived or reduce to practice with federal assistance or (c) When a patent is issued or patented information becomes available as described in the preceding section (b) of section r., the FTA will be notified immediately and a detailed report satisfactory to FTA will be provided.

**s. Rights in Data and Copyrights**

“Subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the underlying agreement. Examples of ‘subject data’ include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the underlying agreement. Upon final payment, all designs, plans, reports, specifications, drawings, subject data and other services rendered by Contractor shall become the sole property of the MPO, which shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use and authorize others to use all such materials for authorized government purposes. Other entities that may reproduce, publish, or otherwise use the designs, plans, reports, specifications, drawings, and other services rendered by Professional include but are not limited to the Colorado Department of Transportation ("CDOT"), the Federal Transportation Administration ("FTA"), and the Federal Highway Administration ("FHWA").

**t. Prompt Payment of Subcontractors.**

(1) The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than twenty- five (25) business days after the Contractor has received payment from the MPO

(2) The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.

(3) The MPO will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work, they have performed under all previous payment requests, as evidenced by the submission of the Prompt Payment Affidavit filing to the MPO.

**Attachment 4: AGREEMENT FOR PROFESSIONAL SERVICES TEMPLEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE NORTH FRONT RANGE TRANSPORTATION AND AIR QUALITY PLANNING COUNCIL (the "MPO"), and \_\_\_\_\_ an independent consultant with a principal place of business at \_\_\_\_\_ ("Consultant") (collectively the "Parties").

WHEREAS, the MPO requires professional services; and

WHEREAS, Consultant has held itself out to the MPO as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**I. SCOPE OF SERVICES**

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in the attached **Exhibit A**.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Consultant proceeds without such written authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the MPO is authorized to modify any term of this Agreement, either directly or implied by a course of action.

**II. COMMENCEMENT AND COMPLETION OF WORK**

Consultant shall commence work as set forth in the Scope of Service. Except as may be changed in writing by the MPO, the Scope of Services shall be complete and Consultant shall furnish the MPO the specified deliverables and project timeline as provided in **Exhibit A**.

**III. COMPENSATION**

A. In consideration for the completion of the Scope of Services by Consultant, the MPO shall pay Consultant an amount not to exceed \_\_\_\_\_. This maximum amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the MPO for such fees, costs and expenses. The compensation paid under this Agreement is based on the Cost Proposal attached hereto as **Exhibit B**.

B. Notwithstanding the maximum amount specified in Paragraph A hereof, Consultant shall be paid only for work performed. If Consultant completes the Scope of Services for a lesser amount than the maximum amount, Consultant shall be paid the lesser amount, not the maximum amount.

C. Consultant shall submit invoices to the MPO on a monthly basis for all services rendered during the month represented on the invoice. Such invoices shall detail, with appropriate

documentation, the task performed, the individuals working on such task, and expenses incurred with supporting documentation. Each invoice will contain all hours and expenses from the Consultant for the month. Upon receipt of an invoice and Prompt Payment Authorization, the MPO shall pay all undisputed amounts within thirty (30) days.

#### **IV. PROFESSIONAL RESPONSIBILITY**

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. The MPO's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

D. Because the MPO has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform any of the work required under the Scope of Services without the prior written consent of the MPO

E. Commencing at the end of the calendar month following the date of execution of this Agreement and every calendar month end thereafter, Consultant shall provide the MPO with a written report of the status of the work. Failure to provide any required monthly report may, at the option of the MPO, suspend the processing of any partial payment request.

#### **V. OWNERSHIP**

The materials, items, and work specified in the Scope of Services, together with any and all related documentation and materials provided or developed by Consultant shall be exclusively owned by the MPO. Consultant expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, it shall not constitute a "work made for hire," Consultant hereby transfers, sells, and assigns to the MPO all of its right, title, and interest in such work. Other entities that may reproduce, publish, or otherwise use the designs, plans, reports, specifications, drawings, and other services rendered by the Consultant include but are not limited to the Colorado Department of Transportation ("CDOT"), the Federal Transportation Administration ("FTA"), and the Federal Highway Administration ("FHWA").

#### **VI INDEPENDENT CONTRACTOR**

Consultant is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is an MPO employee for any purposes.

