

O K L A H O M A C I T Y



REQUEST FOR PROPOSAL (RFP) 2014024

FOR

SOLICITATION FOR CONTRACT

FOR

MARKET RESEARCH

RELEASED: Wednesday, November 24, 2014

ADVERTISED: November 24 and December 1, 2014

QUESTION DEADLINE: Monday, December 15, 2014 1 pm CST at 2000 S. May Ave, OKC, OK 73108

SUBMISSION DEADLINE: Monday, January 5, 2015 1 pm CST at 2000 S. May Ave, OKC, OK 73108

The Process for the Contract is as follows:

- COTPA is requesting a contractor for Market Research Services
- All qualifying RFP's will be evaluated and scored by a committee

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LEGAL NOTICE TO PROPOSERS

Notice is hereby given that the Central Oklahoma Transportation and Parking Authority (COTPA) will receive sealed proposals in the Purchasing Department, at 2000 S. May Avenue, Oklahoma City, Oklahoma 73108. This Request for Proposal (RFP), **Contract 2014024**, is for **Market Research**.

Proposals will be publicly opened immediately on the below-mentioned date and time in the Conference Room at 2000 S. May Avenue, Oklahoma City, Oklahoma, 73108. All proposals shall remain valid for 120 days from date of proposal opening. All Proposers must certify that they are not on the Comptroller General's List of Ineligible Contractors. The committee will review the proposals for compliance, the evaluation criteria and contact references. The committee will make a decision for a contractor, then negotiations will commence for the best and final offer for a contract and the recommendation will go to the Administrator and if approved the recommendation will go to the Board of Trustees for approval.

Proposals shall be offered in accordance with this Legal Notice To Proposers, Instructions and Requirements for Proposals, Scope of Work, Federal Transit Administration (FTA) Assurances and Contractual Conditions which are made part of this notice as though fully set forth herein. A copy of this RFP and proposal forms may be obtained free of charge from the COTPA Purchasing Office, 2000 South May Avenue, Oklahoma City, Oklahoma 73108, Office: (405) 297-2777, Fax: (405) 316-2777, [Email: jim.meeks@okc.gov](mailto:jim.meeks@okc.gov)

COTPA reserves the right to award or reject any or all proposals and waive non-material informality or irregularity in any proposal received. The successful proposal (s) will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

This facility is wheelchair accessible. For accommodations for hearing, sight, or interpretive services please call (405) 297-2777 (48 hours in advance) or TDD# (405) 297-2602.

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Journal Record, Transit Intelligence and
embarkok.com

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**SUBMISSION
DEADLINE:** Monday, January 5, 2015

1 pm CST at 2000 S. May Ave, OKC, OK 73108

COTPA will affirmatively ensure that the Certified Disadvantaged Business Enterprise (DBE) will be afforded full opportunity to submit proposal in response to this notice.



Jason Ferbrache,
Administrator

ARTICLE 1 BACKGROUND

The Central Oklahoma Transportation and Parking Authority ("COTPA", "Trust" or "EMBARK") was established in 1966 as a Public Trust, pursuant to Title 60 of the Oklahoma Statutes, Section 176, et.seq., to operate and maintain the public transportation and parking systems for the metropolitan Oklahoma City area. The City of Oklahoma City (the "City") is the sole beneficiary of the Trust.

Doing business as EMBARK, the organization is responsible for planning, constructing, owning and operating passenger transportation systems and downtown parking facilities. EMBARK provides a cost-efficient transit network by fostering relationships, developing public/private partnerships with Greater Oklahoma City communities and promoting the use of transit oriented development policies.

Governance

COTPA's Board of Trustees is the governing body of EMBARK. The board is comprised of 8-members; 3 members serve by position, the Mayor of Oklahoma City, the City Manager and the City Finance Director. The five remaining trustees are appointed by the Mayor and approved by City Council. One of the five members must live outside the city limits of Oklahoma City. In accordance with the inter-local operating agreement between COTPA and the City, the Administrator of COTPA is appointed by the City Manager and approved by the COTPA board.

Regular meetings of the Board of Trustees are held on the first Friday of each month. Meetings start at 9 am in the City Council chambers located at 200 N. Walker in downtown Oklahoma City.

Service Information

EMBARK provides bus service in Oklahoma City, as well a route in Midwest City and an express route to Norman. There are a total of 20 fixed routes within the system, most radiate from the Transit Center located at 5th and Hudson in downtown Oklahoma City. Routes do intersect one another to make traveling possible from one quadrant of the city to another. Service is operated Monday – Saturday, providing more than 10,000 daily trips and approximately 3 million annually.

To accommodate the needs of those in the community who are unable to use traditional fixed route bus service because of a disability, door-to-door ADA service called EMBARK Plus is provided. An advance reservation is required and customers must be certified to use the service.

In addition to bus transit, EMBARK also operates a downtown bike-share program known as Spokies, and a ferry transit service known as Oklahoma River Cruises. The ferry transit service operates along a 7-mile stretch of the Oklahoma River from April – December and provides 12,000 annual trips.

EMBARK provides downtown parking solutions (ParkingOKC) and maintains the on-street parking equipment. EMBARK has five garages throughout the downtown area that make up more than 5,216 off-street parking spaces.

Labor Force

EMBARK has a staff of 237 employees; 137 are bus operators, and 57 are in maintenance. The remaining employees are in Administration, Finance, Marketing, Personnel, Planning, Purchasing, Scheduling, Special Services, and Parking.

Funding

Transit

A variety of funding sources make up the transit operation budget. The City of Oklahoma City's general fund is the largest single source of funding and accounts for more than half of its budget. Other funding sources include Federal (27%) and State (4%) grants, farebox (11%), and other (2%). There is not a dedicated funding source solely for transit use.

Parking

Parking is a self-funded operation through its variety of funding sources. Funding sources include monthly parking (66%), event parking (22%), daily/transient parking (11%), and other (1%).

Initiatives

In May 2012 the COTPA Board, along with the City, commissioned a Transit Service Analysis to determine how to improve the bus system using existing resources. Nelson\Nygaard, an international transportation planning firm, was selected for the project; and a complete system review took place, along with public meetings and online surveys. By March 2013, the project was completed and the result was a recommendation for complete system realignment. In April 2014 the realigned routes went into effect, as did our organization's new name – EMBARK.

Starting in January 2015, routes 11 and 23 will operate hourly service from 7 pm – midnight and will connect at the Downtown Transit Center and at the Reno Mini-Hub. This pilot program will serve as a tool to help stakeholders understand the demand for night service.

COTPA continuously analyzes routes and schedules to meet the needs of the citizens of Oklahoma City. Through the years many changes have been made, including adding evening service and expanding service to meet the needs of newly developed areas in Oklahoma City.

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ARTICLE 2 OBJECTIVES

The Central Oklahoma Transportation and Parking Authority (COTPA) invite qualified firms to propose direction to reach the following:

Proposers are encouraged to expand on each activity to identify their overall approach to completing the project.

1. Develop a comprehensive understanding of who does and does not use public transit in Oklahoma City area and why. For each group (current fixed route customers, potential customers, and staunch non-customers) identify:
 - To what extent they do or do not use EMBARK services;
 - Attitudes toward and awareness of EMBARK services and features;
 - Demographic characteristics (this data should be provided in overall terms as well as by route);
 - Perceived benefits and external factors that make riding EMBARK attractive to the public (i.e., environmental, parking, gas prices, etc.);
 - Expectations from customers about EMBARK services (including both riders and non-riders);
 - Perceived barriers to ridership;
 - Perceived improvements that would encourage increased ridership and/or improve awareness and support of EMBARK;
 - Perceived safety and cleanliness of public transportation and its vehicles;
 - Awareness of new name;
 - Knowledge of new services (technology and routes);
 - Level of satisfaction with customer service via phone;
 - Level of satisfaction with bus operators; and
 - Media habits
2. Evaluate awareness of and support for the system from customers and non-customers and identify strategies to maintain or improve them. Additionally, specifically identify:
 - To what extent has the general public used public transportation in Oklahoma City?
 - What level of fiscal support for public transportation is the public comfortable with?
 - What level of understanding does the public have on how public transportation is funded?
3. Set forth clear, concise recommendations which cover the following:
 - Clearly identify and prioritize the best target markets for additional fixed route ridership and/or revenues from current and potential customers.
 - Identify the best marketing and communication strategies to encourage new ridership from these fixed route target markets.
 - Identify the best marketing and communication strategies to educate supporters.
 - Identify improvements in service, which will attract additional ridership and/or revenue from these target markets.
 - Clearly identify strategies for educating the customers and the general public on the necessity of investing in public transportation.

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ARTICLE 3 SCOPE OF WORK

A. Project Description

The overall purpose of this research project is to understand customer satisfaction and expectations, as well as study the community's overall perception, support of, and expectations of public transportation in the Greater Oklahoma City Area. Data will be used to:

- identify niche markets
- identify preferred communication channels
- determine customer satisfaction
- guide service development
- create customer profiles
- create potential customer profiles
- determine awareness of COTPA's transit services
- preferred service enhancements

Analysis of the research data will distinguish between current customers, potential customers, and staunch non-customers, based on demographic, geographic, attitudinal, and transit system awareness variables. Through this analysis, strategies will be recommended to attract new customers, retain current customers and increase their use of fixed route services and improve community support.

