



**INVITATION FOR BID**

**Bid:** 22-039 Tires for Pueblo Transit  
**Available:** June 13, 2022  
**Question Deadline:** June 20, 2022 at 4:00 PM (MT)  
**Submittal Deadline:** June 27, 2022 at 10:00:00 AM (MT)  
**Bids received after this deadline will be rejected and an email notice will be sent**

**Submittal Information:** Bids may be mailed, hand delivered, or submitted electronically in PDF format. Mailed and hand delivered bids must be delivered to the City’s Purchasing Department, 230 South Mechanic Street, Pueblo, Colorado, 81003, 719-553-2350 and clearly marked with the bid number and name. Electronic bid submittals must be sent to [onlinebids@pueblo.us](mailto:onlinebids@pueblo.us). Bidders must enter the following in the subject line of the email: “**SEALED BID 22-039 – Your Company Name**.” Submittals will be opened no sooner than Submittal Deadline listed above.

**REQUIRED SUBMITTALS**

Completed Quotation Record, References Form, and Specification Exceptions Form (pages 2-5)
Completed FTA Required forms (pages 23-24)
Attach specifications, descriptive literature, and warranties for any proposed equal products

In general, the successful bidder will provide new and re-tread tires for Pueblo Transit’s bus fleet. Submitted prices are to include all charges for manufacture, materials, supplies, shipping/handling, unloading, insurance, and equipment necessary to supply the commodity as listed within this Invitation for Bid.

Prospective bidders must satisfy themselves by personal examination of the delivery location and the proposed delivery schedule as to the correctness of any items requested in this IFB. Bidder shall not, after submission of bid, dispute or complain of such cost estimate, nor assert that there was any misunderstanding in regard to the nature or amount of work required to complete delivery and unloading of items.

The City reserves the right to reject any and all bids for any or all items covered in the Invitation to Bid, to waive informalities or defects in bids or to accept any bid as it shall deem to be in the best interest of the City. All awards shall be contingent upon appropriation of the necessary funds and only after the receipt of a Purchase Order.

All bids are subject to the conditions shown herein and must be enclosed in an envelope clearly marked with the above referenced project number and name. For information about bid procedures or technical questions regarding this request interested parties may contact the Purchasing Department at [bidinfo@pueblo.us](mailto:bidinfo@pueblo.us).

No provision is made in this document for preferences or set-asides for minority-owned, woman-owned, veteran-owned or small businesses. It is, however, the policy of the City to make a special effort to encourage minority- owned, women-owned, veteran-owned and small businesses to participate in the bidding process.

**Disclaimer:** The City of Pueblo (City) provides all formal solicitations for interested parties to download free of charge via the Rocky Mountain E-Purchasing System (RMEPS) at [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado) and on the City’s website, [www.pueblo.us/purchasing](http://www.pueblo.us/purchasing). Contractors can also choose to register with RMEPS to receive email notifications for a nominal annual fee. Additionally, interested parties may visit the Purchasing Department during normal working hours and request hardcopies of any current solicitation at the same cost allowed for CORA requests. **If the Proposer cannot verify that the IFB documents were obtained from either of these two websites or our office, we cannot guarantee the validity of the document and their proposal may be rejected.**

**SECTION 1.**

**QUOTATION RECORD & REQUIRED FORMS**

Prices quoted below shall be a **fixed price** including any fees for manufacture, maintenance, supplies, labor-equipment, tools, materials, shipping, delivery, handling, unloading, and insurance.

Item	Description	Unit Price	
1	New Radial Tire – 315 80R 22.5		
2	New Radial Tire – 285 70R 19.5		
3	Re-tread Tire – 315 80R 22.5		
4	Re-tread Tire – 285 70R 19.5		
List any volume discount programs:			
Have you completed this form, the References Form (pages 3-4), and the Specification Exceptions Form (page 5)?		Yes	No
Have you included specifications, descriptive literature, and warranties <b>for proposed equals</b> ?		Yes	No
Have you included the signed FTA forms for Debarment/Suspension and Lobbying (pages 23 -24)?		Yes	No
<b>Please confirm how your document was obtained:</b>			
Downloaded from RMEPS ___ City Purchasing Website ___ Email from Purchasing Department ___			
Please indicate if your company meets any of the following categories: ___ Minority-Owned Business ___ Woman-Owned Business ___ Small Business ___ Veteran-Owned Business			
Received addenda numbers _____, _____, _____ (if issued).			

**SIGNATURE**

The undersigned, having carefully read and considered these bid documents, does hereby offer to provide such products or services on behalf of the City, in the manner described or implied and subject to the terms and conditions set forth in the attached bid. Products or services will be provided at the rates set forth in said bid.

The undersigned further states that this bid is made in good faith and is not founded on, or in consequence of, a collusion, agreement, or understanding between himself or herself or any other interested party.

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

Title \_\_\_\_\_ Date \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_ Cell Phone \_\_\_\_\_ Alt Phone \_\_\_\_\_

**BIDDER REFERENCES**

Provide a minimum of 3 references for work on similar projects in scope and size.

1    Company Name \_\_\_\_\_

      Company Address \_\_\_\_\_

      Company City, State \_\_\_\_\_

      Company Contact  
      Person Name \_\_\_\_\_

      Contact Person Phone \_\_\_\_\_

      Contact Person Email \_\_\_\_\_

      Date(s) of Agreement \_\_\_\_\_

      Describe Service  
      Provided \_\_\_\_\_

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2    Company Name \_\_\_\_\_

      Company Address \_\_\_\_\_

      Company City, State \_\_\_\_\_

      Company Contact  
      Person Name \_\_\_\_\_

      Contact Person Phone \_\_\_\_\_

      Contact Person Email \_\_\_\_\_

      Date(s) of Agreement \_\_\_\_\_

      Describe Service  
      Provided \_\_\_\_\_

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3 Company Name \_\_\_\_\_  
Company Address \_\_\_\_\_  
Company City, State \_\_\_\_\_  
Company Contact  
Person Name \_\_\_\_\_  
Contact Person Phone \_\_\_\_\_  
Contact Person Email \_\_\_\_\_  
Date(s) of Agreement \_\_\_\_\_  
Describe Service  
Provided \_\_\_\_\_  
\_\_\_\_\_

If you would like to include any additional information or additional references, please attach a separate page.

