

# REQUEST FOR PROPOSALS 19-1902

---

CNG Fuel Station Maintenance

Jack Van Hooser

8/31/2018

# REQUEST FOR PROPOSALS #19-1902

## CNG Fuel Station Maintenance

---

### Contents

INTRODUCTION .....	1
I. INSTRUCTIONS TO PROPOSERS .....	2
1. PROPOSAL FORMAT .....	2
2. TERMS AND CONDITIONS .....	2
3. DUE DATE .....	2
4. CONTACT INFORMATION .....	2
5. PROPOSER’S NOTICE OF INTENT TO SUBMIT A PROPOSAL .....	2
6. AMENDMENTS TO THE REQUEST FOR PROPOSALS .....	3
7. ACCEPTANCE AND REJECTION .....	3
8. TIME FOR CONSIDERATION .....	3
9. PAYMENT TERMS .....	3
10. INFORMATION AND DESCRIPTIVE LITERATURE .....	4
11. CONFIDENTIALITY OF PROPOSALS .....	4
12. PRE-PROPOSAL CONFERENCE .....	4
13. PRICING / QUANTITY .....	4
14. SIGNATURE REQUIREMENTS FOR PROPOSAL DOCUMENTS .....	4
15. CONFLICTS OF INTEREST .....	4
16. POST AWARD .....	5
17. PROTEST PROCEDURES .....	5

<b>II. SCOPE OF WORK.....</b>	<b>6</b>
<b>PART IV - PROPOSAL FORMS .....</b>	<b>16</b>
<b>PART V – GENERAL TERMS.....</b>	<b>23</b>
<b>1. ASSIGNMENT.....</b>	<b>23</b>
<b>2. INSURANCE AND INDEMNITY .....</b>	<b>23</b>
<b>3. ADVERTISING .....</b>	<b>24</b>
<b>PART VI – FEDERAL TERMS AND CONDITIONS.....</b>	<b>25</b>
<b>PART VII – CERTIFICATIONS AND REPRESENTATIONS .....</b>	<b>34</b>

## INTRODUCTION

Sealed proposals shall be received by the Metropolitan Tulsa Transit Authority (Tulsa Transit), Attention Accounting & Grants Manager, at 510 S. Rockford, Tulsa, Oklahoma at or before **4:30PM Central Standard Time, Thursday, October 25, 2018** for **CNG Fuel Station Maintenance** as described in this Request For Proposal (RFP) document. Proposals received after the date and time specified above shall be considered late proposals and shall not be considered.

Tulsa Transit 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 Tulsa Transit, 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 to:

Metropolitan Tulsa Transit Authority  
ATTN: Jack Van Hooser,  
Accounting & Grants Manager  
510 S. Rockford,  
Tulsa, Oklahoma 74120

The anticipated schedule for selection of a Proposer is as follows:

<b>Request for Proposal Released</b>	<b>August 31, 2018</b>
<b>Advertisement</b>	<b>September 2, and September 9, 2018</b>
<b>Pre Proposal Meeting:</b> Tulsa Transit 510 S. Rockford Avenue Tulsa, OK 74120	<b>September 26, 2018, 9:00 A.M. CST</b>
<b>Deadline for Questions Regarding the RFP</b>	<b>October 11, 2018 at 4:30 P.M.</b>
<b>Proposals Due</b>	<b>October 25, 2018 at 4:30 P.M.</b>
<b>Interviews (if necessary)</b>	<b>Week of November 5, 2018</b>
<b>Best and Final Offers Requested (If Applicable)</b>	<b>November 14, 2018 at 4:30 P.M.</b>
<b>Contract Award</b>	<b>December 4, 2018 NOON</b>

# I. INSTRUCTIONS TO PROPOSERS

## 1. PROPOSAL FORMAT

Tulsa Transit requires six (6) copies of all documents, one (1) unbound original and five (5) copies. Each must be clearly labeled on the front sheet. An electronic copy is required and can be included on a CD or flash drive. Proposals shall be prepared on letter sized paper with tabbed or marked sections. 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 Tulsa Transit no later than **4:30PM Central Standard Time on October 25, 2018.**

## 4. CONTACT INFORMATION

If you have any questions or need additional information, contact Jack Van Hooser, Accounting & Grants Manager, at [jvhooser@tulsatransit.org](mailto:jvhooser@tulsatransit.org) or (918) 560-5609. Include the RFP number on the subject line of all email correspondence.

Proposers are encouraged to contact the Accounting & Grants Manager by email if there is anything in the specifications that would prevent you from submitting a proposal. Questions must be received no later than **4:30 PM Central Standard Time on October 11, 2018 at 4:30 P.M.**

## 5. PROPOSER'S NOTICE OF INTENT TO SUBMIT A PROPOSAL

Email the Accounting & Grants Manager 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 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 Tulsa Transit web site at [http://tulsatransit.org/about-Tulsa\\_Transit/procurements-and-dbe/](http://tulsatransit.org/about-Tulsa_Transit/procurements-and-dbe/). In addition, any proposer that has submitted a Notice of Intent to Submit a Proposal via email will be notified of any amendment by email. The proposer will be required to acknowledge receipt of all amendments as part of the proposal package.