B. Project Requirements

1. Sample size/design

- Assist COTPA in the selection of a service area household sample for a community telephone survey. This survey is aimed at both non- and infrequent riders. The sample shall provide a level of statistical power, agreeable to COTPA, commensurate with the significance of the data and/or any conclusions to be drawn from the data. The sample will be stratified by geographic area based on population densities and other possible demographic characteristics. Proposals that suggest alternate sample sizes, their margins of error, and the predicted effect on survey utility, are encouraged. This survey is completed every two years.
- Assist COTPA in the selection of a customer (rider) survey sample. This survey is aimed at current customers. The sample shall provide a level of statistical power, agreeable to COTPA, commensurate with the significance of the data and/or any conclusions to be drawn from the data. The sample will be stratified by geographic area based on population densities and other possible demographic characteristics. Proposals that suggest alternate sample sizes, their margins of error, and the predicted effect on survey utility, are encouraged. This survey is completed every year.

2. Survey instrument design

- Design a telephone survey instrument to collect data regarding public perceptions and awareness of COTPA transit services. COTPA welcomes firms to propose their own preferred survey methodologies to collect data, including strategies to reach residents who only use cell phones.
- Design an onboard survey instrument to collect data regarding the customer experience to gauge customer satisfaction for those using COTPA transit services (all routes must be surveyed).
- Design a brief customer satisfaction survey for use on a monthly basis. It must be conducive to both print and online.

3. **Pretesting**
Following development of a draft survey instrument, pretests shall be conducted to ensure proper collection and to determine that the instrument correctly follows logic and skip patterns.
4. **Progress reports**
The consultant will be required to submit written progress reports at specific intervals which include project status, percent complete, percent budget expended, any problems encountered, etc. with each itemized invoice. The project manager will be expected to be available for meetings with COTPA as necessary.
5. **Raw data**
For any computer work performed a hard copy of the raw data as well as accessible electronic files must be provided to COTPA. Raw data files should be provided in Microsoft Access or Excel. In addition, tape recordings of the focus groups discussion, if applicable, must also be supplied.
6. **Preliminary Written Reports**
Draft survey responses to key questions, as determined jointly by the Consultant and COTPA. A complete written draft report, including background, objectives, survey methodology and results will be provided to COTPA for each survey. All written reports shall be submitted to COTPA in draft form for review and comment prior to final publication. COTPA will provide feedback and comments to the Contractor.

A separate demographic report should be drafted for the customer (rider) survey tools. This document should report the following information by route.
 - Race
 - Age
 - Income
 - Disability
 - Primary Household Language
 - Fare Used
 - Own A Vehicle
7. **Final reports**
The consultant will prepare a final written report for each survey and a separate demographic report. Reports shall include an executive summary, a narrative description of the work performed; the project objectives met and the methodologies employed; a summary of the focus group results, if applicable; an analysis of the data; any charts, tables, or graphs developed to present the data; any survey forms used; and specific recommendations based on the results of the study. One original and five copies of the final report and an electronic copy in .doc format and all graphs with corresponding data points will be provided in .xls format will also be required.
8. **Presentation of findings**
The consultant will prepare a PowerPoint presentation outlining the survey methodology and findings to be presented to the COTPA board by either a representative from their company or a COTPA staff member.

C. Optional

During the survey development and collection period, COTPA may wish to examine in more detail a specific demographic using additional survey tools; or appeal to a broader audience. The selected consultant should be prepared to recommend and develop those survey tools; as well as organize, collect, facilitate, and report the findings.

ARTICLE 4 SCHEDULE OF EVENTS

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

- Review submissions for Compliance and Responsiveness:
- Contract Awarded with the Notice of Award February 6, 2015:
- Notice to Proceed will be the week of February 9, 2015:

NOTE: Dates subject to change. Addendums shall be issued for:

- any changes to the proposal Due Date
- any approved Equals, Questions and Clarifications

Proposals received by email, fax, or verbally by phone will not be considered.

Late proposals - received after the exact and specified time for closing - will remain unopened and placed into the contract file. Proposers of late submissions will receive a letter advising the offer was not accepted.

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ARTICLE 5 INSTRUCTIONS FOR PROPOSER

These instructions, requirements and any special instructions contained in this document are part of the terms and conditions of this proposal. Any exceptions to the instructions, requirements, or scope of work must be specified and submitted with the proposal. Failure to indicate any exceptions will be regarded as full acceptance of these requirements and instructions.

1. Examination by Proposer

All Proposers must examine the solicitation, drawings, schedules, special instructions, and the general requirements prior to submitting any proposal. Failure to examine is at the Proposers own risk.

2. Submission of Forms

All proposals must be submitted and completed in ink or typewritten, on the forms provided by COTPA. The individual signing the proposal must initial any erasures and/or changes. An officer authorized by the Contractor or an authorized representative must execute the required forms for this proposal and the contract. Should the signer not be an officer, a letter by an officer authorizing the signer to sign for the Contractor.

a. The notarization form must contain:

- i. the notary's signature
- ii. jurisdiction where notarization took place (i.e., State of_, County of),
- iii. date of notarization,
- iv. the notary's commission expiration date
- v. the notary's seal
- vi. comply with all other applicable laws

b. The proposals are to be delivered to:

COTPA
Purchasing Department
2000 S. May I OKC, OK 73108

3. Original Proposal

Hardcopy proposals: An original, CD or USB and six (6) copies of the proposal must be filed with the Purchasing Department in a sealed envelope marked with the following:

- a. Name and Address of Proposer
- b. Solicitation Number
- c. Date and Time proposal Due

All proposals will be time stamped by the Purchasing office before the hour specified on the opening data. The proposals shall remain at the proposal price for 120 days.

4. Descriptive Terms

Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalogue designation in describing an item does not restrict Proposers to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as that indicated in the solicitation for proposals. A proposed substituted item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins and specifications.

5. Exceptions

Any exceptions (variances) to these instructions or solicitation for proposals must be submitted in writing with the proposal. Failure to indicate any exceptions (variance) will be regarded as full compliance with these requirements, and instructions for this solicitation for proposal and will be construed to mean that the Proposer offers to furnish the exact commodity as described in the solicitation for proposals/requirements.

6. Fixed Unit Prices

A unit fixed price for each good and or services requested must be shown and include packaging and/or packing, if any, unless otherwise specified. If the quantity is an estimate, the unit price only shall be listed. On items where a quantity is specified, a total shall be entered in the appropriate column of the proposal schedule. If an error is made in extension of the price, the unit price shall prevail. Items or estimated quantity will be awarded on a "no guarantee" basis. Prices shall be extended in decimals, not fractions, and shall include transportation and delivery charges, prepaid by the Proposer, to the destination specified in the special instructions of the solicitation for proposals.

7. Exemptions From Certain Taxes

The purchase of certain items of equipment and/or materials by COTPA is exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the proposal prices. Upon request, applicable federal excise exemption certificates will be furnished.

8. Payments and Discounts

Payment for the materials, supplies, or equipment as specified in the contract shall be processed promptly after completion of delivery of items, and accepted, and after receipt of properly prepared invoice(s) and documentation, if applicable. Purchases may be made using a City's government purchasing credit card. Late charges, leans cannot be assessed against COTPA.

9. Delivery

- a. All prices quoted shall be based on delivery F.O.B. COTPA, Oklahoma City, Oklahoma (unless otherwise stated in the special instructions) with all charges prepaid to the actual point of delivery
- b. Proposals must show the number of days required for completion and or delivery under normal conditions. Unrealistically short or long delivery and or completion promises may cause proposals to be rejected. A successful proposal is required to keep the buyer or the purchasing manager advised at all times of the status of the order. All materials, supplies or equipment shall be delivered within thirty- (30) days from the date of the award of the contract, unless specified otherwise and approved.

10. Award of Contracts

COTPA reserves the rights to: award by item, groups of items, or all items of the proposal; to reject any or all proposals in whole or in part; and, waive technical defects, irregularities and/or omissions.

11. Patents

The Proposer agrees to indemnify and save harmless the contracting entity, COTPA staff, administrator, board of trustees from all suits and actions of every nature and description brought against the Proposer and/or any assistants because or for the use of patented appliances, products or processes. The Proposer shall pay all royalties and charges that are legal and equitable evidence of such payment or satisfaction shall be submitted upon request of COTPA, as a necessary requirement in connection with the final execution of any contract in which patented appliances, products or processes are to be used.

12. Right to Audit

COTPA shall at all times have the right to examine books, papers and records of the successful Proposer relative to all aspects of the contracts awarded as a result of this solicitation in order to confirm contract compliance. Failure to provide the requested information may result in termination of the contract. This right to audit only affects contract compliance as a result of this Invitation for proposal, and does not apply to a Proposer's records beyond the scope of this contract.

