



REQUEST FOR PROPOSALS #12-1056
Vehicle GPS Tracking System for Transit Bus Fleet

Proposals shall be received by the Metropolitan Tulsa Transit Authority (MTTA), Attention Grants and Procurement Administrator, at 510 S. Rockford, Tulsa, Oklahoma **at or before 2:00PM Local Time, Thursday, February 10, 2012** for implementation of a vehicle GPS tracking system on the fixed route bus fleet operated by MTTA. Proposals received after the date and time specified above shall be considered late proposals and shall not be considered.

The MTTA reserves the right, in its sole and exclusive discretion to accept or to reject any and all proposals, in whole or in part. All proposals shall be subject to all applicable state and federal laws. The award to be let under this solicitation is subject to financial assistance contracts between the MTTA, the Federal Transit Administration and the State of Oklahoma. Proposal documents shall be clearly marked with the RFP number and shall be mailed or delivered by courier to:

Metropolitan Tulsa Transit Authority
ATTN: Bettie McGraw
Administrator of Grants and Procurement
510 S. Rockford
Tulsa, Oklahoma 74120

SECTION I
INSTRUCTIONS TO OFFERORS

1. Proposal Format:

MTTA requires one original and one copy of the proposal. Each must be clearly labeled on the front sheet. An electronic copy is not required. Proposals shall be prepared simply and economically on letter sized paper with tabbed or marked sections. Documents can be stapled or assembled with a plastic spine. No three ring binders please. Prices must be included on the form provided.

2. Terms and Conditions:

All proposals are subject to the provisions specified in this RFP, including federal clauses. Terms and conditions included as a part of published price lists, catalogs, and/or other documents submitted as a part of the proposal are waived and will have no effect either on the proposal, or any contract which may be awarded as a result of the proposal. The attachment of any other terms and conditions may be grounds for rejection.

3. Due Date:

Sealed proposals must be received by MTTA not later than 4:00PM Local Time on February 10, 2012.

4. Contact Information:

If you have any questions or need additional information, contact the buyer via email:

Bettie McGraw, Grants and Procurement Administrator
bmcgraw@tulsatransit.org

Include the RFP number on the subject line.

Offerors are encouraged to contact the Grants and Procurement Administrator by email if there is anything in the specifications that would prevent you from submitting a proposal. Questions must be received no later than seven (7) days prior to the due date.



5. Bidder's Notice of Intent to Submit a Proposal

Email the Grants and Procurement Administrator indicating your intent to submit a proposal. Include the RFP number on the subject line of the email. You will receive an email response indicating that your Notice was received. The same procedure will be followed to request clarification in writing of any point in the RFP.

6. Amendments to the Request for Proposals

Any amendments to the solicitation will be posted on the MTTA web site at <http://tulsatransit.org/about-mtta/procurements-and-dbe/>. In addition, any bidder that has submitted a Notice of Intent to Submit a Proposal via email will be notified of any amendment by email. The bidder will be required to acknowledge the receipt of all amendments as part of the proposal package.

7. Acceptance and Rejection

The MTTA reserves the right to reject any and all proposals, to waive any informality in proposals, and unless otherwise specified by the offer or, to accept any item in the proposal. If either a unit price or extended price is obviously in error or the other price is obviously correct, the incorrect price will be disregarded. MTTA reserves the right to make partial, progressive or multiple awards where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; or other factors deemed by MTTA to be pertinent or peculiar to the purchase in question.

8. Time for Consideration

The offer shall be valid for a minimum of 90 days from the date of proposal opening.

9. Payment Terms

Payment terms are Net 30 days after receipt of a correct invoice or acceptance of goods and services, whichever is later.

10. Condition of Goods

Unless otherwise indicated in the proposal, it is understood and agreed that any item offered or shipped pursuant to this RFP or resulting contract shall be new.

11. Deviations from Specifications

Any deviation from specifications indicated herein must be clearly stated by the offeror in writing; otherwise, all items offered by offeror shall be deemed to be in strict compliance with these specifications, and the successful offeror will be held responsible therefore. Deviations must be explained in detail by offeror on an attached sheet(s). This paragraph shall not be construed as inviting or permitting any deviation whatsoever by offeror from the stated specifications, or implying that any such deviation will be acceptable to the MTTA.

12. Information and Descriptive Literature

Offerors are to furnish all information requested in the spaces provided on the proposal form. Further, as may be specified elsewhere, each offeror may submit with his/her proposal: descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous proposal does not satisfy this provision.

13. Confidentiality of Proposals

Access to records received by or generated by MTTA is governed by Oklahoma law. Any information that the proposer judges to be proprietary data should be submitted in a separate sealed envelope and clearly



marked as proprietary information.

