

CITY OF ST JOSEPH

Bids Must Be Received No
Later Than

Time: 3:00 P. M. Date: 11/21/2019

For Information Contact:
Purchasing

at (816) 271-5330

INVITATION TO BIDDERS

NO 2020-04R

Page 1 of 14

This document constitutes a request for sealed bids, including prices, from qualified individuals and organizations to furnish those services and/or items as described herein.

Bids must be mailed or delivered to the Division of Purchasing, 1100 Frederick Avenue Room 201, St. Joseph, Missouri 64501.

One (1) Non-ADA Passenger Van

This form must be completed, signed and submitted with the Bid

Please have the Bid Name and Number on the outside of the sealed bid envelope

The offeror must provide all information required in this document pursuant to the specifications attached and included herein

The offeror hereby agrees to provide the services and/or items at the prices quoted, pursuant to the attached terms and conditions of Request for Proposal or Invitation to Bidders and Terms and Conditions of Purchase, and further agrees that when this document is countersigned by an authorized official of the City of St. Joseph, a binding contract, as defined herein, shall exist between the offeror and the City of St. Joseph.

SIGNATURE REQUIRED

Offeror's Signature: _____ Offeror's Printed Name: _____ Title: _____

Company Name: _____ Date of Proposal: _____

Mailing Address: _____ Telephone: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Social Security or Federal Tax No _____

NOTICE OF AWARD (This section for City of St. Joseph use only)

Requisition No. _____

This proposal is accepted by the City of St. Joseph as follows:

Purchase Order _____

Buyer

Purchasing Agent

Date

CITY OF ST. JOSEPH
PURCHASING DIVISION
TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL
OR INVITATION TO BIDDER

1. PREPARATION OF BIDS

- a. Bidder's are expected to examine the specifications, delivery schedule, bid prices and all instructions of the Request for Proposal or Invitation to Bid. Failure to do so will be at bidder's risk. In case of a mistake in extension, the unit price(s) will govern.
- b. Any manufacturer's names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. The bidder shall explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid on alternate brands will be received and considered in complete compliance with the specifications as listed on the bid forms.
- c. All supplies and equipment offered in a bid must be new and of current production unless the Request for Proposal or Invitation to Bidder clearly specifies that used or reconditioned supplies or equipment be offered.
- d. Firm fixed prices shall be bid and include all packing, handling and shipping charges.
- e. Unless otherwise indicated, prices quoted shall be firm for acceptance for ninety days (90) from bid opening and for the specified contract period.

2. TAX EXEMPTION

- a. Do not bill federal tax. Certificate number 44-6000256.
Do not bill state tax. Certificate number 12493457.

3. SUBMISSION OF BIDS

- a. A bid submitted by a bidder must (1) be manually signed by the bidder on the Purchasing Division's Request for Proposal or Invitation to Bidder, (2) contain all requested information, (3) be priced as required, (4) be sealed in an envelope or container, (5) be attached to a security deposit if required, and (6) be delivered to: the Purchasing Division, 1100 Frederick, Room 201; St. Joseph, MO 64501, and officially clocked in no later than the exact time and date specified on the Request for Proposal or Invitation to Bidder.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside left corner with (1) the official Price Inquiry number and (2) the official closing date and time.
- c. Submission of this bid constitutes an assignment by the bidder to the City of all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or the State of Missouri, which causes of action have accrued or will accrue as the result of or in relation to the particular good or services purchased or procured by it in fulfillment of any contract with the City arising from this bid.

4. MODIFICATION OR WITHDRAWAL OF BIDS

- a. Bids may be modified or withdrawn by written or telegraphic notice received prior to the official closing date and time specified. A bid may also be withdrawn or modified in person by the bidder or his authorized representative provided proper identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a proposal will not be considered.
- b. After the official closing date and time, no bid may be modified or withdrawn.

5. BID OPENING

- a. Bid openings shall be public on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by facsimile, telegraph or telephone will not be acceptable. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.

6. AWARDS

- a. Unless otherwise stated in the Price Inquiry, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- b. As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received.
- c. Awards will be made to the bidder whose bid (1) meets the specifications and all other requirements of the Price Inquiry and (2) is the lowest and best bid, considering price, responsibility of the bidder and all other relevant factors. When multiple bidders are equally responsible and qualified and submit equivalent bids, those bidders that are equally responsible and qualified and submit equivalent bids may be allowed to submit a subsequent lower bid price in accordance with a schedule established by the Purchasing Agent; such bid price must be submitted in a sealed envelope or container clearly marked on the outside left corner with (1) the official Price Inquiry number and (2) the closing date and time established by the Purchasing Agent; the submission may modify only the bid price.
- d. Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the bidder and the City; and shall bind the bidder to furnish and deliver at the price, and in accordance with the conditions of said accepted bid and detailed specifications.
- e. The City of St. Joseph is not obligated for expenditures unless funds have been encumbered by Purchase Order or Contract. The completion of the "Notice of Award" by the City is not an authorization for shipment or to proceed with services.