13. Addendums

Addendums must be shown received, initialed on the cost section within this proposal as follows:

Example: (Section of the Cost Proposal)

*I acknowledge receipt of addenda number(s)*you must date and initial as the example.*

Addendum # 1 Date Received Initialed	<i>jm</i>	Addendum # 5 Date	Initialed
Addendum # 2 Date Received Initialed	<i>jm</i>	Addendum # 6 Date	Initialed
Addendum # 3 Date	Initialed	Addendum # 7 Date	Initialed
Addendum # 4 Date	Initialed	Addendum # 8 Date	Initialed

14. No Proposal

If you do not wish to return a proposal, please return the Not Presenting A Proposal Form, in Article 22.

15. Bonds

If required for this RFP, the successful Proposer must post the required bonds, a certified or cashier's check in the amount required prior to award of contract. The proposal bond or deposit may be returned to the successful Proposer upon the posting of the required bonds.

Bonds are not required for this project.

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16. Notices

All notices given pursuant to this Contract shall be in writing, delivered or mailed by United States mail, postage prepaid, faxed, e-mail (with hard copy follow up by mail or delivery) and addressed as follows:

Central Oklahoma Transportation and Parking Authority
Purchasing Manager
2000 S. May Avenue, Oklahoma City, OK 73108
Phone: (405) 297-2777, Fax: (405) 316-2777, e-mail: jim.meeks@okc.gov

The winning contractor will be notified of the Project Manager (s) during the negotiation and best and final offer.

THE PROPOSER'S CONTACT INFORMATION

Contractor Name:			
Authorized Project Contact:			
Address:	City:	State:	Zip:
Contact Email:		URL	
Main Phone:	Mobile:	Fax:	

The address of any person or party may be changed by notice to the other party in writing.

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ARTICLE 6 DEFINITIONS

1. **Acceptance**

It is understood that once COTPA accepts a proposal, that document will constitute the contract contemplated by these instructions. Proposals are to be submitted on a firm fixed-price basis.

2. **Addendums**

Changes to the proposal's date, time, specification or scope of work occur prior to the submission date; an addendum will be remitted to all prospective Proposers. All Proposers are to initial the Proposer's declaration showing that they have received all addendums.

3. **Amendments and or Change Orders**

The Board of Trustees must approve changes to the contract and the change will be made by an amendment or change order agreed to by all parties involved.

4. **Approved Equals, Questions and Clarifications**

Will be accepted in hard copy, hand delivered, mailed or e-mailed, until the stated date and time by the Purchasing Manager, COTPA, 2000 S. May Avenue, Oklahoma City, OK 73108, as COTPA must respond within the 5 calendar days prior to the closing of the project.

5. **Award**

Award of contract(s) may be subject to financial assistance from the Federal Government. The successful Proposer shall comply with the conditions and terms applicable thereunder. The successful Proposers shall be requested to comply with all applicable Equal Opportunity Regulations.

6. **Proposal Forms**

Forms must be submitted on pre-printed copies of the proposal Forms supplied within this document.

7. **Board of Trustees**

All recommendations for contracts must be approved by the Administrator, who will then present a recommendation for approval to the Board of Trustees. Once approved by the COTPA board, a contract agreement can be executed.

8. **Clarification, Corrections, or Changes to Specifications**

All clarifications, corrections, or changes, to the solicitation documents will be made by Addendum only. Proposers shall not rely upon interpretations, corrections, or changes made in any other manner, whether by phone, in person, or at a pre-Proposal conference. Interpretations, corrections, and changes shall not be binding unless made by Addendum. All addenda issued shall become part of the agreement documents. Addenda will be sent to all known solicitations holders by email, fax, US mail, and made available online at embarkok.com. It is Proposer's sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged within the proposal document. **VERBAL QUESTIONS WILL NOT BE ANSWERED, THUS PREVENTING AN UNFAIR ADVANTAGE TO ANY PROPOSER.**

9. Commitment

This solicitation does not commit COTPA to award a contract, pay any costs incurred in preparation of proposals in response to this Offer or to procure or contract for goods and or services. Proposers shall be responsible for all costs incurred as part of their participation in the solicitation process.

10. "COTPA" means Central Oklahoma Transportation and Parking Authority dba as EMBARK.

11. "Proposer" means the contractor or firm submitting a response to the solicitation

12. DBE Utilization

For the purpose of this contract, the utilization of Disadvantaged Business Enterprises shall follow the Federal guidelines. COTPA's DBE overall goal is 2.51%. All Certified DBE Prime Contractors and subcontractor involvement with this contract needs to be documented so the DBE officer can report the DBE activity to FTA. The goal for this project is outlined in Article 21.

13. SBE Utilization

A small business is one that qualifies under the criteria and size standards in Title 13, Code of Federal Regulations, part 121 and does not exceed the cap on average annual gross receipts specified in §26.65(b). Size standards have been established based on a firm's North American Industry Classification System (NAICS) code.

COTPA has an ongoing plan to foster small business participation in a variety of its projects. This small business participation plan follows the Federal Transit Administration (FTA) suggested guidelines. A copy of the plan is available upon request.

14. Documentation of Proposals

All proposals will be date/time stamped, logged and deposited by COTPA's staff. The proposals must be securely sealed and be clearly marked prior to delivery to COTPA.

15. Fixed Rate

The fixed rate is the cost of the performance based contract.

16. Informed Proposers

Before submitting proposals, Proposers must fully inform themselves of the conditions, requirements and specifications of the work or material to be furnished. Failure to do so will be at the Proposers' own risk and they cannot secure relief on the plea of error.

17. Late Proposals

Proposals not received by the Submittal Deadline are late. Late proposals will be retained in the contract file unopened. Late Proposers will receive a rejection letter in the event the proposal was received late. All proposals shall be deemed received at the above address. Proposers are solely responsible for ensuring a timely submission. Proposers assume all risk when relying on overnight delivery services, the United States Postal Service, private mail services, local couriers or delivery services. **There will be no exceptions to this policy.**

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18. Not Submitting A Proposal

Please return the Not Submitting A Proposal form showing NO proposal, with the reasons you are not participating. Examples would be as follows: Do not handle such product, too busy to handle a new customer and just not interested, etc.

19. Objectionable Employee

COTPA reserves the right to request and expect the Contractor to dismiss from the work in process at COTPA, any employee whom COTPA may deem incompetent, careless, insubordinate, or otherwise objectionable.

20. Opening

Proposals are opened publicly under the direction of the Purchasing Manager in the Conference Room located at 2000 S. May Avenue, Oklahoma City, OK 73108. proposal openings are under the regulations of Federal Acquisition Regulations (FAR), the cost information will be read during a proposal opening. The Purchasing Manager will review all proposals to see if they are responsive and the required documents included in the proposal packets. The proposals Tabulation will be presented to the project manager. The Contractors will be recommended for contracts to the Board of Trustees. When the Board of Trustees approves the recommendation, a notice of awards and the contracts will be sent to that Proposer when all required documents are signed. The Project Manager or designee will be the contact for the project and they will keep the Purchasing Manager advised of the project and keep the records on who obtains each job and the documentation required when the low Proposer is not awarded a project for the reason of delivery.

21. Pre-Proposal Conference

Pre-Proposal meeting will be held on the above stated date and time in the Conference Room located at 2000 S. May Avenue, Oklahoma City, Oklahoma 73108. Attendance is not mandatory for prospective Proposers, but is strongly encouraged. Should you not be able to make the conference, all questions or clarifications will be documented and all prospective Proposers will receive a copy of the minutes of the meeting. Should you not attend the conference, all questions, approved equals and clarifications will need to be requested in writing, they can be sent by mail to 2000 S. May Ave., Oklahoma City, OK 73108, or by email to jim.meeks@okc.gov.

22. Questions, Interpretations, or correction of Quote Documents

Any Proposer desiring a question, interpretation, change in, deletion of, exception to, or clarification of any provision in this request must submit a written request to the Purchasing Manager on or before five (5) business days prior to the close date set within this request. Any questions received after the deadline will not be addressed. VERBAL QUESTIONS WILL NOT BE ANSWERED, THUS PREVENTING AN UNFAIR ADVANTAGE TO ANY OFFER.

23. Submission Details

Submission date, time and location are noted above in this document. (Late proposals will not be accepted and there are no exceptions to this policy.)

24. Submittal Deadline

Proposals will be received by COTPA, and the proposal opening will be at the Conference Room located at 2000 S. May Avenue, Oklahoma City, Oklahoma 73108 at the time and date stated herein.

25. Successful Proposers

Successful Proposers shall be requested to comply with all applicable Equal Opportunity Regulations and are required to certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs. All Proposers will be notified by mail or email regarding the status of the Board of Trustees approving contractors. All Proposers will be advised of the Board of Trustees actions.

26. Terms of the Offer

COTPA's acceptance of a proposal shall be limited to the terms herein unless expressly agreed in writing by COTPA. Offer presenting terms other than those shown herein will be declared non-responsive and will not be considered.