14. Schedule for RFP

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|--------------------------------------|-------------------|
| RFP Released | January 17, 2012 |
| Last Day to Submit Written Questions | February 3, 2012 |
| Proposals Due | February 10, 2012 |

It is requested that questions and requests for clarification be submitted in writing via email or fax. A copy of all written questions and answers will be provided by an amendment to the RFP. Bidders may check the MTTA website or contact the MTTA Grants and Procurement Administrator to check for any schedule updates.

15. Pricing / Quantity

Pricing information is required in accordance with the Price Proposal Sheet included as an attachment to this RFP.

16. Negotiations

MTTA may negotiate if deemed necessary, and will determine the scope and subject of any negotiations. However, the Offeror should not expect that MTTA will negotiate to give the Offeror an opportunity to strengthen its proposal. Therefore, the Offeror must submit its best offer based on the terms and condition set forth in this solicitation. Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

17. Signature Requirements for Proposal Documents

All documents submitted, as part of a Proposal package must be signed by the person having the legal authority to bind the corporation or firm and that signature attested / notarized in accordance with the rules listed below. Failure to comply with the signature requirements below may result in the Proposal being rejected as non-responsive.

18. Proposal Content and Evaluation

MTTA shall evaluate all proposals using the factors listed below and shall select the proposal that represents the "best value". Pursuant to Federal Transit Administration purchasing guidelines, an award will be made to the responsible offeror whose proposal is most advantageous to MTTA with price and other factors considered. **It is the proposer's responsibility to include sufficient information to enable MTTA to evaluate the proposal against the established evaluation criteria.**

The evaluation criteria for this RFP are as follows:

1. Total annual cost and the five year turnkey program cost. (35%)
2. Product features relative to MTTA's required and desired features. Future growth of the product/system will be considered (45%)
3. Implementation plan and schedule (5%)
4. Warranty, product support, field service and product reliability (15%)



19. Interviews / Product Presentations

At its option, the MTTA Selection Committee may invite one or more offerors to interview and present the proposed product.

20. Proof of Insurance

Proposals must include proof of insurance at the minimal levels required in the general terms contained in this RFP.

21. Conflicts of Interest

Proposer must identify any conflicts of interest that exist related to past, present or planned activities or interests, financial or otherwise with regard to MTTA or organizations that may be substantially affected by MTTA activities. In the absence of any known conflict of interest, the proposer shall submit in its proposal a statement that no conflicts of interest exist.

22. Post Award

A post-award debriefing is provided to un-successful offerors upon written request. MTTA shall provide the following information, if applicable:

- A. The agency's evaluation of the offeror's proposal or bid, including any note deficiencies or weaknesses.
- B. The overall evaluation summary including rating for each evaluation criteria for the debriefed offeror.
- C. The overall ranking of all offers, when any ranking was developed by the agency during source selection.
- D. A summary of rationale for award;
- E. For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- F. Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

23. Protest Procedures

MTTA has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting MTTA's procurement officer. Any protest filed by an Offeror in connection with the RFP must be submitted in accordance with MTTA's written procedures.

SECTION II – GENERAL TERMS

The following clauses will be incorporated in any contract awarded pursuant to this RFP.

1. Assignment

- A. The Contractor may not assign or subcontract its rights or obligations under the Contract without prior written permission of MTTA, and no such assignment or subcontract will be effective until approved in writing by MTTA.
- B. MTTA reserves the right to assign all or a portion of this contract to any other agency and/or governmental entity or a contractor of MTTA.



2. Insurance and Indemnity

(a) The Contractor assumes all risks incident to, or in connection with, its purpose to be conducted under or pursuant to the Contract, and to the extent allowed by law shall indemnify, defend and save harmless MTTA from damages, losses or injuries of whatever nature or kind to persons or property arising, directly or indirectly, out of the Contractor's operations or arising from acts or omissions of its agents, employees or subcontractors. The Contractor to the extent allowed by law shall indemnify, defend and save harmless MTTA from any penalties for violation of any law, ordinance or regulation affecting or having application to said operations, acts and omissions, or resulting from the carelessness, negligence or improper conduct of the Contractor or any of its agents, employees or subcontractors, and from the negligence MTTA or its employees in connection with the work or work site. The presence of, or inspections by, employees or other representatives of MTTA shall in no manner diminish or affect the duties, obligations or responsibilities of the Contractor. The obligations imposed by this paragraph shall not be limited or extinguished by any obligation to provide insurance or by the provision of insurance.