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

Printed Name and Title: \_\_\_\_\_

*Continue to next page.*



**SECTION 2. MINIMUM SPECIFICATIONS**

2.1 This specification is intended to define the minimum requirements of new and retread tires for Pueblo Transit’s bus fleet. Submitted prices are to include all charges for materials, supplies, shipping/handling, unloading, insurance, and equipment necessary to supply the commodity as listed within this Invitation for Bid. Award determination may be considered for various vendors due to availability, pricing, delivery, etc. as best meets the needs of Pueblo Transit.

2.2 This project may be funded in whole or in part by the Federal Transit Administration. Contractor must adhere to all Federal Transit Administration (FTA) Contract Clauses attached as Appendix B.

2.3 Workmanship and material to be first quality throughout. In the absence of comment on particular points, industry standard practice should be presumed to prevail. Any exceptions to specifications must be clearly spelled out at time of bid on the Specifications Exceptions Form. Bidder will be required to furnish a totally compliant product; taking a blanket exception shall not be acceptable.

2.4 All standard factory equipment shall be included; no deletions of standard/factory equipment will be permitted unless specifically superseded in these specifications. Accessories not specifically mentioned herein, but necessary to furnish a complete unit ready for use, shall also be included.

2.5 Bids submitted for consideration as approved “equal to or better than” the brand specified must submit technical literature, product specifications, detailed brochures, and warranty information. City will review all information to evaluate the product offered and determine if it will best meet the needs of the City.

2.5 Annual mileage and current fleet of buses:

Annual Mileage			
Tire Size	Quantity of Buses	Average Miles in 2016	Average Miles per Tire
315 80R 22.5	14	535,000	25,500
285 70R 19.5	3	85,000	20,500

Pueblo Transit Buses				
Quantity	Year	Make	Model	Tire Size
6	2010	GILLIG	Low Floor	315 80R 22.5
2	2010	GILLIG	Low Floor 40ft	315 80R 22.5
2	2001	GILLIG	PHANTOM	315 80R 22.5
1	2007	NABI	OPTIMA	285 70R 19.5
2	2009	NABI	OPUS	285 70R 19.5
2	2002	RTS	NOVA	315 80R 22.5
2	2006	TMC	MILLENNIUM	315 80R 22.5

*Continue to next page.*

2.6 Minimum Specifications:

New Tires General	Only new radial tires will be furnished and will be capable of being re-grooved.						
	Anticipate ordering four (4) 315 80R 22.5, two (2) 285 80R 24.5, and four (4) 285 70R 19.5 to maintain stock at Pueblo Transit. Additional orders will be placed on an as needed basis.						
Re-tread Tires General	Use of re-grooved tires is limited to the rear axle of transit buses.						
	Anticipate ordering eight (8) 315 80R 22.5, four (4) 285 80R 24.5, and six (6) 285 70R 19.5 to maintain stock at Pueblo Transit. Additional orders will be placed on an as needed basis.						
Standard Specifications	Must be Goodyear, Michelin, Bridgestone, Firestone or approved equal Steel construction Tubeless 16 ply Load range H 55 mph rating						
Identification	All tires will be branded with their own group or unique identification number prior to delivery.						
Tread Depth	Contractor shall follow D.O.T regulations for all tires including pull points (removal depths). Tires shall have new tread depth of the following minimums: <table border="0"> <tr> <td><u>Tire Size</u></td> <td><u>Original Tread</u></td> </tr> <tr> <td>315 80R 22.5</td> <td>23/32</td> </tr> <tr> <td>285 70R 19.5</td> <td>18/32</td> </tr> </table>	<u>Tire Size</u>	<u>Original Tread</u>	315 80R 22.5	23/32	285 70R 19.5	18/32
<u>Tire Size</u>	<u>Original Tread</u>						
315 80R 22.5	23/32						
285 70R 19.5	18/32						
Accessories	Contractor shall supply valve stems, caps, cores, heat discs, and patch materials.						
Testing	Pueblo Transit reserves the right to test all tires.						
Safety Certification	Tires furnished shall meet all Federal and State Laws and Regulations. The Bidder shall furnish written certification that the tires furnished under contract comply with all Federal, State and Local laws and regulations.						
Warranty	No advantages shall be taken by the Contractor or his sub-contractor in the omission of any part or detail, which goes to make the tires complete and ready for service.						
	Contractor shall assume responsibility for all material, appurtenances, and warranty used in the furnishing of tires, whether the same are manufactured by the Contractor or purchased, ready made from a source outside the Contractor's company. Contractor agrees that tires furnished shall be covered by the most favorable warranties the Contractor gives to any customer for such ties, and that the rights and remedies provided herein are in addition to and do not limit any rights or warranties afforded to Pueblo Transit and the City.						

2.7 Service Specifications:

2.7.1 Contractor will obtain and keep current, at Contractor's expense, all governmental permits, certificates, and licenses (including but not limited to professional licenses, if applicable) necessary for Contractor to perform the services. Contractor shall comply with all City, County, and Health Department codes.

2.7.2 All costs related to scrap tires or core cost shall be the responsibility of the Contractor.

2.7.3 All tires furnished for use by Pueblo Transit shall be delivered to Pueblo Transit, 350 S. Alan Hamel Avenue, Pueblo, Colorado, 81003, Monday through Friday, 8:00 AM to 5:00 PM. Contractor will be responsible for loading and removing tires from Pueblo Transit. (When possible, Pueblo Transit may assist with loading and unloading tire deliveries; however, Contractor shall be responsible for the accuracy of the tires delivered and ordered.)