27. Time is of Essence

The needs of COTPA will vary with each order placed and one of the definitions of need is delivery date and time, the Project Manager will coordinate this need with the winning Proposer.

28. Withdrawal

Proposers' authorized representatives may withdraw proposals only by written request received by the Purchasing Manager before the proposal Submittal Deadline. After that time, Proposers may not withdraw their proposals for a period of (120) calendar days from the Offer Submittal Deadline. At no time may the successful Proposer withdraw their offer.

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ARTICLE 7 PROPOSAL REQUIREMENTS

1. Proposals must concisely set forth all of the information requested by this RFP in a full, accurate and complete manner. The Proposer shall provide all the work described in the Scope of Work. The price to be quoted shall include all labor, materials, tools, equipment, and other costs necessary to fully complete the work, or by task with a fixed price for completed project. Anything omitted from the Scope of Work, which is clearly necessary for the completion of the work, should be considered a portion of such proposal.
2. No consideration will be given by COTPA to claim of error in a proposal unless written notice of such claim and supporting evidence for such claim, including cost breakdown sheets, are delivered to COTPA within forty-eight (48) hours after the opening of proposals.
3. All proposals shall be typewritten or written in ink.
4. Proposers must have an authorized officer sign the proposal documents. Should an officer designate someone other than themselves, a letter authorizing the designee will be required.
5. Proposers may be required to furnish evidence of financial stability and solvency satisfactory to COTPA, Statement of Proposer's Qualifications.
6. Proposers are required to answer all questions contained within these specifications. Deviation, omissions, or substitutions may invalidate the proposal.
7. Proposers are cautioned to verify their proposals before submission as requests for amendments to or withdrawals of proposals submitted, if received by COTPA after such time specified for submission, will not be considered.
8. The winning Proposer shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this contract and make such materials available at its offices at all responsible times during the contract period and for three years (and as required by Federal law and/or regulations) from the date of the final payment under this agreement. This shall be for inspection by COTPA or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof. The Proposer, if requested, shall furnish copies of said records. Such records shall include those books, documents and accounting records that represent the Proposer's costs of manufacturing, acquiring or delivering the products and or services governed by this agreement. Upon award of contract, the Proposer must provide COTPA access to electronic catalogs, websites or price sheets.
9. All Proposers must be properly licensed by the State and all other authorities have jurisdiction. (Copies of all such licenses, insurance and or permits are to be submitted with your response to this proposal. Failure to submit copies of such may lead to a rejected proposal.
10. A Proposer shall submit proposal as follows: An original, CD or USB and six (6) copies of the proposal with the Purchasing Department in a sealed envelope marked with the following:
 - a. Name and Address of Proposer
 - b. Solicitation Number, Proposal Due Date and Time
11. All proposals will be time stamped by the Purchasing office before the hour specified on the opening data. The proposals shall remain at the proposed price for 120 calendar days.
12. Proposers are strongly advised to read and adhere to all signature and contractual requirements. Requirements are specifically outlined within this solicitation. Failure to comply with all requirements may result in the proposal being rejected as non-responsive.

ARTICLE 8 PROPOSAL FORMAT & CONTENT

Prefacing the proposal, the Proposer shall provide an Executive Summary for the proposing's organization, which gives a summation of the proposal in brief, concise terms. The proposal itself shall be organized in the following format and informational sequence:

1. Business Organization

State the full name and address of Proposer's organization and identify the parent company if the Proposer is a subsidiary. Specify the branch office or other subordinate element that will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the state in which you are incorporated or licensed to operate. The proposal shall include the organizations contact information, including: name, phone number, email address, and fax number. Identify in a similar manner, any subcontractors that will be utilized to implement this proposal's scope of work.

2. Authorized Negotiator

Include name, address, and phone number of the person in the Proposer's organization authorized to negotiate contract terms and render binding decisions on contract matters, if other than an officer of the company a letter must accompany this proposal approving that individual has the COTPA to commit their company.

3. System Concept and Solution

Provide a point-by-point response to this RFP. If a paragraph provides information but is not a deliverable requirement, the response to the paragraph should be "Acknowledged". Clearly differentiate Proposal response from RFP text by use of bold, color, or other contrasting format.

4. Project Reporting

Describe the type of reports, monitoring and best practices that will be used to ensure the highest quality performance for this proposal. Identify any exceptions or modifications that would need to be made to that system in order to meet the expectations outlined in the scope of work. Provide a description of the firm's billing process and invoice examples.

5. Financial and Legal Statements

Proposers shall provide financial information to demonstrate the Proposer's capacity to complete the project as proposed, including the provision of vehicles, maintenance, and operations. At a minimum, the Proposer shall provide a financial report/statement, to include a balance sheet and income statement for the most recent fiscal year. The Proposer shall provide general information regarding any lawsuits filed against them or a parent company in the past three years.

6. Project Management

Outline Proposer's project management plan for this scope of work, including but not limited to, approach, best practices, process, communication process, customer service, and conflict resolution. The plan shall include an organizational chart relative to the proposals scope of work. Describe in detail the organization's ability to meet or exceed project timeline (s). Detailed (itemized) price sheet must be included. Prices shall include all costs and fees associated with the successful completion of the scope of work.

7. Scope of Work

Describe the Proposer's ability to accomplish the required work including a description of the methodology that will be used to complete the scope of work. Specifically indicate:

- A description of work program by tasks detailing the steps to be taken for this project and the factors that will be considered in the section above, and the depth to which each will be treated.
- A statement of compliance with all applicable rules and regulations of Federal, State, and Local governing entities. The Proposer must state compliance with terms of this Request for Proposal in the point-by point response.

8. Cost Proposal

The Cost Proposal Form, found within Article 19 of this RFP must be executed and included in the submitted proposal. It shall indicate all costs for providing this service in accordance with the Scope of Work. Costs must include any startup costs. Complete all items. If a line is not applicable, type "NA" in the appropriate space. Complete forms based upon the service requirements as detailed in this RFP, as well as any additional information describing additional services or options available as part of this solicitation. If subcontracted services are required for the proposal and have not yet been procured, those estimated costs must be itemized and notated.

9. Prior Experience & Portfolio

Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2005. Supply the project title, year, and reference name, present title, address, and phone number of the principal person for whom prior projects were accomplished. Describe any contracts awarded in the last 3 years to the Proposer that were canceled for unsatisfactory performance. Present examples, samples, scenarios and outcomes of like work.

10. Personnel

Include names and qualifications of all professional personnel who will be assigned to this project. State primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title, and their time with the firm. Provide all resumes and document the major contact for this project. Provide the office location that will serve as the primary contact for this proposal.

11. Proposal Acceptance Period

All proposals must include a statement that they are valid for a minimum period of 120 days subsequent to the RFP closing date.

12. References

Provide a list of at least six (6) customer references for which the Proposer has provided similar services as outlined within the scope of work herein.

ARTICLE 9 PROPOSAL PROCEDURES

1. COTPA reserves the right to reject any and all proposals, to waive any technicalities and formalities in the proposal or to award proposal items separately. COTPA also reserves the right to award multiple contracts.
2. Proposals within a competitive range (reasonably comparable in price and technical merit) may be identified and oral interviews may be conducted with those Proposers. The evaluation committee will review information from the oral interviews and a call for "best and final offer" from those Proposers within the competitive range will be made. The contract will be awarded to the responsible and responsive Proposer(s) whose proposal (s) is/are most advantageous to COTPA with price and other factors considered.
3. Information contained in the proposals will not be released by COTPA prior to contract award in order to protect the integrity of the procurement process.
4. Submission of information relative to this RFP, subsequent to the proposal opening date, shall not be released by COTPA during the evaluation process or prior to contract award unless required by applicable laws. Proposers are further advised that COTPA may be required to release proposal information after the award of a contract.
5. If a Proposer feels that any information is confidential or proprietary in nature, the Proposer must submit all such information in a separately sealed envelope prominently marked with the Proposer's name and "PROPRIETARY INFORMATION". COTPA shall not release or divulge such information to third parties without the consent of the Proposer unless required to do so by applicable law or order of a court of competent jurisdiction.
6. In the event a single proposal is received, COTPA will conduct a price and/or cost analysis of the proposal. A price analysis is the process of examining the proposal and evaluating a prospective price without evaluating the separate cost elements. It should be recognized that a price analysis through comparison to other similar services must be based on an established or competitive price of the services used in the comparison. The comparison must be made to a purchase of similar services and involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary for COTPA to conduct a cost analysis of the proposal price.

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ARTICLE 10 QUESTIONS AND CLARIFICATIONS

In all cases, materials must be furnished as specified. Where brand names or specific items are used in the specifications, consider the term "or approved equals" to follow.

Clarifications of specifications, and questions regarding specifications must be received by COTPA, in writing (hard copy hand delivered, mailed, faxed or e-mailed), no later than the date and time stated above to allow analysis of the solicitation. COTPA's replies will be post-marked at least five (5) calendar days before the date scheduled for proposal Opening.