(b) During the entire term of the Contract, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to MTTA and admitted to do business in Oklahoma, the following types of casualty and liability insurance.

(i) Worker's Compensation. The Contractor shall maintain, during the term of the Contract, Worker's Compensation Insurance as prescribed by the laws of the State of Oklahoma, and Employer's Liability Insurance for all of its employees employed at the site of the project. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees, unless such employees are covered by the insurance purchased by the Contractor. In the event any class of employees engaged in work performed under the Contract or at the site of the project is not protected under such insurance heretofore mentioned, the Contractor shall provide or shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.

(ii) Commercial General Liability. Contractor shall carry a policy of commercial general liability insurance. If the Contractor's Commercial General Liability coverage is written in a "claims-made" form, Contractor shall also provide tail coverage that extends a minimum of two years from the expiration of this Contract.

(iii) Automobile Liability Insurance. The Contractor shall maintain insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

(c) Required insurance shall be carried and maintained throughout the term of this Contract, and certificates of insurance shall contain a statement by the insurer to the effect that the policy may not be canceled, fail to be renewed, nor the limits decreased without thirty (30) days prior written notice to MTTA. The insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance showing the project number and description as indicated in the Contract. The Certificate must be signed by an authorized representative of the insurance companies shown in the Certificate. No work or occupancy of the premises shall commence at the site unless and until the required Certificates of Insurance are in effect and the written Notice to Proceed is issued to the Contractor. Certificates shall be standard industry forms, such as ACORD, or in the form included in these specifications.

(d) The amount of liability insurance coverage shall not be less than \$1,000,000. All liability and property policies as to which MTTA is not a named insured shall to the extent allowed by law provide by endorsement



or appropriate coverage language that MTTA is an additional insured. The required policies of insurance shall be construed in accordance with the laws of the State of Oklahoma.

(e) No less than thirty (30) days prior written notice by registered or certified mail shall be given to MTTA of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Contractor shall take immediate steps to have the full amount of the limits appearing on the certificate reinstated. If at any time MTTA requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, the Contractor hereby agrees to promptly authorize and have delivered to MTTA such statement. The Contractor shall cover any impairment when known to it. The Contractor authorizes MTTA to confirm all information so furnished, as to Contractor's compliance with its bonds and insurance requirements, with the Contractor's insurance agents, brokers, surety and insurance carriers. All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by MTTA.

(f) Any deductibles or self-insured retentions in excess of \$10,000, or any other risk-management scheme other than a fully insured program of commercial general liability and automobile liability insurance, must be declared by the Contractor and be approved in advance by MTTA. At the option of MTTA, the Contractor shall require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to MTTA, or the Contractor shall procure a bond guaranteeing payment of the losses and related investigations, claims administration and defense expenses not otherwise covered by Contractor's insurance because of deductibles or self-insurance retentions.

(g) All insurance policies shall be issued by companies licensed in Oklahoma with an A.M. Best rating of A-VII or better. MTTA shall provide certified, true and exact copies of all insurance policies required, on a timely basis, if requested. In addition, each insurer who issues a certificate of insurance is obligated to provide a copy of the policy upon request.

4. Advertising

Offeror agrees not to use the existence of this contract or the name of MTTA as a part of any commercial advertising without the prior written approval of MTTA's General Manager or designee.

5. Compliance with Oklahoma Taxpayer and Citizen Protection Act

Contractor agrees that it will comply with all provisions of the Oklahoma Taxpayer and Citizen Protection Act of 2007 ("OTCPA"), including the requirement set forth in 25 O.S. §1313 to register and participate in the Status Verification System, as defined in that statute, to verify the work eligibility status of all new employees employed in the State of Oklahoma. Contractor agrees to defend, indemnify and hold MTTA harmless from any and all claims, penalties, fines, damages and any other liability or cost to MTTA arising from Contractor's failure to comply with this paragraph or the provisions of the OTCPA.



SECTION III FEDERAL TERMS AND CONDITIONS

1. ENERGY CONSERVATION REQUIREMENTS 42 U.S.C. 6321 et seq. 49 CFR Part 18

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.

2. ACCESS TO RECORDS AND REPORTS 49 U.S.C. 5325 18 CFR 18.36 (i) 49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

(1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

(3) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(5) FTA does not require the inclusion of these requirements in subcontracts.



3. FEDERAL CHANGES 49 CFR Part 18

Federal Changes - 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 Purchaser 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.

4. RECYCLED PRODUCTS 42 U.S.C. 6962 40 CFR Part 247 Executive Order 12873

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

5. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq. 49 CFR Part 31 18 U.S.C. 1001 49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to 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.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.