## **7. ACCEPTANCE AND REJECTION**

Tulsa Transit reserves the right to reject any and all proposals, to waive any informality in proposals, and unless otherwise specified by the offer, 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. Tulsa Transit 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 Tulsa Transit to be pertinent or peculiar to the procurement in question.

## **8. TIME FOR CONSIDERATION**

The offer shall be valid for a minimum of 120 days from the date of proposal opening.

## **9. PAYMENT TERMS**

An invoice shall be rendered by the 10<sup>th</sup> of each month for services provided for the previous month. Following preliminary verification of the invoice, Tulsa Transit shall pay the Contractor within thirty (30) days from the date the invoice is received. Tulsa Transit may, at any time, conduct an audit of any and/or all records kept by Contractor for this service. Any overpayment uncovered in such an audit shall be charged against the Provider's future invoices.

## **DEVIATIONS FROM SPECIFICATIONS**

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

## **10. INFORMATION AND DESCRIPTIVE LITERATURE**

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

## **11. CONFIDENTIALITY OF PROPOSALS**

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

## **12. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference and facility review is scheduled for **September 26, 2018 at 9:00AM Central Standard Time**, in Tulsa Transit's Conference Room. Attendance is strongly encouraged for all proposers, but is not mandatory. You may register to attend the pre-proposal conference by contacting the Accounting & Grants Manager at (918) 560-5609 or [ivyhooser@tulsatransit.org](mailto:ivyhooser@tulsatransit.org).

## **13. PRICING / QUANTITY**

Pricing information is required in accordance with the Price Proposal Sheet included in this RFP. The term of this contract is for a total of about fifty-four (54) months with the initial period commencing on January 1, 2019, and expiring at the close of operations on June 30, 2024. Tulsa Transit may, at its option, and after agreement between Contractor and the Tulsa Transit Board, extend the period of this contract up to five (5) additional years, projected to end at the close of operations on December 31, 2029.

## **14. 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 must be attested / notarized. Failure to comply with the signature requirements may result in the proposal being rejected as non-responsive.

## **15. 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 Tulsa Transit or organizations that

may be substantially affected by Tulsa Transit 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.

## **16. POST AWARD**

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

The agency's evaluation of the proposer's proposal or bid, including any noted deficiencies or weaknesses.

- The overall evaluation summary, including rating for each evaluation criteria for the debriefed proposer.
- The overall ranking of all offers, when any ranking was developed by the agency during source selection.
- A summary of rationale for award.
- For acquisitions of commercial items, the make and model of the item to be delivered by the successful proposer.

## **17. PROTEST PROCEDURES**

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

## II. SCOPE OF WORK

### CNG Fuel Station Maintenance

#### 1. General

The Contractor shall provide proactive, scheduled, and emergency maintenance services for the entire CNG facility covered in this project. This includes providing all labor, parts, materials, replacement equipment, emergency fueling services, inspections and testing. All planned and unplanned CNG facility repair work shall be coordinated with MTTA Maintenance Department.

1. The contractor shall secure all required certifications and/or qualifications essential to the maintenance of the entire CNG system.
2. Contractor shall perform maintenance and inspection a minimum of once a week.
3. The Contractor shall respond remotely within one (1) hour of an emergency shutdown event and be onsite within three (3) hours of an emergency shutdown event.
4. Contractor service must be of such high quantity and quality so that all CNG vehicles will be fully fueled for operational rollout on any given morning during the contract. Contractor shall have the capability to remotely monitor the key compressor system variables such as flow, temperature and pressure with a laptop computer and remote alarm 24/7, 365 days a year.
5. An electronic and hard copy of the maintenance records shall be kept at the Facility site for MTTA's inspection and must be updated on a monthly basis. MTTA shall permit Contractor trained and certified O/M personnel and its approved vendor subcontractors to enter the compressor compound area and the fueling island area for O/M services.

At the end of the maintenance agreement, Contractor shall transfer the complete right or license of all software to MTTA. All additional electronic files and programs, equipment manuals, and the entire O/M record database shall also be transferred to MTTA.

## LIST OF CNG STATION EQUIPMENT

		Quantity
1	5-stage compressor – approximately 400 SCFM each w/ PLC controller	2
2	Single Tower Inlet Gas Dryer with Manual on-skid regeneration rated for more than 900scfm at 15 psig inlet pressure	1
3	Single-hose, time-fill post with standard “Staubli” nozzle for filling one vehicle at a time (configured for K-rail mounting)	45
4	Stand Alone Compressor PLC site controller - ½” or ¾” priority panel ESD arrangement for fast-fill system	1
5	ASME storage tank 3-Pak capable of storing 36,671scf Natural Gas at 5000 psig (contains 90dage of usage CNG)	1
6	Fast-fill dispenser – Dual hose transit/NGV1	1
7	350 KW Backup Generator	1
8	Defueling Panel	1

### Estimated DGE utilized per year

	Year 1	Year 2	Year 3	Year 4	Year 5
Volume	> 769k	> 819k	> 843k	> 860k	>893k

## 2. Types of Maintenance

There are three types of maintenance that the Contractor is required to perform.