A notice of clarifications and questions shall be furnished to all parties receiving specifications so that all Proposers may submit a proposal accordingly.

Changes in the specifications will be made by written addendum from COTPA, and will be posted at embarkok.com and forwarded to all known prospective Proposers. COTPA will allow at least five (5) business days from the last addendum issued to the proposal submittal date. This amount of time will ensure responsive proposal submittals.

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ARTICLE 11 PROPOSAL EVALUATION

The Evaluation Committee is composed of a non-City related COTPA Board Member, City Manager, or designee, Project Manager, Administrator of COTPA, or designee, and/or others requested by the Administrator. This Committee will evaluate the proposals.

Preliminary review will include consideration of responsiveness to the Request for Proposal and shall be based solely on the written responses. Responsive Proposers considered to be within the competitive range by the Evaluation Committee, will be notified of a time and place to make oral presentations if the Evaluation Committee deems it necessary. Any presentation or interview by the Proposer shall be at the sole expense of the Proposer.

Evaluation Criteria:

Proposals will be evaluated on the following:

35%	Overall approach to the project
30%	Experience of the Proposer in providing a similar type of service for the transit industry, as well as the technical competence of proposed personnel, including professional subcontractors, in providing a similar type of service
15%	Economic competitiveness (cost)
15%	References
5%	Ability to utilize DBEs

A. Qualifications

Identify specialized and technical expertise and competence of the proposer in providing **Market Research Services** to companies in the Oklahoma City, Oklahoma area or related industry (public transportation and parking). Also, identify project organization and staff assignments. Describe specialized and technical expertise and competence of key staff members. Resumes of key individuals that will handle this account and their experience should be included.

B. Past Experience with Similar Project

Provide client references for three (3) recent clients for whom you have provided similar services. Include client contact name, organization/company name, mailing address, telephone number, and email. When calling on references we will want to speak with someone familiar with the project, be sure contact names are current.

Also, indicate the ability to have projects completed within the budgeted amounts.

C. Scope of Service

A detailed work plan is to be presented which lists all tasks determined to be necessary to accomplish the work of the project. The work plan shall include, but not be limited to, the objectives and scope of works listed in the RFP. In addition, the work plan shall provide a technical solution and a timeline schedule depicting the sequence and duration of tasks showing how the work will be organized, executed, and completed.

Negotiations and Final Selection

Negotiations will be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed contract, including contract price. COTPA also reserves the right to request documentation supporting the proposed contract price, including overhead rates for the firm and subcontractors.

Final selection of a Contractor (s) will be made by committee based on the responses to the solicitation, supplementary information provided in response to Selection Evaluation Committee requests, presentations before the committee if requested, and "best and final offers" upon completion of negotiations.

ARTICLE 12 CONTRACT

Any contract resulting from this proposal shall be evidenced by a written document, fully executed, prior to any work commencing. The contract shall contain, at a minimum, the following items:

- Standard clauses
- Federal clauses
- Scope and nature of services to be provided
- Responsibilities of both parties
- Insurance
- All required documents, licenses, certifications
- Type, content and frequency of reports to be submitted
- Compensation
- Procedures for amending or canceling the contract
- A provision referencing the RFP in the contract

This proposal does not commit COTPA to any costs incurred in the preparation of the proposal or the negotiations for the contract with any Proposer. Furthermore, COTPA does not commit to contract with any Proposer and COTPA may cancel this solicitation at any time.

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ARTICLE 13 IMPLEMENTATION

Time is of Essence - the Proposer will contact COTPA's Project Manager for a startup meeting after receiving the Notice of Award. Once the Board of Trustees approve the contract the winner of this contract will receive the Notice to Proceed and keep the project manager in contact as the need arises.

Winning Proposers shall cooperate with COTPA to ensure that services or final products meet or exceed all COTPA, City, State, and FTA regulations/expectations.

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ARTICLE 14 WARRANTY (Expressed and/or Implied)

1. General

The following requirements apply to equipment, product, and services, which will be provided by the Proposer, or fall within any contracted scope of work.

2. Warranty

Warranty (expressed and implied) must meet the warranty provisions under Oklahoma Uniform Commercial Code (UCC) and the laws interpreting this project.

The Proposer shall warrant that all equipment/services within its scope of work shall conform to the specifications and/or all warranties as stated in the Oklahoma Uniform Commercial Code and be free from all defects in material, workmanship, and title.

Warranty on any system hardware or software purchased after acceptance of the initial system will be not for less than 12 months after the date the hardware and/or software is accepted and placed in service.

All equipment and software warranties shall start on the date of system acceptance, and will be for no less than one year following final system acceptance.

COTPA shall reject and return nonconforming items to the Proposer for correction or replacement at the Proposer's expense, or require an equitable adjustment in the contract price.

Proposer shall provide a copy of provisions and terms of their and manufactured warranty in compliance with applicable state and local codes. A description of available warranty options shall be included in the proposal. The Proposer shall be the single point of contact for all warranty claims.

Acceptance of the work of the Proposer upon completion of the project shall not preclude COTPA from requiring strict compliance with the contract, in that the Proposer shall complete or correct upon discovery any faulty, incomplete, or incorrect work not discovered at the time of acceptance. The minimum one-year limit specified above shall not void or limit this requirement for little used features or functions.

Warranty is in addition to any other rights of COTPA.

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ARTICLE 15 DEBRIEFING PROCEDURES

Post-award debriefing is given to requesting Proposers by a written request five (5) calendar days after receipt of letter to unsuccessful Proposer; COTPA shall disclose the following information, if applicable:

- The agency's evaluation of the significant weak or deficient factors in the debriefed purchasing manager's offer.
- The overall evaluated criteria, cost or price and technical rating, the debriefed Proposers will receive a complete evaluation criteria and past performance information on the debriefed Proposers.
- The overall ranking of all Proposers, 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 Proposers.
- For acquisitions of special services, the information that the committee furnished where you were not rated as high on the evaluation criteria, your weakness will be defined.
- Reasonable responses to relevant questions posed by the debriefed Proposer as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

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ARTICLE 16 PROTEST PROCEDURES

Protests may be made by Proposers whose direct economic interest may be affected by the award of a Contract or by failure to award a Contract may protest. COTPA will consider all protests requested in a timely manner regarding the award of a Contract, whether submitted before or after an award. All protests are to be submitted in writing to COTPA, 2000 S. May, Oklahoma City, Oklahoma 73108. Protest submissions should be concise, logically arranged, clearly states the grounds for the protest, and must include the following information:

- Name, address, and telephone number of protester
 - Identification of the solicitation or Contract number
 - Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents
 - Statement as to the relief requested
 - Protests must be submitted to COTPA in accordance with these procedures and time requirements.
 - Protests must be complete and contain all issues the protester believes relevant.
1. **Protests Before Proposal Opening** — Proposer protests alleging Restrictive specifications or improprieties which are apparent prior to proposal opening or receipt of proposals must be submitted in writing to the Purchasing Manager and must be received five calendar days prior to the proposal opening or closing date for receipt of proposals. If the written protest is not received by the time specified, proposals might be received and awarded in the normal manner unless the Purchasing Manager determines that remedial action is required. Upon receipt and review of written submissions and any independent evaluation deemed appropriate by COTPA, the Administrator, at his discretion, shall either:
 - a. render a decision, or
 - b. conduct an informal hearing. At this hearing, the interested participating parties will have an opportunity to present their positions and facts, documents, justifications, and technical information. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedures. After the informal hearing, the Administrator shall render a decision and advise all interested parties in writing no later than ten (10) calendar days following the informal hearing.
 2. **Protests After Proposal Opening/Prior to Award** — Protests against the award of a contract must be submitted in writing and received by the Purchasing Manager no less than five (5) calendar days before the award of a contract by the COTPA Board of Trustees. Protests received prior to award will be reviewed by the Purchasing Manager and COTPA's Municipal Counselor and presented to the Administrator for a decision. Upon receipt and review of written submissions and any independent evaluation deemed appropriate by COTPA, the Administrator, at his discretion, shall either:
 - a. render a decision, or
 - b. conduct an informal hearing.

At this hearing, the interested parties will have an opportunity to present their positions and facts, documents, justifications, and technical information. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not be subject to formal rules of

evidence or procedures. After the informal hearing, the Administrator shall render a decision and advise all interested parties in writing no later than five (5) business days from the informal hearing at which time the award of contract may be made. The award will not be made prior to five calendar days after the resolution of the protest unless COTPA determines that the items or services to be procured are urgently required; delivery or performance will be unduly delayed by failure to make the award promptly; or failure to make award will otherwise cause undue harm to COTPA or the Federal Government.

3. **Protests After Award** — If the Board of Trustees has awarded the contract, the Administrator will issue a stop work order. The Proposer will be furnished with the notice of the protest, the basis, and the issues related thereto. Protests received after the award will be reviewed by the Purchasing Manager and COTPA's Municipal Counselor and presented to the Administrator for a decision. Upon receipt and review of written submissions and any independent evaluation deemed appropriate by COTPA, the Administrator, at his discretion, shall either:
 - a. render a decision, or
 - b. conducts an informal hearing.