7. OPEN COMPETITION

- a. It is the intent and purpose of the Division of Purchasing that the Price Inquiry permits free and open competition. However, it shall be the bidder's responsibility to advise the Purchasing Division if any language, requirements are, or any combination thereof, inadvertently restricts or limits the requirements, are, or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a bid. The notification should be received by the Purchasing Division at least ten days prior to the Price Inquiry closing date and time. The bidder may submit notification after the bid closing providing sufficient time is permitted for a thorough review by the Purchasing Division and its decision will be final.

CITY OF ST. JOSEPH
PURCHASING DIVISION
TERMS AND CONDITIONS OF PURCHASE

This contract expresses the complete agreement of the parties and performance shall be governed solely by the terms and conditions contained herein. Changes, additions or modifications hereto must be in writing and signed by the Purchasing Agent.

1. QUANTITIES

The City of St. Joseph assumes no obligation for articles or materials shipped in excess of the quantity ordered. Any unauthorized quantity is subject to the City's rejection and returned at the Seller's expense.

2. DELIVERY

Time is of the essence of this order. If deliveries are not made at the time agreed upon, the City reserves the right to cancel or to purchase elsewhere and hold Seller liable for any procurement costs.

3. SHIPMENT

Deliveries shall be F.O.B. destination unless otherwise specified by the City.

4. INVOICES

An original and one copy of the invoice shall be submitted and shall show the purchase order number or contract number and contain full descriptive information of item or services furnished.

5. INSPECTION AND ACCEPTANCE

No material received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Seller herein upon inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Seller's expense for full credit and replacement. Such right to return offer to the City arising from the City's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the City may have therefore.

6. PAYMENT

Payments will be made only to the company and address as set forth on the Purchase Order or Contract; unless the Vendor had requested payments be made to a different address or a change thereto on an official company letterhead and signed by an authorized officer of the company which would not be in conflict with a court order. All payments will be net thirty (30) days from invoice date unless a discount is offered.

7. WARRANTY

Seller expressly warrants that all articles, materials and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the City and that they will be fit and sufficient for the purpose intended, merchantable of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the City's acceptance of said material or goods or by payment for them.

8. PATENTS

Seller guarantees that the sale or use of the articles described herein will not infringe upon any U.S. or foreign patent and Seller covenants that he will, at his own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent by City.

9. BANKRUPTCY OR INSOLVENCY

In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the event of breach of any of the terms hereof including the warranties of the Seller, City may cancel this contract or affirm the contract and hold Seller responsible in damages.

10. COMPLIANCE OF APPLICABLE LAWS

The Seller warrants it has complied with all applicable laws, rules and ordinances of the United States, or any State, municipality or any other governmental authority or agency in the manufacture of sale of the items covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended.

11. INTERPRETATION OF CONTRACT AND ASSIGNMENTS

The contract shall be construed according to the laws of the State of Missouri. The contract, or any rights, obligations or duties hereunder may not be assigned by Seller without City's written consent and any attempted assignment without such consent shall be void.

12. TERMINATION OF CONTRACT

The City reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the Contractor or by any of his Subcontractors, in the sole judgment and discretion of the City. In the event of such termination, the Contractor shall be liable for any excess costs incurred by the City. If the contract is so terminated, the City may purchase upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those so terminated, and that the Contractor will be liable for excess costs occasioned thereby.

13. NON-DISCRIMINATION IN EMPLOYMENT

In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

14. EMPLOYMENT OF UNAUTHORIZED ALIENS

Contractor shall comply with R.S.M.O. 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this contract, Contractor shall affirm, by sworn affidavit and provision of documentation, its compliance with R.S.M.O 285.530 as well as its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

15. PROVISIONS BY LAW DEEMED INSERTED

Each and every provision of the law and clauses required by law to be inserted in this contract will be deemed to be inserted herein and will read and enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the contract will be physically amended to make such insertion or correction.

16. PERFORMANCE BONDS

If required, as a condition for the award of a contract, the amount of a performance bond will be described in the Invitation To Bidders at the time of issuance. The performance bond must be issued for the amount specified by a surety company, or secured with a certified check, cash, or cashiers check. No personal or company checks are acceptable.

