

**FARGO-MOORHEAD  
METROPOLITAN COUNCIL OF GOVERNMENTS**

**REQUEST FOR PROPOSALS (RFP)**

**PROJECT NO.**

**2018-002**

*Metro COG Website and Development*

**November 17<sup>th</sup>, 2017**

**APPROVED:**



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Michael Maddox  
Metro COG Interim Executive Director

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***Metro COG Website Update and Development*****I GENERAL INFORMATION**

**Agency Overview.** The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) serves as the Council of Governments (COG) and Metropolitan Planning Organization (MPO) for the greater Fargo, North Dakota – Moorhead, Minnesota metropolitan area. As the designated MPO for the Fargo-Moorhead Metropolitan Area, Metro COG is responsible under federal law for maintaining a continuous, comprehensive, and coordinated transportation planning process.

Metro COG is responsible, in cooperation with the North Dakota and Minnesota Departments of Transportation (NDDOT and MnDOT, respectively) and our local planning partners, for carrying out the metropolitan transportation planning process and other planning issues of a regional nature. Metro COG represents eleven cities and two counties that comprise the Metro COG region in these efforts.

Metro COG is seeking requests for proposals from qualified Vendors for the following project:

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All applicants meeting the deadline for submittal will receive consideration. Applications are due by **4:00pm on Friday, December 29, 2017**. Selection criteria will follow a qualifications-based review process to analyze proposals from responding Vendors. The most qualified candidates may be invited to present an oral interview. Upon completion of technical ranking, oral interviews and possible discussion with candidate Vendors, Metro COG will enter into negotiations with the top ranked vendor.

This project will be funded, in part, with federal transportation funds. The North Dakota Department of Transportation will determine the eligibility of federal funds for the project. The proposed schedule for the project is identified in section V of this RFP.

Interested vendors can request a full copy of the RFP by telephoning 701.232.3242, or by e-mail: leach@fmmetrocog.org. Copies will be posted on the North Dakota Department of Transportation QBS website (<https://www.dot.nd.gov>) and also on Metro COG's website ([www.fmmetrocog.org](http://www.fmmetrocog.org)) in .PDF format.

Fax versions will be not accepted as substitutes for the hard copies. Once submitted, the proposals will become the property of Metro COG.

This document can be made available in alternative formats for persons with disabilities by calling **Savanna Leach, Executive Secretary at 701.232.3242**.

***Metro COG Website Update and Development*****II PURPOSE OF REQUEST**

The purpose and intent of this Request for Proposal (RFP) is to establish a contract with a qualified vendor to develop and design a new destination website for the Fargo-Moorhead Metropolitan Council of Governments (Metro COG), replacing the current, outdated [www.fmmetrocog.org](http://www.fmmetrocog.org) with a well-designed and intuitive website built using a modern Content Management System (CMS). Metro COG is seeking a vendor with significant experience in creatively designing and deploying new websites, particularly for public sector organizations.

Metro COG seeks the collaboration of an experienced vendor that will implement all of the functionality identified in this RFP; in a timely manner and within budgetary constraints. To this end, submitted proposals should clearly define how the vendor will accomplish each of the requirements set forth in this document. It is the intention of Metro COG to select a single vendor to provide all of the identified design, development, and implementation services specified in this document. Metro COG will rely upon the expertise of the selected vendor to design how the new website will best fit the needs of the staff and its end-users.

**III PROJECT GOALS**

The primary goal of this project is to replace the current website with a new and improved website, along with an updated CMS. The new website will be easier for users to navigate, Metro COG staff to manage, and provide a wide variety of services and content to the public. The vendor will provide Metro COG with an information-ready, turn-key website. Goals include:

- Creation of a website that users will find easy to use and navigate
- Provide intuitive navigation, comprehensive site search, and integrated services
- Accessibility to all users, including mobile device users, with a responsive design
- Accessibility for users with disabilities, according to the Americans with Disabilities Act
- Visually pleasing with a clean, modern, and inviting design that conveys the Metro COG's commitment to our communities
- The website should be built so that Metro COG staff can maintain and update the website in-house with minimal assistance from the selected vendor. Staff functions should be easy to perform. The developer should avoid custom-created coding as much as possible to ensure the sustainability of the website.