1. Proactive maintenance, which is the daily monitoring, of CNG station systems including critical flow, temperature, pressure, vibrations, fugitive leaks, and false alarms. Electronic monitoring is an acceptable alternative to on-site inspection. This is necessary to minimize emergency shutdowns, which are unacceptable if more than 2 times per month unless caused by MTTA personnel negligence or abuse.
2. Scheduled maintenance is specific maintenance performed in conformance with manufacturer’s recommendations and industry best practices. Contractor shall develop a scheduled maintenance process per each manufacturer’s or vendor’s requirements and

perform all this maintenance on a timely basis. This is necessary to eliminate emergency shutdowns and catastrophic failures.

3. Emergency maintenance is unplanned service resulting from a system shutdown or failure causing the CNG station to not be fully operational. This is an unacceptable situation and is limited to 2 times per month after the third month of operation. Contractor shall provide MTTA a report of the emergency covering the resources required to fix the problem, the length of time the CNG station or compressor was shutdown, the cause, steps taken to fix the problem, and steps taken to prevent it from happening again. The Contractor shall locally store and maintain an adequate supply of critical spare parts, based on manufacturers' recommendations, for use in an emergency and the list must be approved by MTTA.

### **3. Maintenance Labor**

The Contractor is responsible for all operations and maintenance. Contractor personnel and subcontractors shall perform the actual on-site service and maintenance activities for MTTA's equipment.

All O/M activities performed by the Contractor will be done in accordance to Manufacturer's and vendor's manuals and instructions and in accordance with best industry standards. Any activity involved with the venting of gas or welding in the general vicinity of the CNG station shall be approved by MTTA. Contractor to review all work proactive, scheduled, and emergency maintenance being performed with the MTTA personnel prior to commencement.

The Contractor is responsible for recruiting and maintaining a staff of high quality, committed, dependable maintenance service personnel for performing the on-site work at the MTTA facility. These service personnel shall be trained and certified to work on CNG equipment and be OSHA certified. The Contractor is to provide names and qualifications of key personnel and any subcontractors assigned to the project in addition to primary contact person. Include a project organizational chart that clearly delineates communication/reporting relationships among the project staff, including subcontractors.

Each person shall meet the personal, technical, and experience requirements to perform CNG station maintenance work. Contractor shall provide certified compressor technician. MTTA and Contractor shall mutually agree on the minimum qualifications needed to perform maintenance service. MTTA shall approve Contractor pool of maintenance service personnel 2 weeks prior to execution of the Maintenance Agreement.

The Contractor is responsible for furnishing its personnel with vehicles, safety equipment, computers, hand tools, pagers, cell phones, general test equipment, gas detectors and

other equipment required to service a CNG station. Contractor service personnel shall wear all protection equipment necessary for the job such as but not limited to hard hat, goggles, and a yellow safety jacket or shirt while doing maintenance in the MTTA facility.

The Contractor's personnel will be required to check-in with the Maintenance Department each visit to the site and at check-out give a report of the service completed.

Contractor CNG Technicians to be available with on-call response leading to an onsite presence within 3 hours, 365 days per year for the duration of the maintenance agreement.

The Contractor is responsible for disposal of all unclassified liquid and solid waste from the CNG station O/M work.

#### **4. System Monitoring and Alarms**

The CNG station monitoring and alarm system must be operational at all times. Bypassing of alarms and shutdown systems will not be allowed without specific approval of MTTA. The monitoring and alarm system shall be tested monthly preferably during the morning during minimum fuel demand periods. The ESD system shall be tested monthly and reset. Contractor's monitoring system shall be capable of proactively troubleshooting and diagnosing CNG station failures remotely and dispatching technician support as needed.

#### **5. Fuel Dispensing Area**

The fueling panels, hoses, nozzles, and related fueling components shall be free from defects or wear, in good working order and free of detectable leaks. All valves, fittings, connections and joints in piping shall be leaked tested with a gas detector every three months. All leaks shall be immediately repaired. Contractor will not be responsible for equipment failures resulting from abuse or neglect by MTTA personnel.

#### **6. CNG Compressor Compound Area**

Each compressor and related controls, hardware, and associated CNG system equipment shall be free from defects or wear, in good working order and free of detectable leaks. Waste oil and other disposable liquids shall be stored in the proper containers and removed and emptied once per month in a safe and legal manner per MTTA's requirements.

#### **7. Record Keeping and System Monitoring**

Contractor shall provide a monthly report to MTTA for the CNG station.

## **8. Permits and Local Licenses**

The Contractor shall obtain and pay for all permits and licenses necessitated by his operations. Prior to starting any work, the Contractor will be required to have all certifications required by the State of Oklahoma and to maintain such certifications for the life of the contract. If required, the Contractor shall arrange and pay for site inspections related to permits and licenses.