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

7. TERMINATION

49 U.S.C. Part 18 FTA Circular 4220.1E

(1) Termination for Convenience (General Provision) MTTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government'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 MTTA to be paid the Contractor. If the Contractor has any property in its possession belonging to MTTA, the Contractor will account for the same, and dispose of it in the manner MTTA directs.

(2) Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, MTTA may terminate this contract for default. MTTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of MTTA.

(3) Opportunity to Cure (General Provision) MTTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] 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 MTTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from MTTA setting forth the nature of said breach or default, MTTA 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 MTTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(4) Waiver of Remedies for any Breach In the event that MTTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by MTTA shall not limit MTTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

8. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to



comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by MTTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to MTTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000 42 U.S.C. § 6102, 42 U.S.C. § 12112 42 U.S.C. § 12132, 49 U.S.C. § 5332 29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply **with any implementing** requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment



Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

10. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18 FTA Circular 4220.1E

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the MTTA Administrator of Grants and Procurement. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Grant and Procurement Administrator. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Grants and Procurement Administrator shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by MTTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the MTTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Oklahoma.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the MTTA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

11. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 3%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and



administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as {insert agency name} deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from MTTA. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by MTTA and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

e. The contractor must promptly notify MTTA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MTTA

12. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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 4220.1E, 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 Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MTTA requests which would cause MTTA to be in violation of the FTA terms and conditions.

13. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.



SECTION IV STATEMENT OF WORK

1. BACKGROUND

The Metropolitan Tulsa Transit Authority (MTTA) is a tax-exempt public trust engaged in the business of providing mass public bus transportation for the city of Tulsa and surrounding communities. Currently MTTA is undertaking a project to upgrade technology in order to improve information services to our bus riders. The project includes the development of a new website, which will link to other online systems for trip planning and bus tracking. The primary users of this site will be individual residents, public agencies and private entities in the Tulsa Metropolitan area that have an interest in public bus transportation. In addition, MTTA desires the capability to view the location and status of its vehicles for security reasons, and to improve the efficiency of its processes and operations.

2. GENERAL SCOPE OF SERVICES

The contractor will provide an internet based GPS tracking system for approximately 56 fixed route buses. The precise quantity of vehicles will be determined at the time of contract award as the fleet size can vary slightly. The following products and services related to the implementation of a GPS tracking system must be provided:

- Vehicle installed GPS equipment
- Software required for implementation and operation
- Installation of all equipment and software
- Maintenance and support services
- Project management services
- Warranty services
- Training – operations and maintenance

3. REQUIREMENTS AND FEATURES

- The system must be internet based
- Must have the ability to support multiple (unlimited or a large number) of users at any one time
- Must have the ability to track by individual vehicle and by fleet (20+ fleets are envisioned)
- Must have a mobile application available or in development.
- Must allow for public read-only access on a computer or handheld device with minimal modification to the system/software.
- Must be based on a currently available system with minimal modification for this application
- System and feature growth potential is desirable
- Integration with other MTTA systems (Trapeze Trip Planner) is not required.

4. DELIVERABLES

Deliverables will include:

- Installed GPS Tracking Systems for the fixed route fleet buses.
- Other hardware or software required for implementation.
- Software modifications if required to meet requirements.



SECTION V
CERTIFICATIONS AND REPRESENTATIONS

The following certifications and representations are required to be submitted as part of the proposal package.

1. Certification Regarding Comptroller General's List of Ineligible Proposers
2. Certification Regarding Undocumented Workers



CERTIFICATION REGARDING UNDOCUMENTED WORKERS

Executive Order 481 applies to all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established. As it is the policy of the Executive Branch to prohibit the use of undocumented workers in connection with the performance of state contracts, all contracts entered into after February 23, 2010 require that contractors, as a condition of receiving Commonwealth funds under any Executive Branch contract, make the following certification:

CONTRACTOR CERTIFICATION:

As evidenced by the signature of the Contractor's Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of all Executive Branch contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

Contractor Authorizing Signature

Print Name

Title: _____

Date: _____



**SECTION VI
PROPOSAL FORMS**

In addition to the federal certifications and representations that are required to be submitted with the proposal. The following additional forms shall be included.