**IV SCOPE OF WORK AND PERFORMANCE TASKS**

Vendors responding to this RFP should propose a scope of work that addresses, at minimum the following elements:

- A. Development of a project plan, including timeline, for the entire scope of work, with input from Metro COG staff.

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B. A complete redesign of Metro COG's current website that incorporates Metro COG's branding efforts, which includes the following:

- Clean, contemporary design and flow
- Easy and intuitive navigation to find relevant information
- Mobile-friendly design
- Able to support high-resolution media
- Complies with federal and state legal requirements, including accessibility for disabled persons and ensuring site security complete with SSL security
- Print-friendly options for optimizing web pages for print
- Provide a reusable design for future redesign efforts of related co-branding sites

C. Content Management to include the following:

- Robust search engine with advanced/customizable capabilities
- New information architecture and content organization that enhances usability, navigation, and search capability
- Support for responsive delivery of web content to mobile devices
- Web applications that will allow users to interact with various Metro COG databases
- Create subscription portal for users to receive updated information
- Provide language translation
- Compatibility with multiple browsers such as Internet Explorer, Mozilla Firefox, Safari, Google Chrome, etc.
- Ability to deliver large amounts of consistently changing information in the form of photos, links, documents, videos, etc.
- Ability to organize and manage uploaded documents and images
- Ability to archive outdated content

D. Development and Implementation

- Build the website based on approved design
- Migrate existing content
- Create and build appropriate content as needed
- Develop templates needed for staff to easily update web content
- Collaborate with staff to ensure integration of Metro COG branding
- Ensure website is fully functional

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- Conduct user testing prior to launch
- Provide staff with training on the new website, including management and updating content

E. Navigation

- MEGA Drop Down Menus
- Breadcrumb navigation
- Secondary level navigation within specific content subject matter areas
- Friendly URLs
- Addition of external pages to navigation
- Flexible navigation tools to facilitate management of common links across site

F. Master Calendar Functionality

- Master calendar to share events, meetings, holidays, etc. that can be maintained in a main calendar and shared across the website by content/subject matter category
- Ability to create interactive maps of event locations
- Provide RSS feeds by calendar based on content creator defined categories

G. Support

- Provide CMS training to Metro COG staff
- One-year support: provide one year of website support, CMS maintenance from the date the new website is live, including performance and load testing to ensure that the website meets pre-defined performance and load testing metrics
- Long-term proposal: Provide a proposal for website support, CMS updates and maintenance as well as SEO beyond year one
- Hosting recommendation: provide suggestions on the best website hosting opportunity, either third-party or with your vendor
- Other: any other additional items not listed above, to provide a fully operational (front and back end) website

H. Other Information

The following websites can be used for reference in design, look and feel, and usability:

[www.mapacog.org](http://www.mapacog.org)

[www.metrocouncil.org](http://www.metrocouncil.org)

[www.ccrpcvt.org](http://www.ccrpcvt.org)

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All work will be conducted in close partnership with Metro COG staff. The Fargo-Moorhead Metropolitan Council of Governments will maintain ownership of the website, its components, and its contents.

**V IMPLEMENTATION SCHEDULE**

## 1. Vendors Selection

Advertise for Vendor Proposals	11/28/2017
Deadline for RFP Clarifications/Questions	12/08/2017
Due Date for Proposal Submittals (by 4:00pm)	12/29/2017
Review Proposals/Identify Finalists	(week of) 01/01/2018
Interview Finalists	(week of) 1/11/2018
Metro COG Policy Board Approval/Vendor Notice	1/18/2018
Contract Negotiations	(week of) 1/22/2018

## 2. Project Development (Major Milestones)

Notice to Proceed	(week of) 1/22/2018
Project Start-Up/Mobilization	(week of) 1/29/2018
Draft Website Completed	March 2018
Final Website Completed/Project Closeout	April 2018
Final Invoices Received	May 2018

**VI EVALUATION AND SELECTION PROCESS**

Metro COG intends to award the contract to the vendor with the best proposal, as deemed appropriate for Metro COG's needs, through the consideration of the following factors and evaluation values.