### SECTION 3.

### GENERAL INSTRUCTIONS, TERMS AND CONDITIONS

**IMPORTANT: Read carefully before submitting bids. Failure to do so shall not release the bidder from the responsibility to perform or deliver as specified.**

#### 3.1 APPLICABILITY

Except as otherwise specifically provided in this bid, these General Instructions, Terms and Conditions shall govern the procurement of the items specified in this bid. In the event of a conflict between these General Instructions, Terms and Conditions, Supplemental Conditions or the specifications of this bid, the order of application shall be the Specifications, Supplemental Conditions and the General Instructions, Terms and Conditions, and FTA Contract Clauses.

#### 3.2 DEFINITIONS

As used in this bid, the following definitions apply.

3.2.1 **"Bid/Project No."** means all documents, including those attached or incorporated by reference, issued by the Purchasing Department for soliciting offers to provide goods and/or services to the City.

3.2.2 **"Bidder"** means a business that submits a response to a competitive solicitation.

3.2.3 **"City"** means the City of Pueblo, Colorado.

3.2.4 **"Contract"** means any written agreement for the procurement of goods and/or services. A Purchase Order issued as a result of the award of this IFB constitutes a contract. By signing the signature page of the Quotation Record bidder acknowledges that all terms, conditions, and specifications of this bid will apply.

3.2.5 **"Vendor/Supplier"** means a bidder who may be or has been awarded a contract.

3.2.6 **"Project Manager"** means the City Department's authorized representative assigned to coordinate the contract (purchase order) and all related items for this project.

3.2.7 **"Purchase Order"** means a document issued by the Purchasing Department directing the vendor/supplier to deliver goods and/or services. The Purchase Order constitutes a contract between the City and vendor/supplier and shall contain all terms, conditions, and specifications from this IFB by reference.

3.2.8 **"Purchasing Agent"** means the person charged with the responsibility of directing the Purchasing Department. (Used interchangeably with Purchasing Director.)

3.2.9 **"Responsible Bidder"** means a business which has the capability in all respects to perform fully the contract requirements set out in the competitive solicitation, and the integrity and reliability which will assure good faith performance, and who has not violated or attempted to violate any provision of law or ethical conduct. Factors which may be considered in determining the bidder's capability to perform are, among others, its financial resources, production or service facilities, service reputation and experience. Material failure to perform on one or more previous City contracts or purchase orders is also reason to consider a vendor non-responsible.

3.2.10 **"Responsive Bid"** means a written offer to furnish goods in conformity with standards, specifications, terms, conditions, and all other requirements established in a competitive solicitation.

3.2.11 **"Successful Bidder"** means the lowest Responsible and Responsive Bidder to whom the City, on the basis of its evaluation, makes an award. A Successful Bidder does not become an awarded vendor/supplier until a purchase order is signed and released by the City's Purchasing Agent.

### 3.3 PREPARATION OF BID

3.3.1 Submission: All Bids must be submitted on the Quotation Record form enclosed. Failure to do so may disqualify your offer. It is the responsibility of the bidder to submit sufficient additional information to allow for a thorough evaluation of the bid submitted.

3.3.2 Preparation Method: Bids shall be typed or written in ink on the form prepared by the City and be legible. Officials of corporations shall designate their official title; partners or sole owners shall so state, giving the names of all interested parties. The person signing the bid must initial all corrections or erasures. Each bid must be signed on the appropriate pages by an individual authorized to bind the company submitting the bid. Bidder must initial at the bottom of the Quotation Record if indicated.

3.3.3 Unit Prices: The unit price for each item offered shall be shown unless otherwise specified. In the case of a discrepancy between the unit price and the extended price, the unit price will prevail in determining the price used for evaluation. Unit prices offered should be for the units specified.

3.3.4 References: The City of Pueblo may request a list of at least three references from other companies for which the bidder has provided same or similar goods and/or services. Contractor's history, personnel, references, quote, and any other information that becomes available to the City may be utilized as determining factors toward award.

The City reserves the right to investigate the references and the past performance of any bidder with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. The City may postpone the award or execution of the contract after the announcement of the apparent successful Bidder in order to complete its investigation. The City reserves the right to reject any bid response or to reject all bid responses at any time prior to the City's execution of contract, upon good cause and upon the City's finding that it is in the City's best interest.

3.3.5 Delivery Time/Scheduled Service Time: Delivery time stated in the specifications shall apply. Deviations by the bidder must be stated on the Specification Exception Form, Appendix A. Time, if stated in number of days, will be consecutive calendar days.

3.3.6 Payment Terms: Terms of less than thirty (30) days will not be considered. The discount term shall not begin until the goods and/or services have been delivered and accepted and the correct invoice received in the City's Accounts Payable Office.

3.3.7 Freight Policy: Freight will be F.O.B. Destination, Freight Prepaid, unless otherwise specified in this Bid.

3.3.8 Taxes: The City is exempt from Federal, State and Local taxes; however, the successful bidder is subject to such taxes on materials used in performing this contract and may not be exempt from such taxes.

3.3.9 New Material, Etc.: All materials, supplies, equipment, and vehicles specified in this Bid shall be new, the latest in production and manufactured within the last twelve (12) months (computed from the date and time of offer opening) unless otherwise indicated. This does not apply to materials, supplies, equipment, or vehicles used by the Contractor to provide the required items of tangible personal property, services, or construction.