## **9. Work Performance**

All work shall be completed in a competent manner according to industry best practices. All persons engaged in the work, including subcontractors, will be considered as employees of the Contractor. The Contractor will be held responsible for their work. MTTA will deal directly with and make all payments to the prime Contractor. The subcontracting of any or all of the work to be done will in no way relieve the Contractor of any part of responsibilities under the Contract.

### **Proposer Qualifications:**

The following are mandatory requirements for qualifying as a responsible proposer. A proposer that is found to not meet these qualification requirements may be determined to be non-responsive and its proposal rejected. The following table details which requirements proposers must meet for each project within this RFP:

1. Proof that the proposer's human and physical resources are sufficient to allow it to perform the contract as specified and to assure delivery of all products and equipment within the time specified by the contract. Please supply a list of all staff complete with a description of their role, relevant work experience, certifications and expertise, within your response. Please include a description of spare parts procurement and distribution system sufficient to support equipment maintenance without delays and a service organization with skills, experience and equipment sufficient to perform all work.
2. Evidence of satisfactory performance on at least three (3) past contracts of a similar nature.
  - a) Project name and description of services provided
  - b) Project location

- c) Size of project
- d) Completion date
- e) Customer name and contact information (be sure to include email address)

3. Proposers shall also include a list of organizations that they have contracted with for the last three (3) years with contact information that, at a minimum includes names, email addresses, and phone numbers, AND/OR any customers that have cancelled a contract in the last three (3) years and reason for cancellation.

4. Proposers must fully complete the included price proposal worksheet and all applicable forms/certifications to be considered responsive proposers. Failure to fully complete the price proposal worksheet will result in the proposer being classified as non-responsive.

5. Insurance Requirements:

A. Ability to obtain insurance with coverage values that meet minimum requirements evidenced by a letter from an underwriter confirming that the proposer can be insured for the amount required by MTTA.

B. Proposer agrees to obtain, maintain and pay the premiums for the following types and amounts of insurance coverage for the entire term of the contract to insure against liabilities, claims, losses, or damages resulting from work required by the contract documents:

a) Workers' Compensation Insurance as required by the State of Oklahoma and endorsed to include Broad Form All States Coverage, which shall cover all proposer employees engaged in the performance of the work; and Employer's Liability with limits of not less than \$1,000,000 each accident; \$1,000,000 each employee by disease and \$1,000,000 policy limit by disease;

b) Business Automobile Liability Insurance covering claims for Bodily Injury or Property Damage, including onsite and off-site operations, and including owned, non-owned and hired vehicles with at least a \$1,000,000 combined single limit of liability;

c) Commercial General Liability Insurance covering claims that the proposer or any of its employees, agents or sub-proposers become legally obligated to pay as damages due to Bodily Injury or Property Damage with limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall include Products/Completed Operations; Contractual Liability; Personal Injury Liability and Broad Form

Property Damage. If insurance is written on a claims-made form, coverage shall continue for a period of not less than 3 years following termination of this contract. Coverage shall also provide for a retroactive date of placement prior to the effective date of the contract.

d) Umbrella Liability Insurance for an amount of not less than \$5,000,000 per occurrence and in the aggregate that follows form and applies excess of the primary coverage stated in a, b & c above.

1. The proposer shall require its sub-proposers, if any, to obtain an amount of insurance coverage which is deemed adequate by the proposer. The sub-proposers, prior to commencing any of the work, shall submit certificates evidencing such insurance coverage to the proposer.
2. The certificates of insurance will specify that the insurer will endeavor to provide a 30 day written notice to MTTA of cancellation of such insurance. Coverage provided is primary and is not in excess of or contributing with any insurance or self-insurance maintained by MTTA.
3. The policies listed in (1) and (3) above will name MTTA as an Additional Insured. Proposer will supply proper certificates of insurance to MTTA prior to the commencement of the agreement and will furnish to MTTA certificates of insurance annually thereafter for the term of the agreement.
4. All such insurance as indicated above shall be provided by insurance companies having a Best's rating of not less than AVIII.

### **Basis of Award**

Any contract resulting from this RFP will be awarded to that firm whose proposal is deemed by MTTA to be qualified considering the evaluation criteria stated above, and provides MTTA with the **best value** among those considered technically acceptable.

"Best Value" will be determined solely by MTTA.

MTTA reserves the right to meet or communicate with any proposer to clarify the responsiveness of its proposal and the responsibility of the proposer's organization and its sub-proposers, in order to ascertain technical acceptability.

---

The following scoring criteria will be used to assist MTTA in making its final decisions regarding the contract award recommendations associated with this RFP:

**1) Project Cost – 35%**

MTTA desires to satisfy the RFP requirements on a timely basis and will consider costs between suppliers along with the value added services that are provided.

**2) References/Contractor Qualifications – 30%**

This will be based upon the supplier's ability to meet requirements for qualifying as a responsible supplier. MTTA will call the references listed by the supplier and may also call references not listed by the supplier to verify the satisfaction of the supplier's past customers.