1. **Understanding of the Proposal.** A specific, comprehensive listing of the program of services to be offered
2. **Experience.** The relevant qualifications and expertise of the vendor
3. **Qualifications/Knowledge.** An overview of the individuals that the vendor will select for the development of the site; to include specific links and references of previously created web design
4. **Cost.** The “not-to-exceed” quote for the scope of work by the vendor, as well as the price per hour for extra services, and cost of extraneous services deemed necessary to project development

Each proposal will be evaluated on the above criteria. After this review, and if deemed

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necessary, a select number of vendors may be invited for oral interviews. Upon completion of this process, Metro COG's Executive Committee will make a recommendation to the Policy Board as to which vendor they feel can best provide these services to Metro COG.

**VII PROPOSAL CONTENT**

The purpose of the proposal is to demonstrate the qualifications, competence, and ability of vendors to provide website development to Metro COG within the requirements of the RFP. The proposal must address each of the data specifications listed in the Scope of Work section of this RFP.

Metro COG is asking qualified vendors (bidders must be prequalified by the NDDOT) to supply the following information. Please include all requested information in the proposal to the fullest extent practical.

- A. **Contact Information.** Name, telephone number, email address, mailing address and other contact information for the vendor's point of contact.
- B. **Introduction and Executive Summary.** This section shall document the vendor name, business address (including telephone, FAX, email address(es), year established, type of ownership and parent company (if any), point of contact name, and any major facts, features, recommendations or conclusions that may differentiate this proposal from others, if any).
- C. **Work Plan and Project Methodology.** Proposals shall include the following, at minimum:
  1. A detailed list of tasks and subtasks to be completed, including a description of how they will be completed; a detailed work plan identifying the major tasks to be accomplished relative to the requested project tasks and expected product as outlined in this RFP; and a detailed approach for completing the project.
  2. Milestones for the development of the project and completion of individual tasks should be submitted with the proposal.
  3. A timeline for completion of the requested services, including stakeholder meetings.
  4. List of projects with similar size, scope, type, and complexity that the proposed project team has successfully completed in the past.
  5. List of the proposed principal(s) who will be responsible for the work, proposed Project Manager and project team members.
  6. A breakout of time for each member identified as a participant in the development of the project.
  7. List of client references for similar projects described within the RFP.
  8. Required Disadvantaged Business Enterprise (DBE) Vendors participation



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documentation, if applicable.

9. Ability of vendor to meet required time schedules.
10. A cost proposal per Exhibit A of this RFP.

D. **Signature.** Proposals shall be signed in ink by an authorized member of the vendor/project team.

E. **Attachments.** Review, complete, and submit the completed versions of the following RFP Attachments with the proposal:

- Exhibit A – Cost Proposal Form
- Exhibit B – Debarment of Suspension Certification
- Exhibit C – Certification of Restriction on Lobbying
- Exhibit D – Certification of Final Indirect Costs

**VIII SUBMITTAL INFORMATION**

All proposals should be forwarded to:

Savanna Leach  
Executive Secretary / IT Administrator  
Fargo Moorhead Metropolitan Council of Governments  
Case Plaza, Suite 232  
One 2nd Street North  
Fargo, ND 58102-4807

Questions relating to any portion of this RFP can be answered by the Executive Secretary by calling 701.232.3242 (Ext. 0) between the hours of 8:00am and 5:00pm Monday through Friday.