3.3.10 Warranty: Materials furnished by the successful bidder shall be accompanied by the manufacturer's written warranty against defects in quality, craftsmanship, and materials. The bidder agrees that the items of tangible personal property, services or construction furnished under any contract resulting from this bid shall be covered by the most favorable commercial warranties the bidder gives to any customer for such items. Further, the bidder agrees that the rights and remedies provided in such warranties extend to the City and are

in addition to and do not limit any rights afforded to the City by any other clause of this bid. The bidder agrees not to disclaim warranties of fitness for a particular purpose of merchantability. Warranties shall become effective at the time of acceptance.

3.3.11 Equivalent Bids: Where a product is characteristic of a sole manufacturer, or where a brand name is indicated in the specifications, it shall be defined to mean "minimum acceptable level" or "minimum quality required" by the City unless the specifications state that no substitutions or approved equivalents will be allowed. If the bidder offers an item other than the one specified, which the bidder considers comparable, the manufacturer's name and model number of that item must be specified in the bid and sufficient performance specification and descriptive data provided to permit a thorough evaluation. Failure to provide the appropriate information may result in disqualification of the bid.

3.3.12 Exception to Specifications: Bidders are to state any exceptions taken to this Bid on the Specifications Exception Form. If no exceptions are stated, the bidder is required to furnish the items exactly as specified and to comply with all other requirements of this bid.

3.3.13 Patent Indemnity: If any item furnished pursuant to any contract resulting from this bid shall be covered by any patent, copyright, or application for patent or copyright, the bidder shall defend, indemnify and save harmless the City from any and all loss, cost or expense or any and all claims suits, or judgments as a result of the use of such item in violation of rights under such patent, copyright, or application for patent or copyright.

3.3.14 Confidentiality: Each bid shall be open to public inspection, except to the extent the bidder designates trade secrets, or other proprietary data to be confidential. Material so designated shall accompany the bid and each page shall be clearly marked and readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. The City shall endeavor to restrict distribution of the material designated as confidential to only those individuals involved in the review and analysis of the bids. Bidders are cautioned that materials designated confidential may nevertheless be subject to disclosure to any citizen under the Colorado Open Records Act (CORA), 24-72-201 to 24-72-309, C.R.S. All Proposals, including attachments, supplementary materials, addenda, etc. shall become the property of the City and will not be returned to the proposer. **Proposals that are copyrighted or marked "CONFIDENTIAL" in their entirety will be rejected and not receive consideration for award.**

### 3.4 ETHICAL CONDUCT

By submitting its bid in response to this invitation, the bidder certifies that:

3.4.1 It has not offered, given, or agreed to give to any City employee or former employee, a gratuity or offer of employment to influence the preparation of or recommendation of award of this bid.

3.4.2 It has not retained a person or solicited or secured a City Contract for a contingent fee.

3.4.3 It has not taken any action in restraint of free competitive bidding in connection with this bid.

3.4.4 It has not in any way violated the ethical conduct or other provisions of the City's Ordinances or Codes.

3.4.5 It currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its performance of any contract resulting from this bid.

### 3.5 REQUESTS FOR EXPLANATIONS BY BIDDERS

3.5.1 Requests for Explanation: Any explanation desired by the bidder regarding the meaning or interpretation of specifications or any part of this bid must be requested in writing and received in the Purchasing Department not less than seven (7) days before the bid opening date.

3.5.2 Response to Bids: Oral explanations or instructions given prior to the opening of the offer shall not be binding. The Purchasing Department must issue any official explanations in writing.

### 3.6 ADDENDA

3.6.1 Changes or amendments to specifications, conditions or provisions herein may be initiated ONLY through the Purchasing Department in the form of a written addendum.

3.6.2 Any addenda issued shall become a part of this bid. Addenda must either be signed and returned with the bid or acknowledged by letter which must arrive prior to the bid opening. Failure to do so may result in disqualification of the bid.

3.6.3 Any changes or revisions to our published procurement solicitations will be through written addenda posted on the Purchasing Department's website and via the Rocky Mountain E-Purchasing System. It is the sole responsibility of the bidder to check the Purchasing Department's website (www.pueblo.us/purchasing) for any addenda that may be available.

### 3.7 CLARIFICATION OF BIDS

The City may, during the evaluation of bids, request clarification regarding bids, obtain additional material or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted.

### 3.8 SUBMISSION OF BID

3.8.1 Time: Bids received after the time and date indicated on the IFB will not be accepted, and an email notice will be provided.

3.8.2 Delivery: Bids may be mailed, hand delivered, or submitted electronically. The City shall not be responsible for bids that are mailed and not received in the Purchasing Department by the opening date and time specified in the solicitation.

3.8.3 If submitted by mail or in person, the envelope/package containing a bid must be sealed and the following identifying information legibly written or typed on the outside:

- Name of Bidder
- Bid Number assigned by the City to the Invitation for Bids
- Opening date and time as identified on the bid or subsequent addenda

### 3.9 NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

In accordance with §1.8 of the Pueblo Municipal Code (entire Code included by reference), all contractors shall meet and comply with the following provisions which shall be contained in all municipal contracts:

3.9.1 It is the policy of the City to provide equal opportunity in employment without regard to race, color, religion, sex, sexual orientation, ancestry, disability, age, or national origin. It is hereby deemed and declared to be for the public welfare and in the best interests of the City to require bidders and contractors furnishing and providing work, services, supplies and materials to the City under municipal contracts not to discriminate in the hiring and promoting of employees in order to further equal employment opportunities for members of minority groups and women. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, ancestry, disability, age or national origin. (§1.8.3 of the PMC; Ord. No. 4479, 5-22-78; Ord. No. 8453 §2, 2-27-12)

3.9.2 **Federal requirements govern.** Whenever the provisions and requirements of this Chapter, or of the bidding specifications, conflict in any way or to any degree with the nondiscrimination and equal employment opportunity requirements of the United States and any such contract under consideration is funded in whole or in part by the United States or is otherwise subject to requirements having the force of law of the United States, such requirements of the United States shall govern and control. (Ord. No. 4479, 5-22-78)

### 3.10 WITHDRAWAL OF BIDS

A bid may be withdrawn in person at any time BEFORE the scheduled opening of bids, provided a receipt for the withdrawn bids is signed by the bidder or the bidder's authorized representative. The City reserves the right to request proof of authorization to withdraw a bid.