**3) Overall Value – 20%**

MTTA will assess all supplier attributes, both tangible and intangible, to determine which proposal gives MTTA the best overall value in terms of:

- Reliability
- Scheduling
- Sustainability
- Coordination with MTTA
- Options provided to MTTA
- Other factors identified during the RFP process that may become relevant

**4) CNG Expertise/Knowledge – 15%**

This will be based upon the supplier's specific knowledge of CNG Fleet Operator's needs.

**Bonus Points**

**Disadvantaged Business Enterprise**

The proposer will be awarded up to ten (10) bonus points for Oklahoma Certified DBE participation.

**Appendix A**  
**MTTA's projected 5-year CNG fuel usage**

		Total
1	FY19 (11 additional vehicles)	99,500
2	FY20 (6 additional vehicles)	106,000
3	FY21 (3 additional vehicles)	109,100
4	FY22 (2 additional vehicle)	111,200
5	FY23 (4 additional vehicles)	115,500
		541,300

Calculated in Dekatherms.

Currently the fleet of vehicles using CNG for its fuel needs are 42 twenty three foot Low Floor Lift Vehicles and 36 thirty five and forty foot Low Floor Fixed Route buses. The Lift Vehicles are all CNG fueled and this number is not expected to increase. The FY18 CNG usage was 88,364 Dekatherms.

The fixed route buses (35' and 40') vehicles are not all CNG fueled. There are still 26 Fixed Route vehicles that are currently running Diesel fuel. As these vehicles are retired and new vehicles purchased to replace them, all new vehicles will be fueled with CNG fuel. The estimates listed above represent our best estimate of usage based on increasing the number of vehicles to be purchased that run on CNG fuel.

**ESTIMATED MONTHLY VOLUMES TO BE USED FOR COST OF GAS SUPPLY**

**ONG ACCOUNT NUMBERS (used to access MTTA's historical volumes for cost of gas) if needed**

	ONG ACCT #211005548 2536712 82	ONG ACCT #210097439 1093047 00	ONG ACCT#	
MONTH	(volume in dekatherms)			TOTAL
JAN				
FEB				
MAR				
APR				
MAY				
JUN				
JUL				
AUG				
SEP				
OCT				
NOV				
DEC				
TOTAL				

## **PART IV - 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 Proposer's Qualifications

4.0 Authorization for Information

**1. PRICE PROPOSAL FORM**

	CNG fueling station service & maintenance cost	Quantity	Cost Per Unit	Total Cost
	Maintenance equipment and parts:			\$
FY19				
FY20				
FY21				
FY22				
FY23				
	Additional Option Years for Maintenance equipment & Parts			
FY24				
FY25				
FY26				
FY27				
FY28				

Proposer: \_\_\_\_\_

(Name of Company)

By \_\_\_\_\_

(Print Name)

(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).

NOTE: If there are more than four addenda please write in, date and initial below.

Addenda # 1 Date \_\_\_\_\_ Initialed \_\_\_\_\_

Addenda # 2 Date \_\_\_\_\_ Initialed \_\_\_\_\_

Addenda # 3 Date \_\_\_\_\_ Initialed \_\_\_\_\_

Addenda # 4 Date \_\_\_\_\_ Initialed \_\_\_\_\_

## 2. 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 Liann Alfaro at [lalfaro@tulsatransit.org](mailto:lalfaro@tulsatransit.org) should you need information regarding DBE Certification.

Please print the following information:

Firm Name \_\_\_\_\_

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

Title \_\_\_\_\_

Date \_\_\_\_\_

### 3. STATEMENT OF 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. Proposer may submit additional information he/she desires.

1. Name of Bid/Proposer \_\_\_\_\_
2. Permanent Main Office Address \_\_\_\_\_
3. Office Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_
4. Fax Number \_\_\_\_\_ E-mail Address \_\_\_\_\_
5. When Organized \_\_\_\_\_
6. If a Corporation, where Incorporated \_\_\_\_\_
7. How many years have you been engaged in business under your present firm or trade name? \_\_\_\_\_
8. List previous business names, if any \_\_\_\_\_
9. Have you ever failed to complete any work awarded to you? \_\_\_\_\_
10. Have you ever defaulted on a Contract Agreement? \_\_\_\_\_
11. If you answered yes to 9 or 10 above attach explanation.
12. Attach background and experience of the principal members of your organization, including the officers.
13. DUNS # \_\_\_\_\_ Provide D&B report or other statement of credit.

**Proposer may submit any additional information he/she desires.**

**STATEMENT OF PROPOSER'S QUALIFICATIONS (Page 2 of 2)**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Being duly sworn deposes and says that he/she is \_\_\_\_\_ (Title)  
and that the answers to the foregoing questions and all statements therein contained are true  
and correct.

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

Name of Corporation or Firm: \_\_\_\_\_

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

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

Notary Number \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**4. AUTHORIZATION FOR INFORMATION**

The undersigned hereby authorized and requests any person, firm, or corporation to furnish any information requested by Tulsa Transit in verification of the recitals comprising this Statement of Proposer's Qualifications that I, being duly sworn deposes and says that the answers to the foregoing questions and all statements contained and true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

Name of Corporation or Firm: \_\_\_\_\_

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

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

Notary Number \_\_\_\_\_

My Commission Expires \_\_\_\_\_

## **PART V – GENERAL TERMS**

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

### **1. ASSIGNMENT**

A. The successful proposer may not assign or subcontract its rights or obligations under the contract without prior written permission of Tulsa Transit, and no such assignment or subcontract will be effective until approved in writing by Tulsa Transit.