At this hearing, the interested parties will have an opportunity to present their positions and facts, documents, justifications, and technical information. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedures. After the informal hearing, the Administrator shall render a decision and advise all interested parties in writing no later than five days from the informal hearing of the decision. A notice to proceed may not be issued prior to five (5) calendar days after the resolution of the protest unless COTPA determines that the items or services to be procured are urgently required; delivery or performance will be unduly delayed by failure to make the award promptly; or failure to make award will otherwise cause undue harm to COTPA or the Federal Government.

4. **Appeals and Requests for Reconsideration** — Appeals and requests for reconsideration of the determination made of the Administrator or designee must be submitted to 2000 S. May Avenue, Oklahoma City, OK 73108, and received within five (5) calendar days after the date of the written determination by the Administrator. The Administrator shall forward such appeal to the COTPA Board of Trustees, whose decision shall be considered final.

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ARTICLE 17 STANDARD CLAUSES

1. Contract Agreement Changes

COTPA will make the change by amending the Contract Agreement if approved by COTPA.

2. Contract Term

The term of this contract will be for two (2) years.

3. Time is of Essence

Time is of the essence with respect to this Contract and the time for each service requested shall be reasonable and shall be established by a purchase order and shall be strictly observed and enforced. Any failure on the part of COTPA to timely object to the timely performance shall not waive any right of COTPA to object at a later time.

4. Prohibited Interest

No member, officer, employee of COTPA or of a local public body during his/her tenure or one-year thereafter shall have any interest directly or indirectly in this Contract Agreement or the proceeds thereof. No member of, or delegate to, the Congress of the United States of America shall be allowed to share in any or part of this Contract Agreement or to any benefit that may arise there from.

5. Legal Relations

The Proposer shall comply with all COTPA resolutions and regulations, local ordinance, state and federal laws applicable under this Contract Agreement.

6. Contract Assignment

The Proposer shall not assign any interest, obligation or benefit under or in this Contract Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of COTPA. This Contract Agreement shall be binding upon and inure to the benefit of the successors of the parties.

7. Insurance and Indemnity

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

- b. During the entire term of the Contract, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to COTPA and admitted to do business in Oklahoma, the following types of casualty and liability insurance.
- i. Worker's Compensation
The Contractor shall maintain, during the term of the Contract, Worker's Compensation Insurance as prescribed by the laws of the State of Oklahoma, and Employer's Liability Insurance for all of its employees employed at the site of the project. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for the entire subcontractor's employees, unless such employees are covered by the insurance purchased by the Contractor. In the event any class of employees engaged in work performed under the Contract or at the site of the project is not protected under such insurance heretofore mentioned, the Contractor shall provide or shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.
 - ii. Property Damage Liability
Limits shall be carried in the amount of not less than twenty five thousand dollars (\$25,000) to any one person for any number of claims for damage to or destruction of property, including but not limited to consequential damages, arising out of a single accident or occurrence.
 - iii. Single Occurrence Accidental Liability
In an amount not less than One Million Dollars (\$1,000,000), for any number of claims arising out of a single occurrence or accident. If the Contractor's Commercial General Liability coverage is written in a "claims-made" form, Contractor shall also provide tail coverage that extends a minimum of two years from the expiration of this Contract.
 - iv. Automobile Liability Insurance
The Contractor shall maintain insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles and or equipment when said equipment is utilized to meet the requirements of this contract.
 - v. All Other Liability
In the amount not less than one hundred seventy-five thousand dollars (\$175,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.
- c. The amount of liability insurance coverage shall not be less than a minimum liability limit in the greater of the following amounts: (i) \$1,000,000; or (ii) the minimum amount required by the Contractor's prequalification classification. All liability and property policies as to which COTPA is not a named insured shall to the extent allowed by law provide by endorsement or appropriate coverage language that COTPA and any participating public trust are additional insured's. The required policies of insurance shall be construed in accordance with the laws of the State of Oklahoma.

- d. Properly executed Certificates of Insurance showing the project number and description as indicated in the Contract must evidence the insurance coverage and limits required. COTPA shall be listed as the Certificate Holder. The policy description shall state the following "COTPA is an additional insured on all policies as required by the contract. An authorized representative of the insurance companies shown in the Certificate must sign the Certificate. No work or occupancy of the premises shall commence at the site unless and until the required Certificates of Insurance are in effect and the written Notice to Proceed is issued to the Contractor by COTPA. Certificates shall be standard industry forms, such as ACCORD, or in the form included in these specifications. No less than thirty (30) days prior written notice by registered or certified mail shall be given to COTPA of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Contractor shall take immediate steps to have the full amount of the limits appearing on the certificate reinstated. If at any time COTPA requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, the Contractor hereby agrees to promptly authorize and have delivered to COTPA such statement. The Contractor shall cover any impairment when known to it. The Contractor authorizes COTPA to confirm all information so furnished, as to Contractor's compliance with its bonds and insurance requirements, with the Contractor's insurance agents, brokers, surety and insurance carriers. All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by COTPA.
- e. Any deductibles or self-insured retentions in excess of \$10,000, or any other risk-management scheme other than a fully insured program of commercial general liability and automobile liability insurance, must be declared by the Contractor and be approved in advance by COTPA. At the option of COTPA, the Contractor shall require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to COTPA and any participating public trust, or the Contractor shall procure a bond guaranteeing payment of the losses and related investigations, claims administration and defense expenses not otherwise covered by Contractor's insurance because of deductibles or self-insurance retentions.
- f. All insurance policies shall be issued by companies licensed in Oklahoma with an A.M. Best rating of A- VII or better. The Contractor shall provide certified, true and exact copies of all insurance policies required to COTPA, on a timely basis, if requested by COTPA. In addition, each insurer who issues a certificate of insurance to COTPA is obligated to provide a copy of the policy to COTPA upon request.

The insurance certificate must be accepted and approved by COTPA prior to Pre Award Meeting.

8. Statement of Financial Assistance

This project is available as a result of federal financial assistance provided under the provisions of the Federal transit laws codified at 48 U.S.C. 5301 et seq.

The merchandise and or service described in this specification are to be purchased in large part with the assistance of Federal Grants from the Federal Transit Administration (FTA). The award of this contract is subject to a financial assistance contract between COTPA and the US

Department of Transportation and/or any of COTPA's funding sources. The successful Proposer will be required to comply with all terms and conditions prescribed for third party contracts. This Contract is subject to annual reauthorization of funding. In addition, the Proposer selected shall be subject to all terms and conditions of contracts between COTPA and any of its funding sources.

In the event that COTPA is required to obtain funding approval prior to entering into the Contract with the Proposer, the Contract shall be deemed subject to the condition of funding approval, and the failure to obtain such approval, where required, shall terminate all Proposers rights hereunder and bar it from the right to any mortgage, lien, or other security interest in any way arising out of or relating to this project.

9. Termination

a. Termination for Convenience

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

b. Termination for Default [Breach or Cause]

If the Proposer does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services and the Proposer fails to perform in the manner called for in the contract, or if the Proposer fails to comply with any other provisions of the contract, COTPA may terminate this contract for default. Serving a notice of termination to the Proposer setting forth the manner in which the Proposer is in default shall effect termination. The Proposer will only be paid the contract price for supplies delivered and accepted, or paid for services performed in accordance with the contract.

If it is later determined by COTPA that the Proposer had valid justification for not performing, such as a strike, fire, flood, or events which are not the fault of or are beyond the control of the Proposer, COTPA, after setting up a new delivery of performance schedule, may allow the Proposer to continue work or treat the termination as a termination for convenience.

c. Opportunity to Cure

COTPA, in its sole discretion may, in the case of a termination for breach or default, allow the Proposer thirty (30) days in which to cure the defect. In such case, the notice of termination will state the time period in which to cure are permitted and other appropriate conditions.

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

d. Waiver of Remedies for any Breach

In the event that COTPA elects to waive its remedies for any breach by the Proposer of any covenant, term or condition of this Contract, such waiver by COTPA shall not limit COTPA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination

Any resulting agreement may be terminated at the discretion of COTPA upon a 30 calendar day notice to the other party.

10. Breaches and Dispute Resolution

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

a. 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.

b. Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) 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 COTPA is located.

c. 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 COTPA, (Architect) 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.

11. Confidential Information

Responses to the Offer submitted to COTPA become the property of COTPA upon receipt. At such time as an Proposer or Proposers are recommended to COTPA, all Offers become a matter of public record and shall be regarded as such.