### 3.11 OPENING OF BIDS

Bids will be opened by the Purchasing Department at the time and place identified in this IFB.

### 3.12 DISQUALIFICATION OF BID

The City reserves the right to reject a bid for, including but not limited to, any one or more of the following circumstances:

3.12.1 The bidder has failed to comply with previous contractual commitments or bids to the City.

3.12.2 In the opinion of the City the bidder is not capable of providing the offered goods and/or services as offered or required by the bid or is otherwise not a responsible bidder.

3.12.3 The bidder has not provided sufficient or detailed information, which allows for the evaluation of the bid.

3.12.4 In the opinion of the City the offered prices are higher than the prices for which the specified items or services can be purchased on the open market.

3.12.5 The bidder failed to properly fill in any space on the Quotation Record form and attached documents where information or a signature is required.

3.12.6 The bidder failed to submit bid bonds with their bid (if required) other material requirements of the Bid or has otherwise submitted a non-responsive bid.

3.12.7 There are unauthorized additions, conditions, alternate proposals, or other irregularities of any kind, which might make the bid incomplete, indefinite or ambiguous in meaning.

3.12.8 Submitted bid was not written in ink or electronically printed, or there is any erasure or alteration of words or figures relating to pricing which is not initialed in ink by the bidder.

3.12.9 The City determines that a bid contains any misrepresentations whatsoever.

### 3.13 REJECTION/CANCELLATION OF BIDS

Any solicitation, prior to opening or after opening, may be canceled or any or all bids may be rejected in whole or in part when it is in the best interest of the City. No Proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Bidders will be required to submit satisfactory evidence that they have the necessary financial resources and experience to perform and complete the work outlined in this IFB.

### 3.14 SUSPENSION/DEBARMENT

Bidder acknowledges that as of the solicitation submittal date, neither the Contractor, nor its subcontractor(s), is (a) debarred, suspended, or subject to any proceeding for debarment or suspension with a final determination still pending; declared ineligible or voluntarily excluded (as such terms are defined in any of the Debarment Regulations) from participating in procurement or non-procurement transactions with any Federal, State, or City government department or agency pursuant to any of the Debarment Regulations, or (b) indicted, convicted or had a Judgment rendered against the Contractor, or its subcontractor(s) for any of the offenses listed in any of the Federal, State, or City's Debarment Regulations and no event has occurred and no condition exists that is likely to result in the debarment or suspension of the Contractor, or its subcontractor(s), from contracting with the City of Pueblo, Federal or State government, or any agency or instrumentality thereof.

### 3.15 MINOR OR TECHNICAL IRREGULARITIES

Minor or technical irregularities in a bid may be waived provided there is no effect on price, quality, or quantity; clerical errors in a bid may be corrected, if permitted by the Purchasing Agent and are in the best interest of the City.

### 3.16 NONCONFORMING/CONDITIONAL OR COUNTER BIDS

A bid which is nonconforming or conditional or where the bidder has added unauthorized stipulations, whether in part or in whole will be rejected.

### 3.17 BID ANALYSIS

The City reserves the right to analyze, examine and interpret any bid for a minimum period of ninety (90) consecutive calendar days after the scheduled opening date. Bids may not be rescinded during this period except for good cause and with the written approval of the Purchasing Agent. In those situations, where the analysis/evaluation exceeds the ninety (90) consecutive calendar days, bidders may withdraw their bids from consideration.

### 3.18 AWARD OF PROJECT

3.18.1 When Award Occurs: The award of a contract occurs when a Purchase Order is issued or other written evidence of final acceptance by the City is provided to the bidder. A Recommendation of Award does not constitute award of contract.

3.18.2 Basis of Award: If a contract is awarded, it shall be awarded to the most responsive and responsible bidder whose bid is the most advantageous to the City. The City reserves the right to award a contract based on this Bid in total, by group of items, on the basis of individual items, or any combination of these, which in the judgment of the Purchasing Agent, best serves the interests of the City, unless otherwise stated in this bid.

3.18.3 Increase of Quantities: The City reserves the right to increase the quantities of items of tangible personal property, services, or construction to be provided within a twelve (12) month period (unless a longer term of contract is specifically indicated within the bid), under the terms of the Contract, at the same prices, with the consent of the Contractor.

3.18.4 Decrease of Quantities: The City reserves the right to decrease the quantities of items of tangible personal property and/or services to be provided under the terms of the Contract. However, the Contractor shall be offered an opportunity to cancel the portion of the Contract affected by such a decrease if the Contractor is not able to meet the contracted prices by delivering the decreased amount. This clause shall not have effect if the Contract was originally awarded based on estimated quantities.

3.18.5 Contract Changes: In no case shall a contract be changed without the prior written approval of the Purchasing Agent and/or City's legal counsel.

### 3.19 PERA

The Vendor/Supplier shall reimburse the City for the full amount of any employee contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. Awarded Vendor/Supplier will be required to submit a completed Colorado PERA Questionnaire form. This form is available to view at <https://www.pueblo.us/DocumentCenter/View/19915/PERA-Form> and is included by reference in this document.

### 3.20 LICENSING REQUIREMENTS

Per City of Pueblo Municipal Ordinance Sections 9-1-2 and 14-4-21, any and all businesses that operate within the City are mandated to be licensed. For questions regarding licensing requirements or to obtain a licensing application please contact the Sales Tax Division at (719) 553-2659. Sales Tax Letter is attached as Appendix A.

Contractors must be registered on SAM.gov to be considered for award and must submit proof of registration and good standing at time of award. **Note: This is a free registration.** Please visit <https://www.sam.gov> or contact the Purchasing Department at [purchasing@pueblo.us](mailto:purchasing@pueblo.us) with any questions about the registration.

