

REQUEST FOR PROPOSALS #18-1801

Vending Services

Sealed proposals shall be received by the Metropolitan Tulsa Transit Authority (MTTA), Accounting & Grants Manager, at 510 S. Rockford, Tulsa, Oklahoma 74120, **at or before 4:30PM CST, Friday, July 21, 2017** for **Vending Services** as described in this Request for Proposal document. Proposals received after the date and time specified above shall be considered late proposals and shall not be considered. MTTA is requesting proposals from qualified firms to perform Vending services for the administrative and maintenance buildings located at 510 S. Rockford, the Tulsa Transit Call Center located at 1403 E. 5th Court, the Denver Avenue Station located at 319 S. Cheyenne, and the Memorial Midtown Station at 7952 East 33rd Street (33rd and Memorial).

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, City of Tulsa, 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
jvhooser@tulsatransit.org

Project Schedule

RFP RELEASE	June 30, 2017
LAST DAY TO SUBMIT QUESTIONS AND APPROVED EQUALS	July 14, 2017 @ 4:30 PM CST
PROPOSALS DUE	July 21, 2017 @ 4:30 PM CST
CONTRACT AWARD	July 31, 2017 12 PM

SECTION I

INSTRUCTIONS TO PROPOSERS

1. Proposal Format

MTTA requires three copies of all documents, one unbound original and two copies. 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 4:30PM Central Standard Time on **July 21, 2017**.

4. Contact Information

Send information requests by email to: jyhooser@tulsatransit.org, or by phone at 918-560-5609. Include the RFP number on the subject line. 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.

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

Proposers may email the Accounting & Grants Manager indicating intent to submit a proposal. Include the RFP number on the subject line of the email. You will receive an email response indicating the 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 www.tulsatransit.org. 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 the receipt of all amendments as part of the proposal package.

7. Acceptance and Rejection

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 final inspection 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 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 therefore. 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 the MTTA.

12. 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 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. Questions and Clarifications

It is requested that all questions and requests for clarification be submitted in writing via email or fax. A copy of all written questions and answers will be provided to all proposers. Proposers may check the MTTA website or contact the MTTA Accounting & Grants Manager to check for any schedule updates. **The final date for submittal of questions is July 14, 2017.**

15. Examination of Documents and Work Sites

Proposers should carefully examine documents and/or worksites to fully acquaint themselves with the condition, size, and any other relevant features. For worksite information please contact the Procurements Administrator.

16. Pricing / Quantity

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

17. Bid Security

For any proposals in an amount exceeding \$100,000, a Bid Bond must be issued by a fully qualified surety company acceptable to MTTA and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

18. Negotiations

MTTA may negotiate if deemed necessary, and will determine the scope and subject of any negotiations. However, the Proposer should not assume that MTTA will negotiate to give the Proposer an opportunity to strengthen its proposal. Therefore, the Proposer 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 Proposer's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Proposer 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.

19. 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.

20. Proposal 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 proposer whose proposal is most advantageous to MTTA with price and all other factors considered. **It is the responsibility of the proposer to include sufficient information in order**

that MTTA may evaluate the proposal per the established criteria. The evaluation criteria for this RFP are as follows:

1. Proposed total price. Weight = 65%
2. Relevant related experience. Weight = 15%
3. Past performance of the proposer on similar projects, as verified by references, particularly in regard to price, schedule and quality of work. Weight = 20%
4. The proposer will be offered up to 5 additional bonus points for Oklahoma Certified Disadvantaged Business Enterprise (DBE) participation.

21. Proof of Insurance

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

22. 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.

23. Post Award

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

- The agency's evaluation of the proposer's proposal or bid, including any note 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.

24. Protest Procedures

MTTA has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting MTTA's Accounting & Grants Manager. Any protest filed by a Proposer in connection with the RFP must be submitted in accordance with MTTA's written procedures.

SECTION II
SCOPE OF WORK

INTRODUCTION

Tulsa Transit is requesting proposals from qualified firms to provide Vending Services at the administrative and maintenance facilities at 510 S. Rockford, The Call Center & Lift building at 1403 E. 5th Court, the Denver Avenue Station, located downtown at 319 S. Denver Avenue, and the Memorial Midtown Station, located at 7952 E. 33rd Street. Tulsa Transit maintains the locations listed with approximately 176 Tulsa Transit employees and 65 lift vehicle employees. The two bus stations would include an unknown amount of customers that flow through the stations throughout the day and week.