B. Tulsa Transit reserves the right to assign all or a portion of this contract to any other agency and/or governmental entity, or a Contractor of Tulsa Transit.

### **2. INSURANCE AND INDEMNITY**

#### **A. General Requirements**

Contractor shall purchase and maintain throughout the contract period the following insurance, at, its own expense, and shall meet all Oklahoma requirements regarding proof of coverage. Certificates of insurance, with all additional insurers named, must be received by Tulsa Transit at least two weeks before service start-up. Certificates shall be standard industry forms, such as ACORD, or in the form included in these specifications. No less than thirty (30) days prior written notice shall be given to Tulsa Transit 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 Proposer shall take immediate steps to have the full amount of the limits appearing on the certificate reinstated.

#### **B. Worker's Compensation**

Contractor shall provide proof of Oklahoma Worker's Compensation insurance coverage covering all employees working on this project prior to contract execution.

#### **C. Minimum Limits of Insurance**

1) Contractor, including subcontractors, shall maintain insurance coverage of the types and with limits no less than the following:

- a. General Liability: \$15,000,000 per occurrence and in the aggregate. (Including operations, products and completed operations.)
  - b. Errors and Omissions: \$5,000,000 per occurrence.
  - c. Automobile Liability: \$5,000,000 per accident for bodily injury and property damage.
  - d. Physical Damage coverage for all property damage to Tulsa Transit vehicles when located at the CNG Fuel Station, whether owned or non-owned, for the entire period of this contract.
- 2) MTTA will be listed as an additional insured. MTTA will be notified within 10 days of insurance cancellations. Finally, CONTRACTOR shall ensure that its subcontractors (to the extent subcontractors are allowed pursuant to this Agreement) carry the insurance coverage as above.

**D. Deductibles and Self-Insured Retentions**

- 1) Any deductibles or self-insured retentions must be declared and approved in advance by Tulsa Transit.
- 2) The Contractor shall provide a financial guarantee satisfactory to Tulsa Transit guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**E. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Tulsa Transit. This is only a recommendation. Tulsa Transit may decide to accept an insurer with a rating of less than A:VII depending on various circumstances.

**3. ADVERTISING**

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

## **PART VI – FEDERAL TERMS AND CONDITIONS**

The following terms and conditions apply to this procurement

### **1. FLY AMERICA REQUIREMENTS**

**49 U.S.C. § 40118**

**41 CFR Part 301-10**

#### **Fly America Requirements**

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of federal funds and their Contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

### **2. 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.

### **3. CLEAN WATER REQUIREMENTS**

**33 U.S.C. 1251**

#### **Clean Water**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### 4. 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 sub grantee 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 sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Proposer 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 Proposer 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.

#### 5. 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.

## **6. CLEAN AIR**

**42 U.S.C. 7401 et seq 40 CFR 15.61 49 CFR Part 18**

### **Clean Air**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## **7. 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.

## **8. 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 Sub-Contractor who will be subject to its provisions.

## **9. 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 Sub-Contractor who will be subject to the provisions.

## **10. TERMINATION**

### **49 U.S.C. Part 18 FTA Circular 4220.1F**

(1) Termination for Convenience (General Provision): The (Recipient) 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 (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) 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, the (Recipient) may terminate this contract for default. The (Recipient) 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 the Recipient.

(3) Opportunity to Cure (General Provision): The Recipient, 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 (Recipient)'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 (Recipient) setting forth the nature of said breach or default, (Recipient) 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 (Recipient) 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 (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

## **11. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

### **Suspension and Debarment**

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 Tulsa Transit. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Tulsa Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 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.

## **12. 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.

### **13. BREACHES AND DISPUTE RESOLUTION**

#### **49 CFR Part 18 FTA Circular 4220.1F**

**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 Tulsa Transit 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 Accounting & Grants Manager. 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 Accounting & Grants Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by Tulsa Transit, 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 therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Tulsa Transit 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 thereunder, 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 Tulsa Transit 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 thereunder, except as may be specifically agreed in writing.

#### **14. 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 1%. 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 Tulsa Transit deems appropriate. Each subcontract the Contractor signs with a Sub-Contractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

c. The successful bidder/proposer 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 Sub-Contractors performing work related to this contract for satisfactory performance of that work no later than 15 days after the Contractor's receipt of payment for that work from Tulsa Transit. In addition, the Contractor is required to return any retainage payments to those Sub-Contractors within 20 days after the subcontractor's work is satisfactorily completed. Should payment not be rendered in a timely manner, Tulsa Transit shall hold an informal hearing, where the contractor and subcontractor, meet with representatives from Tulsa Transit. After hearing from both parties, a decision will be rendered within five days, detailing the consequences sanctions, which shall be consistent with the non-compliant issue, which could, if warranted, included termination for default or convenience. The contractor officer shall work with the DBELO and Administrator of Grants and Procurement, and other representatives as necessary. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Tulsa Transit. The clause applies to both DBE and non-DBE subcontracts.

e. The Contractor must promptly notify Tulsa Transit, whenever a DBE Sub-Contractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE

Sub-Contractor to perform at least the same amount of work. The Contractor may not terminate any DBE Sub-Contractor and perform that work through its own forces or those of an affiliate without prior written consent of Tulsa Transit.