### 3.21 TERMS

An initial agreement with the awarded bidder is anticipated to begin July 1, 2022, and, unless sooner terminated, will terminate on June 31, 2023. The project may be renewed in four (4) successive one-year periods by a separate written amendment signed by both parties. Note: If City/Pueblo Transit determine a three (3) year term with two (2) one-year renewals may be beneficial to all parties, the term may be revised to such in the written letter of award.

**All prices quoted shall be honored for one (1) year.** Requests for annual increases in prices may not exceed 1) three percent (3%) or, 2) the prior year's United States Bureau of Labor Statistics Consumer Price Index (CPI), whichever of the two options is lower. Price increases greater than this amount will not be considered unless there is an industry-wide price increase, which must be substantiated by a letter from the supplier or manufacturer.

### 3.22 CONTACT PERSONS

Vendor/Supplier shall designate one or more person(s) responsible for the project under this contract. The names, addresses, and telephone numbers of such person(s) shall be provided to the City and shall be kept current at all times.

### 3.23 DELIVERY, ACCEPTANCE AND GUARANTEE

3.23.1 No bidder, including the bidder to whom an award is made shall deliver any item of tangible personal property, commence services or construction prior to the issuance of a Purchase Order issued by the City Purchasing Department, unless a specific Notice to Proceed has been issued by the City.

3.23.2 Cancellation for Non-Delivery/Non-Compliance: The City reserves the right to cancel any services not approved by a guaranteed date stipulated in this bid or any contract resulting from this invitation without liability on the City's part.

3.23.3 Acceptance: Acceptance by the City of any delivery/service shall not relieve the Vendor/Supplier of any guarantee or warranty, expressed or implied. Such acceptance of delivery shall not be considered an acceptance of services or materials not in accordance with the specifications. Such acceptance of delivery shall not waive the City's right to require replacement of defective material or inadequate service.

### 3.24 INSPECTIONS

3.24.1 Prior to Acceptance of Delivery/Service: All items of tangible personal property and/or services shall be provided exactly as offered and may be inspected prior to acceptance of delivery by the City.

3.24.2 Inferior Materials, Etc.: All items of tangible personal property, services or construction found inferior to the quality specified in this bid, deficient or incorrect in weight, measurement, workmanship, handicraft or otherwise, may be rejected as a whole or in part and then shall be removed by the Vendor/Supplier at the Vendor/Supplier's own risk and expense promptly after notice of rejection. The Vendor/Supplier shall assume responsibility for taking the necessary action to correct or replace the rejected items, within the time frame specified in the notice of rejection.

### 3.25 INVOICE AND PAYMENTS

The Vendor/Supplier shall submit an accurate invoice for each purchase. Invoices shall refer to the City's Purchase Order Number and shall be itemized unless otherwise specified in this bid. Invoices are to be emailed directly to Pueblo Transit; email address will be provided at time of award; invoices mailed or provided to any other entity will result in a delay in making payment. Vendor/Supplier is encouraged to inquire if payments due are not received within thirty (30) days after delivery of goods/services and submittal of invoice by contacting the City's Finance Department, Accounts Payable at 719-553-2648.

### 3.26 DEFAULT/TERMINATION FOR CAUSE

3.26.1 If, through any cause, the Vendor/Supplier fails to fulfill the Contractor's obligations under any contract resulting from this Bid in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of such contract, the City shall notify the Vendor/Supplier of such violations in writing and allow the Contractor a reasonable time, set out in the notice, to correct the default.

If the default is not corrected within the specified time period the City shall have the right to cancel the contract and any or all other current contracts with the Contractor, and, if applicable, to purchase the required goods and/or services from another source or sources. The City shall provide written notice to the Contractor specifying the effective date of cancellation. The notice of cancellation may be contained in the notice of default.

3.26.2 If a contract resulting from this bid is canceled, the Contractor shall not be relieved of liability for damages caused by its breach of the contract. The City reserves the right to recover such damages, including, but not limited to, any excess cost incurred in having to purchase contract goods/services from other sources by a deduction from an unpaid balance due to the Contractor, collection against a performance or labor and materials payment bond (if required), a combination of these remedies, or any other legal method available. In addition, the Contractor may be removed from the Purchasing Department Vendor List or determined to be ineligible to respond to future solicitations, as being not responsible.

### 3.27 TERMINATION FOR THE CONVENIENCE OF THE CITY

The City may terminate any contract resulting from this bid, at any time, by providing the Contractor with a thirty (30) day written notice of such termination. In such event, the Contractor shall be paid under the terms of the contract for all goods/services provided to and accepted by the City, if ordered or accepted by the City prior to the effective date of termination.

### 3.28 TERMINATION FOR LACK OF APPROPRIATIONS

Funding for the Contract resulting from this bid must be appropriated by the City Council for the City's current fiscal year. Notwithstanding any other provisions in the contract resulting from this Bid, continuation of the contract beyond the end of any fiscal year is contingent upon City Council appropriating necessary funds. If sufficient appropriations are not made, the contract may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such termination shall not constitute a default. All payment obligations of the City and all of its interest in the Contract will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Vendor/Supplier and shall be final.

### 3.29 FTA REGULATORY COMPLIANCE CLAUSES

Financing of this project in whole or in part will come from the United States Department of Transportation Federal Transit Administration. Accordingly, federal requirements apply to this project and are included as Appendix B. Any Purchase Order issued as a result of the award of this IFB and the Bidder awarded such contract shall be subject and such Purchase Order shall incorporate all applicable terms and conditions of Appendix B

### 3.30 COOPERATIVE PROCUREMENT AGREEMENT

The City promotes intergovernmental cooperation of purchases. Any state or local governmental agency reserves the option to purchase any and all items from this bid that are deemed to be in the best interest of the agency if allowed by the Vendor/Supplier. Other cooperative agencies only have an option to participate off this bid and will be responsible for providing their own requirements. The City does not in any way guarantee the bidder any quantities other than those contracted for by the City in the form of the Purchase Order resulting from this solicitation.