All proposals received by **4:00pm on Friday, December 29<sup>th</sup>, 2017** at the Metro COG office will be given equal consideration. Minority, women-owned, and disadvantaged business enterprises are encouraged to participate. Respondents must submit four (4) hard copies and one (1) Adobe Acrobat (.PDF) copy of the proposal. The full length of each proposal should not exceed twenty (20) double-sided pages, for a total of forty (40) pages; including any supporting material, charts, tables, or graphics.

**IX TERMS AND CONDITIONS**

- A. Metro COG reserves the right to reject any or all proposals or to award the contract to the next most qualified vendor if the successful vendor does not execute a contract within thirty (30) days after the award of the proposal.
- B. Metro COG reserves the right to request clarification of information submitted and to request additional information from any proposer.

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- C. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of 90 days, to provide to Metro COG the services set forth, or until one of the proposals have been approved by the Metro COG Policy Board.
- D. If, through any cause, the vendor shall fail to fulfill in timely and proper manner the obligations agreed to, Metro COG shall have the right to terminate its contract. In this event, the vendor shall be entitled to just and equitable compensation for any satisfactory work completed.
- E. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by, or approved by Metro COG; and shall contain, at a minimum, applicable provisions of this request for proposal. Metro COG reserves the right to reject any agreement that does not conform to the request for proposal and any requirements for agreements and contracts.
- F. The vendor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of Metro COG.
- G. Metro COG will not be liable for any cost incurred in the preparation of proposals.
- H. The submission of a proposal shall be prima facie evidence that the proposer has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.
- I. Metro COG reserves the right to conduct personal interviews with any or all proposers prior to selection. Metro COG will not be liable for any costs incurred by the proposer in connection with such interviews (i.e., travel, accommodations, etc.).
- J. Metro COG reserves the right to conduct pre-contract negotiations with any, or all potential proposers.
- K. Metro COG reserves the right in its sole discretion to accept the proposal it considers most favorable to Metro COG's interest, and the right to waive minor irregularities in the procedures.

Metro COG reserves the right to reject any or all proposals or to waive minor irregularities in said proposal, and reserves the right to negotiate minor deviations to the proposal with the successful Vendors. Metro COG reserves the right to award a contract to the vendor or individual that presents the proposal, which, in the sole judgement of Metro COG, best accomplishes the desired results.

The RFP does not commit Metro COG to award a contract. Metro COG is not responsible for any expenses incurred by a respondent for preparing a response to this RFP, or any activities conducted prior to contract award. Metro COG reserves the right to withdraw this RFP at any time without prior notice.

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All proposals, whether selected or rejected, shall become the property of Metro COG.

**X GENERAL RFP REQUIREMENTS.**

- A. **Cost Proposal.** All proposals must be clearly identified and marked with the appropriate project name and include a cost proposal per the requirements of this RFP. Cost proposals shall be based on an hourly “not to exceed” amount and shall follow the general format as provided within Exhibit A of this RFP. Metro COG may decide, in its sole discretion, to negotiate a price for the project after the selection committee completes its final ranking. Negotiation will begin with the vendors identified as the most qualified per requirements of this RFP, as determined in the evaluation/selection process. If Metro COG is unable to negotiate a contract for services negotiations will be terminated and negotiations will begin with the next most qualified vendors. This process will continue until a satisfactory contract has been negotiated.
- B. **Debarment of Suspension Certification and Certification of Restriction on Lobbying.** Respondents must attach signed copies of Exhibit B – Debarment of Suspension Certification and Exhibit C – Certification of Restriction on Lobbying within the cost proposal.
- C. **Respondent Qualifications.** Respondents must submit evidence that they have relevant past experience and have previously delivered services similar to the requested services within this RFP. Each respondent may also be required to show that similar work has been performed in a satisfactory manner and that no claims of any kind are pending against such work. No proposal will be accepted from a respondent whom is engaged in any work that would impair his or her ability to perform or finance this work.
- D. **Disadvantaged Business Enterprise.** Pursuant to Department of Transportation policy and 49 CFR Part 23, Metro COG supports the participation of DBE/MBE businesses in the performance of contracts financed with federal funds under this RFP. Vendors shall make an effort to involve DBE/MBE businesses in this project. If the vendor is a DBE/MBE, a statement indicating that the business is certified DBE/MBE in North Dakota or Minnesota shall be included within the proposal. If the vendor intends to utilize a DBE/MBE to complete a portion of this work, a statement of the subvendor’s certification shall be included. The percent of the total proposed cost to be completed by the DBE/MBE shall be shown within the proposal. Respondents should substantiate (within proposal) efforts made to include DBE/MBE businesses.
- E. **North Dakota Department of Transportation Consultant Administration Services Procedure Manual.** Applicants to this Request for Proposal are required to follow procedures contained in the NDDOT Transportation Consultant Administration Services Procedure Manual, found at [www.fmmetrocog.org](http://www.fmmetrocog.org).