VENDING SERVICES SCOPE OF WORK

This specification describes the requirements to provide Vending Services on a scheduled basis at the location or various locations as specified in the RFP. Tulsa Transit fully expects a high level of customer service to be provided by the contractor in the areas of responsiveness, cleanliness of machines, the appearance of the machines, and the products offered. Proposer shall provide a listing of all products offered, with a corresponding price list. In addition, Proposer may provide any description of incentive programs that Proposer has used and provide recommendations that fit Tulsa Transit’s situation.

During the past year commissions, based on the gross sales from existing vending machines, were received by the current vending contractor at most Tulsa Transit locations. These commissions were received from machines at all locations except for the Administration Complex. The decision has been made that commissions will only be received from the machines located at the Denver Avenue Station and the Memorial Midtown Station. The prices charged for products in the machines at the stations will be different from those charged at the Administration Complex and the Call Center & Lift Complex. All commission machines should have similar prices as should non-commission machines. It is also desired that a mix of products be offered.

LOCATIONS

The different locations to be serviced are listed below.

- | | | | |
|---|--------------------------------|-----------------------------|-----------------|
| 1 | Administration Complex | 510 S Rockford Ave, | Tulsa, OK 74120 |
| 2 | Call Center & Lift Complex | 1403 E. 5 th Ct. | Tulsa, OK 74120 |
| 3 | Denver Avenue Station (DAS) | 300 S Denver Ave (at 3rd) | Tulsa, OK 74103 |
| 4 | Midtown Memorial Station (MMS) | 33rd & Memorial Dr | Tulsa, OK 74133 |

Please note the Administration Complex includes the Administration Building and the Maintenance Facility, each containing an employee break room where vending machines will be located. The Call Center & Lift Complex has one shared break room. These machines are utilized by employees only, so the prices should be as inexpensive as possible for their benefit.

The DAS & MMS stations are high volume facilities. The gross receipts from the two stations for Tulsa Transit in FY17 was \$170,647.46.

CURRENT SETUP OF VENDING MACHINES BY LOCATION

Currently the vending machines are placed in the following locations.

1. Denver Avenue Station (DAS)

- a. Two soda machines
- b. One assorted juice and other type of drink machine
- c. One snack machine
- d. One change maker

2. Midtown Memorial Station (MMS)

- a. Two soda machines
- b. One snack machine

3. Call Center/Lift Facility

- a. One soda machine
- b. One snack machine

4. Administration Offices

- a. One soda machine
- b. One snack machine
- c. One sandwich/cold food machine
- d. One soda machine (maintenance building)
- e. One snack machine (maintenance building)



**SECTION III
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 / Proposer's Qualifications
- 4.0 Reference List
- 5.0 Authorization for Information



1. PRICE PROPOSAL FORM

The undersigned Proposer hereby submits to MTTA this proposal for Vending Services at the Administration, Maintenance, Call Center, Denver Avenue Station, and Memorial Midtown Station.

PRICING & COMMISSIONS

(A) Public Vending: Denver Avenue Station and Memorial Midtown Station

All equipment at the stations should be equipped with state of the art Debit and Credit Card readers.

TYPE OF MACHINE	COMMISSION
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

(B) Call Center & Lift Facility

TYPE OF MACHINE	COMMISSION
_____	_____ N/A
_____	_____ N/A
_____	_____ N/A
_____	_____ N/A
_____	_____ N/A

(C) Administration Building

TYPE OF MACHINE	COMMISSION
_____	_____ N/A
_____	_____ N/A
_____	_____ N/A
_____	_____ N/A
_____	_____ N/A

Please provide a detailed price sheet for products provided in machines as an attachment.



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Proposer: _____ (Name of Company)

By _____ (Authorized Signature) _____(Print Name)

_____ (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).



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 should you need information regarding DBE Certification.

Please print the following information:

Firm Name _____

Authorized Signature _____

Title _____

Date _____



3. STATEMENT OF PROPOSER'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. Proposer/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.

Provide D&B report or other statement of credit.