- 1.0 Price Proposal Form
- 2.0 DBE Qualification Form
- 3.0 Statement of Bidder's / Proposer's Qualifications
- 4.0 Reference List
- 5.0 Authorization for Information

(Balance of page intentionally left blank)



1.0 Price Proposal Form (Page 1 of 2)

Implementation of a GPS Vehicle Tracking System

One Time (Nonrecurring) Charges

List each item and price

| Item | Total One Time Price |
|----------------------|----------------------|
| Equipment Purchase | |
| Software Purchase | |
| Engineering / Design | |
| Other (Describe) | |
| Training | |
| Other (Describe) | |

Monthly (Recurring) Charges

List each item and price

| Item | Term | Monthly Price |
|-----------------------------------|------|---------------|
| GPS Tracking Service/Subscription | | |
| Equipment Rental | | |
| Other | | |
| | | |
| | | |
| | | |



1.0 Price Proposal Form (Page 2 of 2)

The undersigned Proposer hereby submits to MTTA this proposal for implementation of a GPS Vehicle Tracking System.

Proposer: _____ (Name of Company)

By _____ (Authorized Signature)

_____ (Title)

Date _____

Proposer Declaration:

1. That proposer has carefully read and fully understands the full scope of the Specifications.
2. That proposer has the capability to successfully undertake and complete the responsibilities and obligations in said Specifications.
3. That this proposal may be withdrawn by requesting such withdrawal in writing at any time prior to proposal opening, but may not be withdrawn after proposal opening date and time.
4. That the MTTA reserves the right to award or reject any or all proposals and to accept that proposal which will, in its opinion, best serve the public interest. MTTA reserves the right to waive any technicalities and formalities in the Proposal/Bidding.
5. I acknowledge receipt of addenda number(s)

Addenda # 1 Date _____ Initialed _____

Addenda # 2 Date _____ Initialed _____

Addenda # 3 Date _____ Initialed _____

Addenda # 4 Date _____ Initialed _____



2.0 DBE QUALIFICATION FORM

___ Is your firm certified as a DBE with the Oklahoma Department of Transportation (ODOT).

Does your firm meet the following requirements to qualify as a DBE under the DOT DBE program:

___ Disadvantaged owners are U. S. citizens or legal permanent residents.

___ Firm's annual gross income does NOT exceed \$17,20 million (averaged over 3 years).

___ Firm is at least 51% owned and controlled by socially and economically disadvantaged individuals.

___ Firm meets SBA small business size in the primary industry group (13 CFR part 121).

___ Firms owned by ANC's Indian Tribes, and Native Hawaiian Organizations, meet the small business size requirements and are controlled by socially and economically disadvantaged individuals.

___ Firms and owners meet the requirements of part 26 concerning licenses and credentials.

___ Firms must be for – profit.

___ Please check here if this does not apply to your company.

Contact Bettie McGraw at 918-560-5609 should you need information regarding DBE Certification.

Please complete the following information:

Firm Name _____

Authorized Signature _____

Title _____

Date _____



3.0 STATEMENT OF BIDDER'S/ PROPOSER'S QUALIFICATIONS (Page 1 of 2)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Should this page not be part of the bid/proposal packet, you're bid will be classified as not in compliance and may be disqualified. The questions may be answered on separate attached sheets. Bidder/Proposer may submit additional information he/she desires.

Name of Bid/Proposer _____

Permanent Main Office Address _____

Office Phone _____ Cell Phone _____

Fax Number _____ E-mail Address _____

When Organized _____

If a Corporation, where Incorporated _____

How many years have you been engaged in business under your present firm name? _____

List previous business names if any _____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a Contract Agreement? _____

If you answered yes to 9 or 10 above attach explanation.

Attach background and experience of the principal members of your organization, including the officers.



4.0 CUSTOMER REFERENCE LISTING

Vendor shall furnish the names, addresses, agreement, telephone numbers, length of services and size of fleet for a five organizations for which the vendor is currently furnishing or has in the past furnished service for.

Services must be for a minimum two- (2) continuous years.

1. COMPANY NAME _____
ADDRESS _____
REFERENCE _____
TELEPHONE NUMBER _____
LENGTH OF SERVICES _____
SIZE OF PROPERTY _____

2. COMPANY NAME _____
ADDRESS _____
REFERENCE _____
TELEPHONE NUMBER _____
LENGTH OF SERVICES _____
SIZE OF PROPERTY _____

3. COMPANY NAME _____
ADDRESS _____
REFERENCE _____
TELEPHONE NUMBER _____
LENGTH OF SERVICES _____
SIZE OF PROPERTY _____

4. COMPANY NAME _____
ADDRESS _____
REFERENCE _____
TELEPHONE NUMBER _____
LENGTH OF SERVICES _____
SIZE OF PROPERTY _____

5. COMPANY NAME _____
ADDRESS _____
REFERENCE _____
TELEPHONE NUMBER _____
LENGTH OF SERVICES _____
SIZE OF PROPERTY _____