#### **15. 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 4220.1F, 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 Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

#### **16. IMMIGRATION**

Any contract awarded by Tulsa Transit will require Contractor to comply with Citizen Protection Act 2010. This act provides: 1. After July 1, 2010, no public employer shall enter into a contract for the physical performance of services within this state unless the Contractor registers and participates in the Status Verification System to verify the work eligibility status of all new employees. 2. After July 1, 2010, no Contractor or Sub-Contractor who enters into a contract with a public employer shall enter into such a contract or subcontract in connection with the physical performance of services within this state unless the Contractor or Sub-Contractor registers and participates in the Status Verification System to verify information of all new employees.

The act defines a status verification system as 1. "Status Verification System" means an electronic system operated by the federal government, through which an authorized official of an agency of the State of Oklahoma or of a political subdivision therein may make an inquiry, by exercise of authority delegated pursuant to Section 1373 of Title 8 of the United States Code, to verify or ascertain the citizenship or immigration status of any individual within the jurisdiction of the agency for any purpose authorized by Section 7 of this act. The Status Verification System shall be deemed to include: a. the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, P.L. 104-208, Division C, Section 403(a); 8 U.S.C., Section 1324a, and operated by the United States Department of Homeland Security, known as the Basic Pilot Program, b. any equivalent federal program designated by the United States Department of Homeland Security or any other federal agency authorized to verify the work eligibility status of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603, c. any other independent, third-party system with an equal or higher degree of reliability as the programs, systems, or processes described in this paragraph, or d. the Social Security Number Verification Service, or such similar online verification process implemented by the United States Social Security Administration; 2. "Public employer" means every department, agency, or instrumentality of the state or a political subdivision of the state; 3. "Sub-Contractor" means a Sub-Contractor, contract employee, staffing agency, or any Contractor regardless of its tier; and 4. "Unauthorized alien" means an alien as defined in Section 1324a(h)(3) of Title 8 of the United States Code.

#### **17. LOBBYING**

31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20 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. § 1401, et seq.] Proposers who apply or Proposal 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 Tulsa Transit, 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.

#### **18. SPECIAL NOTIFICATION REQUIREMENTS FOR STATES.**

To the extent required by Federal law, the State agrees that, in administering any Federal assistance Program or Project supported by the underlying Grant Agreement or Cooperative Agreement, any request for proposals, solicitation, grant application, form, notification, press release, or other publication involving the distribution of Federal assistance for the Program or the Project shall indicate that FTA is the Federal agency that is providing the Federal assistance, the Catalog of Federal Domestic Assistance Number of the program from which the Federal assistance is authorized, as applicable, and the amount provided

## **PART VII – 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. Anti-Collusion Affidavit
3. Program Fraud and False or Fraudulent Statements and Related Acts
4. Fly America Requirements
5. Energy Conservation Requirements
6. Clean Water Requirements
7. Lobbying Certification
8. Federal Changes
9. No Government Obligation to Third Parties
10. Contractor Debarment Certification
11. Contractor Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transaction
12. Civil Rights Requirements
13. Breaches and Disputes Resolution
14. Incorporation of Federal Transit Administration (FTA) Terms
15. Certificate of Non-Discrimination
16. Immigration



**2. ANTI-COLLUSION AFFIDAVIT (Page 1 of 2)**

This Proposal will not be considered unless this form has been fully completed and signed by the Proposer or Proposer's Authorized Agent, and notarized, dated and completed by a Notary Public. The following affidavit is submitted by or on behalf of the Proposer as a part of this Proposal:

The undersigned of lawful age, being first duly sworn on oath, says:

The undersigned is the Proposer or the duly authorized agent of the Proposer submitting the Proposal which is attached to this statement, for the purpose of certifying the facts pertaining to the non-existence of collusion among Proposer and between Proposer and City, or Trust officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any Contract Agreement pursuant to the Proposal to which this statement is attached;

The undersigned is fully aware of the facts and circumstances surrounding the making of the Proposal to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Proposal; and

Neither the Proposer nor anyone subject to the Proposer's direction or control has been a party:

- a. to any collusion among Proposer in restraint of freedom of competition by agreement to Proposal at a fixed price, or to refrain from Proposing;
- b. to any collusion with any City, or Trust official, agent, or employee as to quantity, quality or price in the prospective Contract Agreement, or as to any other terms of such prospective Contract Agreement; nor in any discussion between Proposer and any City or Trust official, agent or employee concerning exchange of money or other thing(s) of value for special consideration in the letting of a Contract Agreement.