COTPA, being a Trust of Oklahoma City, Oklahoma follow their procedures and Federal Transportation Administration requires us to follow their Procedures. COTPA is subject to the Oklahoma Open Records Act, Title 51, Section 34A et a seq. Although the Act recognizes that certain confidential information may be protected from disclosure, COTPA and or the CITY is not in a position to establish that the information an Offer submits is worthy of being treated confidentially. If a request is made for information which an Offer has marked "Confidential," "Trade Secret," or "Proprietary,"

The Proposer must identify and mark each page so requested and provide specific citations for the specific basis under the law and why exempt from disclosure under the Open Records Act. at the time of submittal of the Offer. COTPA will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the District Court. If the Proposer fails to identify proprietary, confidential as financial information or trade secret information protected by law, the Proposer agrees that by submission of the proposal those sections shall be deemed non-proprietary and available upon public request. Notwithstanding this provision, Offers must not identify the entire proposal as proprietary/confidential or a trade secret. Pricing is not confidential and is a public record.

12. Approval of Information Release

No reports, information, or data given to or prepared by the Proposer under the contract shall be made available to any individual or organization without the prior written approval of COTPA.

13. Payment Terms

The payment terms will be standard for the industry. No late charges, no restocking charges, with fuel up charges this item is a negotiated item that follows the Energy Information Administration guidelines.

14. Upgrades and Substitutions

During the contract period, if any of the optional equipment or software named in the contract is replaced in the Proposers product line by products performing the same functions, but using improved technology, and priced the same, lower, or within seven percent of the item originally specified, then the newer product may be substituted with approval of the Project Manager and the Purchasing Manager. Said substitutions may also be noted in any subsequent contract renewal documents without necessitating a re-proposal process; provided, however, that this clause shall not be construed to allow inclusion of any equipment model, product, or service that changes the scope of the intent, cost, technical specifications, or applications described in the Proposal Packet.

15. Guarantees and Performance Bonds (see Article 5.15 to determine if applicable) All

Proposers shall guarantee that the software and equipment they propose to furnish shall be in accordance with the manufacturers specifications and shall perform the function for which they were designed and manufactured. The Proposer shall provide all standard manufacturers' warranties, guarantees, and/or exchange policies for defective items purchased under this contract. In addition, full warranty, including labor for all items supplied as part of any resulting contract, shall be provided for no less than one year from date of acceptance by COTPA. A performance bond equal to the total purchase price plus installation charges and a signed, executed copy of the Performance Bond Form, to be provided during contract negotiations if required, shall be on file before a contract will be executed by COTPA.

17. Taxes

Purchases of goods or services by COTPA's use are usually exempt from City, State, and most Federal Taxes. Certificate is available from the Purchasing Office. Under no circumstances shall COTPA be liable to pay exempt taxes under any contract.

(Balance of page intentionally left blank)

18. Order of Precedence

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order:

- a. contract articles
- b. general instructions and requirements for Proposer
- c. contract instructions, and
- d. other references.

19. Warranty (equipment, product and service)

The Proposer warrants the equipment, product and service following FTA procedures and the quality control of the equipment, product and services. The manufactured goods will be of the quality expected and the defects in material or workmanship and will conform to the specifications and all other requirements of this contract. All Proposers will furnish with their proposal one copy of their warranty applicable to the services to be furnished. As to any item, which does not conform to this warranty, the Proposer agrees that COTPA shall have the right to:

- a. Reject and return each nonconforming item to the Proposer for correction or replacement at the Proposer's expense, or
- b. This warranty shall be in addition to any other rights of COTPA.

20. Prices

Proposals shall be firm unless otherwise specified. In the event of a discrepancy between unit prices and extended price, the lowest of the price quotations shall govern. Proposers are required to complete and submit the cost form found in Article 19.

21. Signature

The Proposer must sign each document in the RFP requiring an authorized signature. The Proposer must initial they have received all addendums, as any change to the proposal will be made with an addendum.

22. Sub-Contractor

The price shall include any and all work to be done by sub-contractor, and COTPA will only process claims and payments to the prime Contractor. A list of sub-contractor to be hired shall be submitted as a part of the proposal. Use of sub-contractor does not relieve the Contractor of prime responsibility. COTPA reserves the right to approve all sub-contractors.

23. Right to Reject

COTPA reserves the right to reject any or all proposals or to award the contract to the next most qualified respondent if the successful respondent does not execute a contract within 45 days after authorization to negotiate.

24. Clarification

COTPA reserves the right to request clarification of information submitted and to request additional information from any or all of the respondents.

25. Withdrawal of Proposal

Any proposal may be withdrawn until the date and time set for the opening of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for the period of 120 days, to provide COTPA with the services set forth in the attached specifications, or until the proposals have been approved.

26. Independent Proposer

The Proposer is, and shall remain at all times, an independent Proposer with respect to activities and conduct while engaged in the performance of services for COTPA under any resulting contract.

27. Exceptions

If any exceptions are taken to any portion of the RFP, the Proposer must clearly indicate the exceptions taken and include a full explanation as a separate attachment to the proposal. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the RFP as proposed by COTPA.

28. Proposal Preparation Costs

All costs directly or indirectly related to preparation of a response to the RFP, including costs associated with bonding requirements, travel to COTPA for any pre-award on-site visits required to supplement and/or clarify a proposal, which may be required by COTPA, shall be the sole responsibility of and shall be borne by the Proposer (s). All responses to this RFP become the property of COTPA.

29. Price Escalation/De-Escalation

A single year contract is a fixed price contract for that year. Should this agreement be a multiple year contract, this escalation/de-escalation clause includes increases/decreases at the beginning of each term of the contract. The increase/decrease requested must be in line with the Consumer Price Index (CPI) for product and or service, the Producers Price Index (PPI) for rolling stock, steel. However, in no event will the price(s) for any purchase exceed, by more than ten percent (10%) the previous purchase in the proceeding twelve (12) month period. The Purchasing Manager will review and if the request follows the above guidelines, the request will be approved. Should the request be outside the above guidelines, Central Oklahoma Transportation and Parking Authority staff would review. Should the request be questionable, negotiation may be required, or declined.

30. Pass Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer

- a. This clause implements section 884 of the Federal Act for Fiscal Year 2009 (Pub. L. 110-417).
- b. Unless an exception is authorized by COTPA, the Contractor shall pass through any motor carrier fuel-related surcharge adjustments to the fuel purchaser. The directly bears the cost of fuel for shipment(s) transported under this contract.
- c. The Contractor shall insert the substance of this clause, including this paragraph "C", in all subcontractors with motor carriers, brokers, or freight forwarders.

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31. Software Escrow Requirement

If applicable upon contract execution, the Proposer shall place a complete set of the Source Code to all Proposer software provided to COTPA under this agreement in object form in escrow. Throughout the contract period, the Proposer will update the software escrow consistent with the most current release.

The Source Code will be released to COTPA in the event of the Proposer's material breach of this Agreement, the Proposer's abandonment of support and maintenance of COTPA's software, or the Proposer's abandonment of support and maintenance of COTPA's software to the extent that COTPA's operations are severely impaired. In the event that the Source Code is released to COTPA, COTPA agrees to use it exclusively for internal purposes, to maintain its confidentiality, and to otherwise be bound by all other terms and conditions of this agreement not inconsistent with its possession and use of the Source Code.

32. Objectable Employee

COTPA reserves the right to request and expect the Contractor to dismiss from the work in process at COTPA, any employee whom COTPA may deem incompetent, careless, insubordinate, or otherwise objectionable.

33. Force Majeure

The following conditions shall excuse COTPA and the Contractor from compliance with the conditions of this contract in the event of force majeure events listed below. Contractor shall be excused from deliveries or delay in deliveries if such failure to deliver or delay in deliveries shall be caused by war, fires, and interruptions of transportation facilities, accidents or other similar causes beyond the control of the Contractor. This agreement is expressly subject to applicable restrictions imposed by any federal agency or by any other governmental authority.

34. Venue

The parties agree that any legal action, which is brought pursuant to this contract, shall be instituted in the District Court of Oklahoma County.

35. Enforcement

This contract shall be construed and enforced in accordance with the laws of the State of Oklahoma.

36. Notices

All notices and orders given pursuant to this Contract shall be in writing, delivered, or mailed by United States certified mail, return receipt requested, postage prepaid or faxed (with hard copy follow up by mail or delivery)

(Balance of page intentionally left blank)

37. FTA Federally Required Contracts

Contractor shall perform all services required by this Agreement in accordance with all applicable federal, state, and local laws, regulations, and circulars, including but not limited to the regulations listed in this Agreement. Contractor shall use only licensed personnel to perform work when required by law or regulation to be performed by such personnel. Contractor further agrees to comply with all applicable provisions of the categories in the FTA Certifications and Assurances for Federal Funding Assistance Program, which are herein, incorporated by reference and made a part of this Agreement. In furtherance of these requirements, Contractor agrees to provide appropriate signatures for the "Certifications and Assurances for Federal Funding Assistance," which is incorporated herein by reference between pages 10-12. For more information about the FTA Certifications and Assurances, check the following link:

<http://edocket.access.gpo.gov/2009/pdf/E9-24922.pdf>.