*Continue to next page.*

**Charles B. Hernandez**  
*Director of Finance*



One City Hall Place  
Pueblo, CO 81003

**Valerie A. Palumbo**  
*Tax Audit Manager*

## Sales Tax Division

(719) 553-2659 – Phone  
(719) 553-2657- Fax  
[salestax@pueblo.us](mailto:salestax@pueblo.us)

January 14, 2020

Dear Applicant:

Per the City of Pueblo Municipal Ordinance any/all businesses that operate within the City of Pueblo are mandated to be licensed.

Please see the following ordinance(s):

### **Sec. 14-4-21.- Definitions**

When not clearly otherwise indicated by the context. The following words and phrases, as used in this Chapter, shall have the following meanings:

(9) Engaged in business in the City means performing or providing taxable services in the City or selling, leasing, renting, delivering or installing tangible personal property for storage, use or consumption within the City. Such terms includes, but is not limited to, any one of the following activities by a person:

- a. Maintaining a building, store, office, salesroom, warehouse or other place of business within the City either directly. Indirectly or through a subsidiary;
- b. Sending one (1) or more employees, agents or commissioned salespersons into the City to solicit or to demonstrate, install, assemble, repair, service or assist in the use of its products, or for other business reasons;
- c. Maintaining one (1) or more employees, agents or commissioned salespersons on duty at a location within the taxing jurisdiction;
- d. Owning, leasing, renting or otherwise exercising control over real or personal property within the City;
- e. Making more than one (1) delivery into the City within any twelve-month period.

### **Sec. 9-1-2. – Application**

(a) Compliance Required. It shall be unlawful for any person, either directly or indirectly, to conduct any business or nonprofit enterprise, or to use in connection therewith any vehicle, premises, machine or device, in whole or in part, for which a license, or permit is required by this Code or any law or ordinance of this City, without a license or permit therefore being first procured and kept in effect at all such times as required by this Code or other law or ordinance of the City.

If you have any questions or would like to obtain the licensing application(s) please contact the Sales Tax Division at 719.553-2659.

A handwritten signature in blue ink that reads "Valerie A. Palumbo".

Valerie A. Palumbo

Tax Audit Manager

CITY OF PUEBLO

## FEDERAL TRANSIT ADMINISTRATION (FTA) CONTRACT CLAUSES

Updated June 2022 – City of Pueblo Purchasing Department

**1. Applicability***Applicable to all projects.*

All contract clauses included in this Appendix B shall be applicable to City of Pueblo (City) bids (whether informal or formal), projects, contracts, agreements, etc. that are funded in whole or in part with FTA funds. Additionally, all Contractors for City shall include this Appendix as an attachment to all subcontracts for subcontractors and subconsultants to be hired by the Contractor for the bid, project, contract, and/or agreement.

**2. Access to Records and Reports***Applicable to all projects.*

- a. **Record Retention.** The Contractor will retain complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other subconsultant agreements of any type, and supporting materials related to those records.
- b. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

**3. Civil Rights and Equal Opportunity***Applicable to all projects.*

The Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract and subconsultant agreement entered into as part thereof.

- a. **Nondiscrimination.** In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

- c. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, 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.
- d. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

#### **4. Employee Protections**

*Applicable to all projects.*

- a. **Contract Work Hours and Safety Standards for Awards Not Involving Construction.** For all projects, the Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

#### **5. Energy Conservation**

*Applicable to all projects.*

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### **6. Debarment, Suspension, Ineligibility and Voluntary Exclusion**

*Only applicable to contracts in excess of \$25,000.*

Form: Contractor shall complete Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification form attached to this Appendix.

#### **7. Lobbying Restrictions**

*Only applicable for contracts over \$100,000.*

Form: Contractor shall complete Lobbying Restrictions Certification form attached to this Appendix.

## **8. No Federal Government Obligation to Third Parties**

*Applicable to all projects.*

The Contractor acknowledges and agrees 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 Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **9. Program Fraud and False or Fraudulent Statements or Related Acts**

*Applicable to all projects.*

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 this 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 causes to be made, pertaining to the underlying contract or 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.

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 FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

## **10. Recycled Products/Recovered Materials**

*Only applicable if item exceeds \$10,000 (or total of all purchases previous year exceed \$10,000).*

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

## **11. Safe Operation of Motor Vehicles**

*Applicable to all projects.*

- a. **Seat Belt Use.** The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased by the Contractor.
- b. **Distracted Driving.** The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

**12. Disadvantaged Business Enterprise**

*Applicable for this project.*

The Contractor or subcontractor 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 C.F.R. part 26 in the award and administration of DOT-assisted contracts. 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 other remedy as the City deems appropriate.

**13. Sensitive Security Information**

*Applicable to all projects.*

Each Contractor, subconsultant, and subcontractor must take every effort to protect “sensitive security information” made available during the administration of a contract or subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, “Protection of Sensitive Security Information,” 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, “Protection of Sensitive Security Information,” 49 CFR Part 1520.

**14. Texting While Driving**

*Applicable to all projects.*

Consistent with Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, FTA encourages Contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies that to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in each third party subcontract involving the project.

**15. Federal Tax Liability and Recent Felony Convictions, Transactions Prohibited.**

*Applicable to all projects.*

The Contractor agrees that Contractor, any subconsultants, and any subcontractors:

- a. Do not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- b. Has not been convicted of the felony criminal violation under any Federal law within the preceding 24 months.

**16. Compliance**

*Applicable to all projects.*

The FTA may take enforcement action if the Contractor violates an applicable federal law, regulation, or requirement, or does not follow an applicable federal guidance.