\_\_\_\_\_  
Name of Individual, Partnership or Corporation

\_\_\_\_\_  
Signature of Proposer or Proposer's Authorized Agent

State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

Notary Number \_\_\_\_\_

My Commission expires \_\_\_\_\_

\_\_\_\_\_

### 3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Proposer 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 proposal, the Proposer 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 Proposer 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 Proposer to the extent the Federal Government deems appropriate.

(2) The Proposer 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 Tulsa Transit of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 16 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Proposer, to the extent the Federal Government deems appropriate.

(3) The Proposer 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 Sub-Contractor who will be subject to the provisions.

The Proposer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of the above regulations and apply to this certification and disclosure, if any.

---

Company Name

---

Signature

---

Title

---

Date

#### 4. FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their Contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act.

---

Company Name

---

Signature

---

Title

---

Date

**5. ENERGY CONSERVATION REQUIREMENTS**

**42 U.S.C. 6321 et seq. 49 CFR Part 16**

Energy Conservation - The Proposer 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.

---

Company Name

---

Signature

---

Title

---

Date

## 6. CLEAN WATER REQUIREMENTS

### 33 U. S. C. 1251

The Proposer agrees to comply with mandatory standards and policies relating to clean water, which are contained in the Federal Water Pollution Control Act Issued in compliance with the EPA Office.

---

Company Name

---

Signature

---

Title

---

Date

**7. CERTIFICATION LOBBYING - APPENDIX A, 49 CFR PART 20**

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(To be submitted with each offer exceeding \$100,000)*

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Tulsa Transit, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any Tulsa Transit, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1213 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1401, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub contracts, sub grants, and contracts under *grants, loans, and cooperative agreements*), and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Proposer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Company Name	Signature
Title	Date

## 8. FEDERAL CHANGES

### 49 CFR Part 18

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.

---

Company Name

---

Signature

---

Title

---

Date

**9. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

(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 Sub-Contractor who will be subject to its provisions.

---

Company Name

---

Signature

---

Title

---

Date

**10. CONTRACTOR DEBARMENT CERTIFICATION**

*(To be submitted with each bid or offer exceeding \$25,000.)*

The certification in this clause is a material representation of fact relied upon by Tulsa Transit. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Tulsa Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 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.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Company

\_\_\_\_\_

Date

State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

Notary Number \_\_\_\_\_

My Commission Expires \_\_\_\_\_

\_\_\_\_\_

**11. CONTRACTOR REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION**

The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R § 29.105 (p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective lower tier participant (Bidder/Contractor) is unable to certify to the statements in this certification, such prospective participant (Bidder/Contractor shall attach an explanation to this bid/proposal.

Check if applicable

The lower tier participant (Bidder/Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Company

\_\_\_\_\_

Date

State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

Notary Number \_\_\_\_\_

My Commission Expires \_\_\_\_\_

\_\_\_\_\_

## 12. CIVIL RIGHTS REQUIREMENTS (Page 1 of 2)

**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.**

(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.

---

Company Name

---

Signature

---

Title

---

Date

### 13. BREACHES AND DISPUTE RESOLUTION

#### 49 CFR Part 18, FTA Circular 4220.1F

**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 authorized representative of Tulsa Transit. 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 Tulsa Transit. 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 Tulsa Transit shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by Tulsa Transit, 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 therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Tulsa Transit 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 in which the Tulsa Transit is located.

**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Tulsa Transit 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 thereunder, except as may be specifically agreed in writing.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**14. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

**FTA Circular 4220.1F**

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

---

Company Name

---

Signature

---

Title

---

Date

**15. CERTIFICATE OF NON-DISCRIMINATION**

In connection with the performance of work under this Contract Agreement, the proposer agrees as follows:

A. The proposer agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, ancestry or disability. The proposer shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, age, national origin, ancestry or disability, as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, or pay or other forms of compensation and selection for training, including apprenticeship. The proposer and any Sub-Contractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of The City of Tulsa setting forth the provisions of this section.

B. In the event of the proposer's non-compliance with this Non-discrimination Clause, the Contract Agreement may be canceled or terminated by the Metropolitan Tulsa Transit Authority (Tulsa Transit) Board of Trustees. The proposer may be declared ineligible by the Board of Trustees for further contracts with Tulsa Transit until satisfactory proof of intent to comply shall be made by the proposer and/or Sub-Contractor(s).

C. The proposer agrees to include the requirements of this Non-Discrimination Certificate in any subcontracts connected with the performance of this Contract Agreement.

I have read the above clause and agree to Proposal by its requirements.

\_\_\_\_\_ Attest:(Corporate Seal)

Name of Corporation or Firm

\_\_\_\_\_

Signature of Proposer or Proposer's Authorized Agent

If Proposer's company is not incorporated, no corporate seal is required; however, the following statement must be executed.

State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

Notary Number \_\_\_\_\_

My Commission Expires \_\_\_\_\_

## 16. IMMIGRATION INSTRUCTIONS

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.

---

Date

---

Contractor

---

Contractor Authorizing Signature

---

Print Name

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

Fax: \_\_\_\_\_ Email: \_\_\_\_\_