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The selected vendors will submit invoices for work completed to Metro COG. Payments will be made to the vendors by Metro COG in accordance with the contract after all required services, and items identified have been completed to the satisfaction of the Client.

**XII FEDERAL AND STATE FUNDS**

The services requested within this RFP will be partially funded with funds from the Federal Highway Administration (FHWA). As such, the services requested by this RFP will be subject to federal and state requirements and regulations.

The services performed under any resulting agreement shall comply with all applicable federal, state, and local laws and regulations. In addition, this contract will be subject to the requirements of 49 CFR 18. Cost eligibility/requirement will be subject to 48 CFR 31.2.

**XIII TITLE VI ASSURANCES**

Prospective vendors should be aware of the following contractual requirements regarding compliance with Title VI should they be selected pursuant to this RFP:

- A. **Compliance with Regulations.** The Vendor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations).
- B. **Nondiscrimination.** The Vendor, with regard to the work performed by it, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status\*\*, in the selection and retention of sub-vendors, including procurements of materials and leases of equipment. The Vendor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Vendor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-vendor or supplier shall be notified by the Vendor of the Vendor's obligations to the Client and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status\*\*.
- D. **Information and Reports.** The Vendor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the North Dakota Department of Transportation to be pertinent to

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ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Vendor is in the exclusive possession of another who fails or refuses to furnish this information, the Vendor shall so certify to the North Dakota Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information.

- E. **Sanctions for Noncompliance.** In the event of the Vendor’s noncompliance with the nondiscrimination provisions as outlined herein, the North Dakota Department of Transportation shall impose such sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

Withholding of payments to the Vendor under the contract until the Vendor complies; or Cancellation, termination, or suspension of the contract, in whole or in part.

- F. **Incorporation of Title VI Provisions.** The Vendor shall include the provisions of Section XIII, paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The Vendor shall take such action with respect to any subcontract or procurement as NDDOT or the U.S. Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Vendor becomes involved in, or is threatened with, litigation by a sub-vendor or supplier as a result of such direction, the Vendor may request NDDOT enter into such litigation to protect the interests of NDDOT and, in addition, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

\*\* The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.

**XIV TERMINATION PROVISIONS**

Metro COG reserves the right to cancel any contract for cause upon written notice to the Vendor. Cause for cancellation will be documented failure(s) of the Vendor to provide services in the quantity or quality required. Notice of such cancellation will be given with sufficient time to allow for the orderly withdrawal of the Vendor without additional harm to the participants or Metro COG.

Metro COG may cancel or reduce the amount of service to be rendered if there is, in the opinion of Metro COG, a significant increase in local costs; or if there is insufficient state or federal funding available for the service, thereby terminating the contract or reducing the compensation to be paid under the contract. In such event, Metro COG will notify the Vendor

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in writing ninety (90) days in advance of the date such actions are to be implemented.

In the event of any termination, Metro COG shall pay the agreed rate only for services delivered up to the date of termination. Metro COG has no obligation to the Vendor, of any kind, after the date of termination. Vendor shall deliver all records, equipment and materials to Metro COG within 24 hours of the date of termination.