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

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

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: _____

Authorized Signature

Name of Corporation or Firm

State of _____)

County of _____)

Subscribed and sworn to before me this _____ day of _____ , 20____

Notary Public: _____

Notary Number _____

My Commission Expires _____



4. CUSTOMER REFERENCE LISTING

Vendor shall furnish the names, addresses, agreement, telephone numbers, length of services and size of property of a minimum of five (5) firms or government 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/JOB TITLE _____
TELEPHONE NUMBER _____
LENGTH OF SERVICES _____
SIZE OF CLEANABLE SQUARE FOOTAGE _____

2. COMPANY NAME _____
ADDRESS _____
REFERENCE/JOB TITLE _____
TELEPHONE NUMBER _____
LENGTH OF SERVICES _____
SIZE OF CLEANABLE SQUARE FOOTAGE _____

3. COMPANY NAME _____
ADDRESS _____
REFERENCE/JOB TITLE _____
TELEPHONE NUMBER _____
LENGTH OF SERVICES _____
SIZE OF CLEANABLE SQUARE FOOTAGE _____

4. COMPANY NAME _____
ADDRESS _____
REFERENCE/JOB TITLE _____
TELEPHONE NUMBER _____
LENGTH OF SERVICES _____
SIZE OF CLEANABLE SQUARE FOOTAGE _____

5. COMPANY NAME _____
ADDRESS _____
REFERENCE/JOB TITLE _____
TELEPHONE NUMBER _____
LENGTH OF SERVICES _____
SIZE OF CLEANABLE SQUARE FOOTAGE _____



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5. AUTHORIZATION FOR INFORMATION

The undersigned hereby authorized and requests any person, firm, or corporation to furnish any information requested by MTTA 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 _____
Authorized Signature

Printed Name

Name of Corporation or Firm

Subscribed and sworn to before me this _____ day of _____, 20__

State of _____)

County of _____)

Notary Public: _____

Notary Number _____

My Commission Expires: _____



SECTION IV GENERAL TERMS

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

1. Assignment

A. Proposer 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 proposer of MTTA.

2. Insurance and Indemnity

(a) The Proposer 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 Proposer's operations or arising from acts or omissions of its agents, employees or sub-contractors. The Proposer 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 Proposer or any of its agents, employees or sub-contractors, 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 Proposer. 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 Proposer 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.** If the Proposer will have employees in Oklahoma working on this project, proposer 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 any project work sites. If any work is subcontracted, the Proposer shall require the sub-contractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the sub-contractor's employees, unless such employees are covered by the insurance purchased by the Proposer. 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 Proposer shall provide or shall cause each sub-contractor to provide adequate insurance for the protection of the employees not otherwise protected.

(ii) **Commercial General Liability.** If the Proposer will have employees in Oklahoma working on this project, proposer shall carry a policy of commercial general liability insurance. If the Proposer's Commercial General Liability coverage is written in a "claims-made" form, Proposer shall also provide tail coverage that extends a minimum of two years from the expiration of this Contract.



(iii) Automobile Liability Insurance. If the Proposer will have employees in Oklahoma working on this project, proposer 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. Certificates of insurance shall contain a statement by the insurer to the effect that the policy may not be canceled, fail to be renewed, or 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 any worksites 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 Proposer. 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 Proposer 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 Proposer hereby agrees to promptly authorize and have delivered to MTTA such statement. The Proposer shall cover any impairment when known to it. The Proposer authorizes MTTA to confirm all information so furnished, as to Proposer's compliance with its bonds and insurance requirements, with the Proposer's insurance agents, brokers, surety, and insurance carriers. All insurance coverage of the Proposer 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 Proposer and be approved in advance by MTTA. At the option of MTTA, the Proposer shall require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to MTTA, or the Proposer shall procure a bond guaranteeing payment of the losses and related investigations, claims administration and defense expenses not otherwise covered by Proposer's insurance because of deductibles or self-insurance retentions.

(g) Proposer 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.

3. Warranty

Proposer guarantees that all equipment provided and services offered will be new and be free from defects in material and workmanship for a minimum period of ninety days, or the length of the manufacturer's warranty, whichever is longer.



4. Advertising

Proposer 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

Proposer 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. Proposer 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 Proposer's failure to comply with this paragraph or the provisions of the OTCPA.

SECTION V FEDERAL TERMS AND CONDITIONS

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

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.

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 sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Proposer 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 Proposer which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Proposer also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Proposer access to Proposer'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 Proposer 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 Proposer 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 Proposer 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 - Proposer 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. Proposer'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 proposer 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

(1) The Purchaser and Proposer 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, Proposer, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Proposer 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.

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 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 contract, 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 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 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.