The City of St. Joseph/Mass Transit Division is requesting bids for purchase of one new non-ADA accessible passenger van or mini-van for use as a staff vehicle.

Bidders are to submit a bid(s) based on specifications found in Appendix A.

The proposed vehicle(s) must comply with all Federal Transit Administration clauses found in Appendix B, with the following exception for Buy America. The FTA has waived the Buy America domestic content requirement for non-ADA accessible minivans and vans. However, final assembly in the U.S. is still required. The FTA has identified four vans that comply with the Buy America final assembly requirement: GMC Acadia, Ford Expedition, Toyota Sienna, and Honda Odyssey. Only bids for these four vehicles will be considered.

Deliver the bid in a sealed envelope, clearly marked BID #2020-04R "Transit ADA Staff Vehicle", to the following address:

Bids should be submitted to:
Tammy Bembrick, Purchasing Agent
City Hall Room 201
1100 Frederick Avenue
St. Joseph, MO 64501

The timeline for this project is as follows:

IFB Advertisement	October 20, 2019
Bids Due	November 21, 2019, 3:00 p.m.
Award	December 2, 2019

For additional information, contact:

Scott Butcher
816-271-5384

Transit_sbutcher@stjoemo.org

APPENDIX A: Specifications & Pricing

Bidder Name _____
Destination _____
Year, Make, Model _____

PRICE FOB
 \$ _____

FEATURE	DESCRIPTION	MEETS SPECS?	VARIANCES	\$
SEATING				
Standard Seating	Minimum 7	YES / NO		
Front Bucket Seats	Front Dual Reclining Seats With Driver Adjustable Seat Height, Manually Adjustable Headrests and Fold-Down Armrest (Standard)	YES / NO		
2nd Row Folding Seat	Standard	YES / NO		
2nd Row Removable Seat	Standard	YES / NO		
3rd Row Bench Seat	Standard	YES / NO		
Upholstery	Cloth – grey or tan			
CLIMATE CONTROL		YES / NO		
Manual Air Conditioning	Standard	YES / NO		
Rear HVAC Unit	Standard	YES / NO		
Rear Seat HVAC Ducts	Standard	YES / NO		
ENTERTAINMENT SYSTEMS		YES / NO		
AM/FM Radio	Optional	YES / NO		
OTHER INTERIOR ITEMS				
Power Windows	Standard	YES / NO		
Power Door Locks	Standard	YES / NO		
Front Power Outlet	Standard	YES / NO		
Tilt Steering Column	Standard	YES / NO		
Door Mounted Storage	Optional	YES / NO		
Cupholders	Optional	YES / NO		
Reading or Map Light	Standard	YES / NO		
Courtesy Light	Standard	YES / NO		
PERFORMANCE				
Automatic Transmission -Electronically controlled with overdrive	Standard	YES / NO		
Power Steering	Standard	YES / NO		
4 Wheel ABS Brakes	Standard	YES / NO		
Front Suspension	Independent	YES / NO		
Rear Suspension	Semi-Independent	YES / NO		
Stabilizer Bar	Standard	YES / NO		
6-Cylinder Engine	Standard	YES / NO		
Brakes (Front)	Disc	YES / NO		
Brakes (Rear)	Minimum drum	YES / NO		
Driveline	Front Wheel Drive	YES / NO		
Steering Type	Rack and Pinion	YES / NO		
Fuel Type	Unleaded Gasoline	YES / NO		

Fuel System	SEFI	YES / NO		
EPA MILEAGE ESTIMATE		YES / NO		
Fuel Economy City	Minimum 17 mpg	YES / NO		
Fuel Economy Highway	Minimum 23 mpg	YES / NO		
Combined Fuel Economy	Minimum 19 mpg	YES / NO		
DIMENSIONS, WEIGHTS, CAPACITIES		YES / NO		
Doors (Standard)	4	YES / NO		
Wheelbase	Minimum 119 in	YES / NO		
Manufacturer Cargo Volume	Minimum 134 cu ft	YES / NO		
Fuel Capacity	Minimum 20 gal	YES / NO		
EXTERIOR		YES / NO		
Power Adjustable Exterior Mirrors	Dual High Gloss Black Folding Power Adjustable Exterior Rearview Mirrors (Standard)	YES / NO		
Interval Wipers	Standard	YES / NO		
Privacy Glass	Standard	YES / NO		
Rear Window Defogger	Standard	YES / NO		
Electronic Parking Aid	Optional	YES / NO		
Passenger Side Sliding Van Door	Standard	YES / NO		
Alloy Wheels	Standard	YES / NO		
Spare Tire	Standard	YES / NO		
Metallic Paint - White	Standard	YES / NO		
SAFETY				
Driver's Air Bag	Standard	YES / NO		
Passenger's Air Bag	Standard	YES / NO		
Child Safety Door Locks	Standard	YES / NO		
Side Guard Door Beams	Standard	YES / NO		
Vehicle Anti-Theft	Standard	YES / NO		
Keyless Entry/Remote Lock/Unlock	Standard	YES / NO		
Multi-function Remote	Standard	YES / NO		
WARRANTY		YES / NO		
Basic	36 months	YES / NO		
Basic	36000 mi	YES / NO		
Powertrain	Minimum 36 months	YES / NO		
Powertrain	Minimum 100000 mi	YES / NO		
Corrosion Perforation	60 months	YES / NO		
Corrosion Perforation	Minimum 100000 mi	YES / NO		