## **VII. INSURANCE**

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the MPO. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease – policy limit, and one million dollars (\$1,000,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this Paragraph.

2. Commercial general liability insurance with minimum combined single limits of two million dollars (\$2,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the MPO and the MPO's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of two million dollars (\$2,000,000) each claim and two million dollars (\$2,000,000) general aggregate.

C. Any insurance carried by the MPO, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

D. Consultant shall provide to the MPO a certificate of insurance, completed by Consultant's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the MPO. The MPO reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

E. Failure on the part of Consultant to procure or maintain the insurance required herein shall constitute a material breach of this Agreement upon which the MPO may immediately terminate this Agreement, or at its discretion, the MPO may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies

so paid by the MPO shall be repaid by Consultant to the MPO upon demand, or the MPO may offset the cost of the premiums against any monies due to Consultant from the MPO.

### **VIII. INDEMNIFICATION**

Consultant agrees to indemnify and hold harmless the MPO and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant. Consultant's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant. If Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Consultant's obligation to indemnify and hold harmless the MPO may be determined only after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

### **IX. TERMINATION**

A. This Agreement shall terminate when all the work described in the Scope of Services is completed to the MPO's satisfaction, or upon the MPO's providing Consultant with seven (7) days advance written notice, whichever occurs first. Upon receipt of the notice, Consultant shall immediately discontinue all work, except as permitted by the MPO in writing and deliver to MPO all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If the Agreement is terminated by the MPO's issuance of written notice, the MPO shall pay Consultant for all work authorized and completed prior to the date of termination.

B. If Consultant defaults or fails or neglects to carry out the Agreement, or any part thereof, or fails to perform any provision of this Agreement, the MPO, after seven (7) days written notice to Consultant and without prejudice to any other remedy the MPO may have, may make good such deficiencies and may deduct the cost thereof, including compensation for any additional services made necessary thereby, from the payment then or thereafter due the Consultant. Or, at the MPO's option after said notice, the MPO may terminate this Agreement and may finish the project by whatever method the MPO deems expedient, and if the unpaid balance of the compensation exceeds the expense of finishing the project, such excess shall be paid to the Consultant, but if such expense exceeds such unpaid balance, the Consultant shall upon demand pay the difference to the MPO.

### **X. ILLEGAL ALIENS**

A. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Consultant will participate in either the E-Verify Program

administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement

B. Prohibited Acts. Consultant shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Contract; or

(2) Enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

C. Verification.

(1) If Consultant has employees, Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

(2) Consultant shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

(3) If Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Consultant shall:

1. Notify the subcontractor and the MPO within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

2. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subsection (1) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

D. Duty to Comply with Investigations. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Contract.

E. If Consultant does not have employees, Consultant shall sign the “No Employee Affidavit” attached hereto.

F. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the

“Department Program Affidavit” attached hereto.

**XI. FEDERAL PROVISIONS**

**A. Equal Employment Opportunity compliance.**

1. Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action includes but is not 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. Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. Consultant shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part, and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. Consultant shall include the provisions of this Section XI(A) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, in order that each of the foregoing provisions shall be binding upon each subcontractor or vendor. Consultant shall take such action with respect to any subcontract or purchase order as may be

directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

D. **Clean Air Act and Clean Water Act compliance.** Consultant shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

E. **Energy Efficiency Standards compliance.** If applicable, Consultant shall comply with mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.

F. **Debarment / Suspension compliance.** By execution of this Agreement, Consultant represents that it is not a party listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235). Consultant further represents it is not otherwise excluded or declared ineligible for award of federal funds under any other statutory or regulatory authority.

G. **Byrd Anti-Lobbying Amendment compliance.** If this Agreement includes compensation of \$100,000 or more, Consultant shall file the certification required for compliance with the Byrd Anti-Lobbying Amendment, certifying 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. Consultant shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

H. **Procurement of recovered materials.** Consultant must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I. **Right to inventions made under the Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and involves Consultant's performance of experimental, developmental, or research work, the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations apply.



J. **FTA Compliance.** Special provisions or conditions relating to federal patent law and rights in data that are applicable to this Agreement are set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. **(ONLY REQUIRED FOR RESEARCH PROJECTS WITH FTA FUNDING)**

K. **Prompt Payment of Subcontractors.**

1. The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than twenty- five (25) business days after the Contractor has received payment from the MPO
2. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
3. The MPO will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the submission of the Prompt Payment Affidavit filing to the MPO.
4. Failure to comply with these prompt payment requirements is a breach of the Contract, which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, Contractor's failure to promptly pay its Subcontractors is subject to the provisions of 50 ILCS 505/9.