7. TERMINATION

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

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

(2) Termination for Default (Supplies and Service) If the Proposer fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Proposer fails to comply with any other provisions of this contract, MTTA may terminate this contract for default. MTTA shall terminate by delivering to the Proposer a Notice of Termination specifying the nature of the default. The Proposer 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 Proposer 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 Proposer [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 Proposer 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 Proposer 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 Proposer. Any such termination for default shall not in any way operate to preclude MTTA from also pursuing all available remedies against Proposer 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 Proposer 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 proposer is required to verify that none of the proposer, 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 proposer 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 proposer 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 proposer 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 proposer 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 proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Proposer 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 Proposer 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 Proposer agrees to comply with any implementing requirements FTA may issue.

(3) The Proposer 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 4220.1F

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 MTTA Accounting & Grants Manager. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Proposer mails or otherwise furnishes a written appeal to the Accounting & Grants Manager. In connection with any such appeal, the Proposer shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Accounting & Grants Manager shall be binding upon the Proposer and the Proposer shall abide by the decision.

Performance During Dispute - Unless otherwise directed by MTTA, Proposer 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 of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the MTTA and the Proposer 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 Proposer 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

1. 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.

2. 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 MTTA 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.

3. The prime contractor agrees to pay its subcontractors under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime contractor receives from MTTA. The prime contractor agrees further to return any retainage payments to each subcontractor within 20 days after the subcontractor's work is satisfactorily completed. Should payment not be rendered in a timely manner, MTTA shall hold an informal hearing, where the contractor and subcontractor, meet with representatives from MTTA. 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, include 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 MTTA. This clause applies to both DBE and non-DBE subcontracts.

4. 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 4220.1F, 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 Proposer 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. ADA STANDARDS FOR ACCESSIBLE DESIGN

The Contractor agrees to comply with Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12131-12134, which prohibits discrimination on the basis of disability and requires new construction or alterations to be readily accessible and usable by qualified individuals with Disabilities.

14. 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.

SECTION VI 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. Energy Conservation Requirements
5. Federal Changes
6. No Government Obligation to Third Parties
7. Proposer Debarment Certification
8. Proposer Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transaction
9. Civil Rights Requirements
10. Breaches and Disputes Resolution
11. Incorporation of Federal Transit Administration (FTA) Terms
12. Certificate of Non-Discrimination



1. CERTIFICATION REGARDING COMPTROLLER GENERAL'S LIST OF INELIGIBLE PROPOSERS (Page 1 of 2)

The Proposer or Proposer certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Comptroller General;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract Agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(If the Proposer or Sub-proposer is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)



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 COTPA 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-proposer 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.

Name of Individual, Partnership or Corporation

_____ day of _____, 20__
Signature of Proposer or Proposer's Authorized Agent



RFP# 18-1801
June 30, 2017

4. 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 _____



5. FEDERAL CHANGES

49 CFR Part 18

Proposer 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. Proposer's failure to so comply shall constitute a material breach of this contract.

Company Name _____

Signature _____

Title _____

Date _____



6. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Purchaser and Proposer 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, Proposer, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Proposer 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 _____



7. PROPOSER 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 MTTA. If it is later determined that the proposer 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 proposer 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 proposer or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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.

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: _____



**8. PROPOSER REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

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

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

Check if applicable

The lower tier participant (Proposer/Proposer, 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: _____



9. 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 Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Proposer 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 Proposer 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 Proposer agrees to comply with any implementing requirements FTA may issue.



CIVIL RIGHTS REQUIREMENTS – page 2 of 2

(3) The Proposer 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 _____



10. 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 (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Proposer mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Proposer shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Proposer and the Proposer shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Proposer 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 or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Proposer 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 (Recipient) 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 (Recipient), (Architect) or Proposer 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 _____



**11. 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 Proposer shall not perform any act, fail to perform any act, or refuse to comply with any COTPA requests, which would cause COTPA to be in violation of the FTA terms and conditions.

Company Name _____

Signature _____

Title _____

Date _____



12. 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-proposer shall agree to post in a conspicuous place, available to employees and applicants for employment, notices 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 MTTA Board of Trustees. The proposer may be declared ineligible by the Board of Trustees for further contracts with COTPA until satisfactory proof of intent to comply shall be made by the proposer and/or Sub-proposer(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 before me this _____ day of _____, 20__

Notary Public _____

Notary Number _____

My Commission Expires: _____