**XV LIMITATION ON VENDORS**

All reports and pertinent data or materials are the sole property of Metro COG and may not be used, reproduced or released in any form without the explicit, written permission of Metro COG.

Vendors should expect to have access only to the public reports and public files of local governmental agencies and Metro COG in preparing the proposal or reports. No compilation, tabulation or analysis of data, definition of opinion, etc., should be anticipated by the vendors from the agencies, unless volunteered by a responsible official in those agencies.

**XVI CONFLICT OF INTEREST**

Metro COG reserves the right at any time to preclude offering a work assignment to a Vendor should a real, apparent or potential conflict of interests exists as determined by Metro COG. No vendors, sub-vendor, or member of any vendor proposed to be employed in the preparation of this proposal shall not have a past, ongoing or potential involvement which could be deemed a conflict of interest under North Dakota Century Code or other law. During the term of this Agreement, the vendors shall not accept any employment or engage in any consulting work that would create a conflict of interest with Metro COG or in any way compromise the services to be performed under this agreement. The vendors shall immediately notify Metro COG of any and all potential violations of this paragraph upon becoming aware of the potential violation.

**XVII INSURANCE**

The successful vendor or individual shall provide evidence of insurance as stated in the contract prior to execution of the contract.

**Metro COG Website Update and Development****Exhibit A – Cost Proposal Form**

**Cost Proposal Form** – Include completed cost form (see below) in a separate envelope – labeled “**Cost Form – Vendor Name**” and submit with concurrently with the technical proposal as part of the overall RFP response. The cost estimate should be based on a not to exceed basis and may be further negotiated by Metro COG up identification of the most qualified Vendor. Changes in the final contract amount and contract extensions are not anticipated.

**REQUIRED BUDGET FORMAT**  
**Summary of Estimated Project Cost**

1.	Direct Labor	Hours	x	Rate	=	Project Cost	Total	
	Name, Title, Function	0.00	x	0.00	=	0.00	0.00	
			x		=	0.00	0.00	
			x		=	0.00	0.00	
				Subtotal	=	0.00	0.00	
2.	<b>Overhead/Indirect Cost (expressed as indirect rate x direct labor)</b>						0.00	0.00
3.	<b>Subvendor Costs</b>						0.00	0.00
4.	<b>Materials and Supplies Costs</b>						0.00	0.00
5.	<b>Travel Costs</b>						0.00	0.00
6.	<b>Fixed Fee</b>						0.00	0.00
7.	<b>Miscellaneous Costs</b>						0.00	0.00
<b>Total Cost</b>					=	0.00	0.00	

## **Exhibit B - Debarment of Suspension Certification**

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-255, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for federally-required auditing services (49 CFR 29.220(b)). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, vendors, and subvendors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required (49 CFR 29.300).

Grantees, vendors, and subvendors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the vendor is required to verify that none of the vendor, its principals, as defined in 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 vendor 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 recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, 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 order. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Vendor

\_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_

Date \_\_\_ / \_\_\_ / \_\_\_

Name & Title of Vendor's Authorized Official

\_\_\_\_\_



**Exhibit C - Certification of Restriction on Lobbying**

I, \_\_\_\_\_ hereby certify on  
(Name and Title of Grantee Official)

behalf of \_\_\_\_\_ that:  
(Name of Bidder / Company Name)

- 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 any agency, a Member of Congress, and 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.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person 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 the 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.
- 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. Code 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.

The undersigned certifies or avendors the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder / Company Name

\_\_\_\_\_

Type or print name

\_\_\_\_\_

Signature of authorized representative \_\_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

\_\_\_\_\_  
(Title of authorized official)

**Exhibit D – Certification of Final Indirect Costs**

Vendor Name: \_\_\_\_\_

Proposed Indirect Cost Rate: \_\_\_\_\_

Date of Proposal Preparation (mm/dd/yyyy): \_\_\_\_\_

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): \_\_\_\_\_

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

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

Name of Certifying Official (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date of Certification (mm/dd/yyyy): \_\_\_\_\_