**17. No Federal Government Commitment of Liability to Contractors**

*Applicable to all projects.*

- a. The Federal Government does not and shall not have any commitment or liability related to the funding agreement, to any Contractor, subconsultant, subcontractor, or to any other person or entity; and
- b. Notwithstanding that the Federal Government may have concurred in or approved any solicitation or any agreement that may affect the funding agreement, the Federal Government does not and shall not have any commitment or liability to any Contractor, subconsultant, subcontractor, or other entity or person that is not a party to the funding agreement.

## 18. Environmental Protections

*Applicable to all projects.*

- a. **General.** The Contractor will comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.
- b. **National Environmental Policy Act.** An Award of federal assistance requires the full compliance with applicable environmental laws, regulations, and requirements. Accordingly, the Contractor agrees to:
  1. Comply and facilitate subcontractor compliance with federal laws, regulations, and requirements, including, but not limited to:
    - (i) Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139;
    - (ii) The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. § 4321, et seq., as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 CFR Part 1500 – 1508;
    - (iii) Joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622;
    - (iv) Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note (35 Fed. Reg. 4247); and
    - (v) Other federal environmental protection laws, regulations, and requirements applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.
  2. Follow the federal guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation:
    - (i) Joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decisionmaking in Environmental Reviews," January 14, 2013;
    - (ii) Joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576, November 15, 2006; and
    - (iii) Other federal environmental guidance applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.
- c. **Environmental Justice.** The Contractor agrees to promote environmental justice by following:
  1. Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, (59 Fed. Reg. 7629, 3 C.F.R. 1994 Comp., p. 859) as well as facilitating compliance with that Executive Order;
  2. U.S. DOT Order 5610.2(a), "Department of Transportation Updated Environmental Justice Order," 77 Fed. Reg. 27534, May 10, 2012; and
  3. The most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.
- d. **Other Environmental Federal Laws.** The Contractor agrees to comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order No. 11988, as amended, "Floodplain Management."

- e. **Use of Certain Public Lands.** The Contractor agrees to comply with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as “section 4(f)”), and joint FHWA and FTA regulations, “Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites,” 23 CFR Part 774, and referenced in 49 CFR Part 622.
- f. **Historic Preservation.** The Contractor agrees to:
  - 1. Comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as “section 4(f)”), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places.
  - 2. Encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108.
  - 3. Comply with the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501, et seq.
  - 4. Comply with U.S. Advisory Council on Historic Preservation regulations, “Protection of Historic Properties,” 36 CFR Part 800.
  - 5. Comply with federal requirements and follow federal guidance to avoid or mitigate adverse effects on historic properties.
- g. **Indian Sacred Sites.** The Contractor agrees to and will facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, “Indian Sacred Sites,” May 24, 1996, 42 U.S.C. § 3161 note (61 Fed. Reg. 26771).

**19. Alcohol Misuse and Prohibited Drug Use**

*Applicable to all projects.*

- a. **Requirements.** The Contractor agrees to comply with:
  - 1. Federal transit laws, specifically 49 U.S.C. § 5331;
  - 2. FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 CFR Part 655; and
  - 3. Applicable provisions of U.S. DOT regulations, “Procedures for Transportation Workplace Drug and Alcohol Testing Programs,” 49 CFR Part 40.
- b. **Remedies for Non-Compliance.** The Contractor agrees that if FTA determines that the Contractor, receiving federal assistance under 49 U.S.C. chapter 53, is not in compliance with 49 CFR Part 655, the Federal Transit Administrator may bar that Contractor from receiving all or a portion of the federal transit assistance for public transportation it would otherwise receive.

**20. Federal Changes**

*Applicable to all projects.*

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between Pueblo Transit and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

*Continue to next page for forms.*

**BIDDER'S CERTIFICATION FOR DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION**

*Only applicable to contracts in excess of \$25,000.*

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the US Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;
- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

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 Pueblo Transit. If it is later determined by the Pueblo Transit that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Pueblo Transit, 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 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

Company \_\_\_\_\_ Date \_\_\_\_\_

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

Name/Title \_\_\_\_\_

## LOBBYING RESTRICTIONS FORM

*Only applicable for contracts over \$100,000.*

The 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 influencing or attempting to influence 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.
- 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 subrecipients 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 section 1352, title 31, U.S. Code. 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.

Company \_\_\_\_\_ Date \_\_\_\_\_

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

Name/Title \_\_\_\_\_

## References

1. U.S. Department of Transportation, Federal Transit Administration, *Best Practices Procurement & Lessons Learned Manual*, FTA Report No. 0105, October 2016, <https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/procurement/8286/fta-best-practices-procurement-and-lessons-learned-manual-2016.pdf>
2. U.S. Department of Transportation, Federal Transit Administration, *Third Party Contracting Guidance*, Circular 4220.1F, Rev. 4, March 18, 2013, <https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Third%20Party%20Contracting%20Guidance%20%28Circular%204220.1F%29.pdf>
3. U.S. Department of Transportation, Federal Transit Administration, *Master Agreement*, FTA MA(29) February 7, 2022, <https://www.transit.dot.gov/sites/fta.dot.gov/files/2022-02/FTA-Master-Agreement-v29-2022-02-07.pdf>
4. U.S. Departments of Transportation and Homeland Security, Code of Federal Regulations Title 49 Transportation *Subtitle A*, Edition 10-1-09, <https://www.govinfo.gov/content/pkg/CFR-2009-title49-vol1/pdf/CFR-2009-title49-vol1-part18.pdf>
5. U.S. Department of Transportation, *49 CFR Part 26 Disadvantaged Business Enterprise Program*, February 8, 2022, <https://www.transportation.gov/osdbu/disadvantaged-business-enterprise/49-cfr-part-26-sample-disadvantaged-business>