X. **MISCELLANEOUS**

A. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in either Weld or Larimer Counties, Colorado.

B. **No Waiver.** Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the MPO shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. **Integration.** This Agreement and any attached exhibits constitute the entire Agreement between Consultant and the MPO, superseding all prior oral or written communications.

D. **Third Parties.** There are no intended third-party beneficiaries to this Agreement.

E. **Notice.** Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.

F. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. **Modification.** This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either party without the written consent of the other.

I. Governmental Immunity. The MPO, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the MPO and its officers or employees.

J. Rights and Remedies. The rights and remedies of the MPO under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the MPO's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriations. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligations of the MPO not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the MPO hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

*[Remainder of blank intentionally left blank – signatures on following page]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

**NORTH FRONT RANGE TRANSPORTATION  
PLANNING COUNCIL**

\_\_\_\_\_  
Executive Director

**CONSULTANT**

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

\_\_\_\_\_  
**Attest**

**EXHIBIT A**  
**SCOPE OF SERVICES**

**NO EMPLOYEE AFFIDAVIT**

*[To be completed only if Consultant does not have any employees]*

**1. Check and complete one:**

I, \_\_\_\_\_, am a sole proprietor doing business as \_\_\_\_\_. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the MPO, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, \_\_\_\_\_, am the sole owner/member/shareholder of \_\_\_\_\_, a \_\_\_\_\_ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the MPO, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

**2. Check one.**

I am a United States citizen or legal permanent resident.

*The MPO must verify this statement by reviewing one of the following items:*

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the MPO's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

*Contractor must verify this statement through the Federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the MPO.*

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Date

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was subscribed, sworn to and acknowledged before me \_\_\_\_\_  
day of \_\_\_\_\_, 20\_ by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

(S E A L)

\_\_\_\_\_  
Notary Public

**DEPARTMENT PROGRAM AFFIDAVIT**

*[To be completed if Consultant participates in the  
Department of Labor Lawful Presence Verification Program]*

I, \_\_\_\_\_, as a public contractor under contract with The North Front Range Transportation and Air Quality Planning Council (the "MPO"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the MPO within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Date

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was subscribed, sworn to and acknowledged before me \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_,as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

( S E A L )

\_\_\_\_\_  
Notary Public

**PROMPT PAYMENT AFFIDAVIT**

Re: Payment Request No. \_\_\_\_\_

I, \_\_\_\_\_ (Name), the \_\_\_\_\_ (Title - e.g., President, Vice President, etc.) of \_\_\_\_\_ ("Company"), do state the following with regard to payments made under Contract No. \_\_\_\_\_ ("Contract"):

Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. \_\_\_\_\_, were paid no later than twenty-five (25) business days after Company received payment from the MPO.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Attest

**EXHIBIT B  
COST PROPOSAL**



**EXHIBIT C**  
**FTA PATENT CLAUSES**

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

**A. Rights in Data.**

1. The term "subject data" means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Exhibit has been added:

a. Except for its own internal use, the Consultant may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Consultant authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

b. In accordance with 49 C.F.R. 18.34 and 49 C.F.R. 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(1) and (2)(b)(2) below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under this Agreement, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Consultant using Federal assistance in whole or in part provided by FTA.

c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Consultant performing experimental, developmental, or research work required by this Agreement agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research

work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Consultant's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

d. Unless prohibited by state law, upon request by the Federal Government, the Consultant agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Consultant of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Consultant shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

e. Nothing contained herein shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

f. Data developed by the Consultant and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Exhibit has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Consultant identifies that data in writing at the time of delivery of the contract work.

g. Unless FTA determines otherwise, the Consultant agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (*i.e.*, a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the MPO and Consultant agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

4. The Consultant agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

## **B. Patent Rights.**

1. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Consultant agrees to take actions necessary to provide immediate notice and a detailed report to the party at a

higher tier until FTA is ultimately notified.

2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Consultant's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Consultant agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

3. The Consultant agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.