Appendix B - Federal Clauses

ACCESS TO RECORDS AND REPORTS

a. Record Retention. The contractor will retain, and will require its subcontractors of all tiers to 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 third party 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.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient 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 such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. §26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract

goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. §26.53(f) (1).

Overview. It is the policy of the City of Saint Joseph, MO and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the City of Saint Joseph, MO to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The City of Saint Joseph, MO shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the City of Saint Joseph, MO may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the City of Saint Joseph, MO.

Contract Assurance. The contractor, subrecipient 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 such other remedy as the City of Saint Joseph, MO deems appropriate.

DBE Participation. For the purpose of this Contract, the City of Saint Joseph, MO will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the Unified Certification Program (UCP); or

2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an City of St. Joseph, MO whose DBE certification process has received FTA approval; or

3. Certified by another City of St. Joseph, MO approved by the City of Saint Joseph, MO.

ENERGY CONSERVATION

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.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

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 U.S. 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 City of St. Joseph, MO 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 City of Saint Joseph, MO. If it is later determined by the City of Saint Joseph, MO that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Saint Joseph, MO, 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.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the 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.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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.

The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

TERMINATION

Termination for Convenience. The City of Saint Joseph, MO may terminate this contract, in whole or in part, at any time by written notice to the contractor when it is in the City of Saint Joseph, MO's best interest. The contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to City of Saint Joseph, MO to be paid. If the contractor has any property in its possession belonging to City of Saint Joseph, MO, the contractor will account for the same, and dispose of it in the manner City of Saint Joseph, MO directs.

Termination for Default. If the contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the contractor fails to perform in the manner called for in the contract, or if the contractor fails to comply with any other provisions of the contract, the City of Saint Joseph, MO may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the contractor setting forth the manner in which the contractor is in default. The contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City of Saint Joseph, MO that the contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the contractor, the City of Saint Joseph, MO, after setting up a new delivery of performance schedule, may allow the contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure. The City of Saint Joseph, MO, in its sole discretion may, in the case of a termination for breach or default, allow the contractor 10 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If contractor fails to remedy to City of Saint Joseph, MO's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by contractor of written notice from City of Saint Joseph, MO setting forth the nature of said breach or default, City of Saint Joseph, MO shall have the right to terminate the contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude City of Saint Joseph, MO from also pursuing all available remedies against contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach. In the event that City of St. Joseph, MO elects to waive its remedies for any breach by contractor of any covenant, term or condition of this contract, such waiver by City of Saint Joseph, MO shall not limit City of Saint Joseph, MO's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. THE POTENTIAL BIDDER shall not perform any act, fail to perform any act, or refuse to comply with any City of St. Joseph, MO requests which would cause City of St. Joseph, MO to be in violation of the FTA terms and conditions.

FEDERAL CHANGES

The 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 "Master Agreement" between the City of St. Joseph, MO and FTA, as they may be amended or promulgated from time to time

during the term of this contract. The contractor' failure to so comply shall constitute a material breach of this contract.

CIVIL RIGHTS AND EQUAL OPPORTUNITY

The City of Saint Joseph, MO is an Equal Opportunity Employer. As such, the City of Saint Joseph, MO agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City of Saint Joseph, MO agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **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 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.
2. **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.
3. **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.

4. 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. § A-27 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.

CHARTER SERVICE

The relevant statutes and regulations do not mandate any specific clause or language.

Recipients can draw on the following language for inclusion in their federally funded procurements.

Recovered Materials

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.

SCHOOL BUS OPERATIONS

The relevant statutes and regulations do not mandate any specific clause or language. Recipients can draw on the following language for inclusion in their federally funded procurements.

School Bus Operations

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate. When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.