- **FTA CLAUSES**

As a recipient of Federal Transportation Administration (FTA) grants, COTPA has to sign annually the Master Agreement with FTA to follow all applicable federal laws, regulations, and directives associated with federal funding. The Subrecipients of any FTA grants are also required to comply with those federal clauses. The Master Agreement is available on the following web link: <http://vwww.fta.dot.gov/documents/16-Master.pdf>

- The FTA required contract documents are in detail on the following link.
http://vwww.fta.dot.gov/funding/thirdpartyprocurement/bppm/grants_financing_6195.html

The terms and conditions of this linked Master Agreement, third party contracting and the FTA Procurement Best Practice both are specifically incorporated by reference into the contract:
http://fta.dot.gov/13057_6037.htm

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ARTICLE 19 REQUIRED SUBMISSION DOCUMENTS

The following forms/documents shall be executed and included in the initial Proposal submission, one original and a USB or CD and three copies.

- Certification that you are not on the comptroller's list of ineligible Contractors
- Statement of Proposer's Qualifications
- Business Relationship Affidavit
- Anti-Collusion Affidavit
- Non-Discrimination Affidavit
- Authorization for Information Affidavit
- Approved Equals, Questions or Clarifications on Scope of Work
- Agent Authorization Letter
- Receipt of Addendum form
- Cost Proposal Form
- Proposers Declaration
- Reference Form

The Contractor is responsible for reviewing this list of required documents and should be completed and submitted in accordance with provisions of the "Signature Requirements for Proposing Documents." Proposals not submitted in accordance with these requirements will be recommended for rejection.

For the purpose of determining that a Proposal is properly submitted, Contractor should submit the properly completed and executed documents listed on this page. Contractor should also review the Special Provisions—General, Special Provisions—Federal Assurances and Special Provisions—Technical for any other required documents. Failure to submit a required document may be cause for rejection of the Proposal. However, the contracting public entity reserves the right to require timely submission of document(s) required in the Special Provisions.

Contractor shall use the forms in this Proposal Package or shall photocopy the forms and complete them. No alterations can be made to the forms except to add additional signature lines as required. Any other alteration or amendment of these forms may invalidate the Proposal. **All forms are to be signed; the contractor being awarded the contract will need to have the bonds and insurance in EMBARK's purchasing manager's office for the contract file before the contract is executed.**

All documents need to be signed prior to EMBARK's Board of Trustees' approving a contract. EMBARK or an officer of the business or corporation may sign this document. A corporate seal or Letter of Authorization is needed for any other signer. For instance, if a salesman or manager signs this form, a Letter of Authorization or a corporate seal is to be attached. Documents must be notarized if a corporate seal is unavailable.

Non-Responding Form

Should you choose not to respond to this solicitation, please complete the non-responding form found herein.

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COMPTROLLER GENERAL'S LIST OF INELIGIBLE PROPOSERS

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

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by the Comptroller General;
2. Have not within a three (3) 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 (3) 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-contractor is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE CONTRACTOR OR SUB-CONTRACTOR, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 et. seq. ARE APPLICABLE THERETO THE FEDERAL REGULATIONS.

(SEAL)

ATTEST:

Secretary

STATE OF _____)
) §
COUNTY OF _____)

Name of Corporation or Firm

By:

Authorized Signature Title

Print the Above Name and Title

_____, of lawful age, being first duly sworn, on oath says that he/she is the agent authorized to submit the above contract to EMBARK. Affiant further states that they have not paid, given or donated or agreed to pay, give, or donate to any officer or employee of EMBARK, and money or other thing of value, either directly or indirectly, in the procuring of this contract.

Affiant Signature

Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public _____ Notary Number _____ Commission Expires _____

(Balance of page intentionally left blank)

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 Proposal packet, the Proposal 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 if needed.

Proposing Company:		Owner/CEO:	
Address:			
City:		State:	Zip:
Email:	Phone:		Fax:
Company URL:			

Date Company was started: _____

If a corporation, date and location of incorporation: _____

Number of years the Proposer has business under current firm or trade name: _____

Attach a current schedule of contracts. For each contract, provide project name, gross worth (in dollars) and anticipated completion. **(This will be an attachment)**

General character of work performed by company:

Have you ever failed to complete any work awarded to you? ☐ Yes ☐ No

If so, where and why? **(This will be an attachment)**

Have you ever defaulted on a Contract Agreement? ☐ Yes ☐ No

If so, where and why? **(This will be an attachment)**

List the more important contracts recently completed by you, stating approximate gross cost for each, and the month and year completed. **(This will be an attachment)**

List your major equipment available for this Contract Agreement. **(This will be an attachment)**

Experience in General or Sub-contractor specialty work similar in importance to this project. **(This will be an attachment)**

List the background and experience of the principal members that will be on this project, including the officers.

(Provide bank reference: _____)

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STATEMENT OF PROPOSER'S QUALIFICATIONS

Page 2 of 2

COTPA may ask for a detailed financial statement that you must furnish if requested, you must answer if you are in agreement that you will furnish the financials. ☐ Yes ☐ No

Net Worth Ratio: _____

Annual Gross Income: ☐ <\$500,000, ☐ \$500,000-\$1,000,000, ☐ \$1M-2M, ☐ \$2M-5M, ☐ >\$5M

Proposer may submit any additional information he/she desires.

(SEAL)

Name of Corporation or Firm

ATTEST:

Secretary

By: _____

Authorized Signature Title

STATE OF _____)

) §

COUNTY OF _____)

Print the Above Name and Title

_____, of lawful age, being first duly sworn, on oath says that he/she is the agent authorized to submit the above contract to EMBARK. Affiant further states that they have not paid, given or donated or agreed to pay, give, or donate to any officer or employee of EMBARK, and money or other thing of value, either directly or indirectly, in the procuring of this contract.

Affiant Signature

Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public _____ Notary Number _____ Commission Expires _____

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ANTI-COLLUSION AFFIDAVIT

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 Proposing 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:

To any collusion among Proposer in Restraint of freedom of competition by agreement to Proposal at a fixed price or to refrain from Proposing;

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.

(SEAL)

ATTEST:

Secretary

STATE OF _____)
COUNTY OF _____) §

Name of Corporation or Firm

By:

Authorized Signature Title

Print the Above Name and Title

_____, of lawful age, being first duly sworn, on oath says that he/she is the agent authorized to submit the above contract to EMBARK. Affiant further states that they have not paid, given or donated or agreed to pay, give, or donate to any officer or employee of EMBARK, and money or other thing of value, either directly or indirectly, in the procuring of this contract.

Affiant Signature

Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public _____ Notary Number _____ Commission Expires _____

(Balance of page intentionally left blank)

CERTIFICATE OF NON-DISCRIMINATION

Page 1 of 2

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

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. 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. 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:
 - i. 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.
 - ii. 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.
 - iii. 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.

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CERTIFICATE OF NON-DISCRIMINATION

Page 2 of 2

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. In the event of the contractor's non-compliance with this Non-discrimination Clause, the Contract Agreement may be canceled or terminated by the Central Oklahoma Transportation and Parking Authority (EMBARK) Board of Trustees. The Board of Trustees may declare the contractor ineligible for further contracts with EMBARK until satisfactory proof of intent to comply shall be made by the contractor and/or Subcontractor(s). The Contractor and or Contractor will have the required guidelines and regulations posted as per the Equal Employment requirements.

I have read the above clause and agree to all the requirements.

(SEAL)

Name of Corporation or Firm

ATTEST:

Secretary

By: _____

Authorized Signature Title

STATE OF _____)

) §

COUNTY OF _____)

Print the Above Name and Title

_____, of lawful age, being first duly sworn, on oath says that he/she is the agent authorized to submit the above contract to EMBARK. Affiant further states that they have not paid, given or donated or agreed to pay, give, or donate to any officer or employee of EMBARK, and money or other thing of value, either directly or indirectly, in the procuring of this contract.

Affiant Signature

Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public _____ Notary Number _____ Commission Expires _____

(Balance of page intentionally left blank)

BUSINESS RELATIONSHIP AFFIDAVIT

The undersigned as Contractor or Contractor's Authorized Agent, being of lawful age and being first duly sworn on oath, hereby swears, affirms and states that the undersigned has thoroughly read and understands the provisions and terms of this Business Relationship Affidavit and is fully knowledgeable of Contractor's and its officers' and directors' business relationships and associations and hereby affirmatively so states that as a part of this Proposal.

The undersigned as Contractor or Contractor's Authorized Agent further swears, affirms, and states that the Contractor does not have any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this sworn statement and has not had any such relationship with EMBARK, the engineer or any other party to this project except, if any, as stated on the lines below.

The undersigned as Contractor or as Contractor's Authorized Agent further swears, affirms, and states that no officer or director of the Contractor has a partnership, joint venture, or other business relationship presently in effect and no officer or director of the Contractor has had any such relationship within one (1) year prior to the date of this sworn statement with any officer or director of EMBARK or engineering firm or other party to this project except, if any, as stated on the lines below.

If Contractor or any of its officers or directors has or within the one (1) year prior to the date of this statement has had any such relationships, the Contractor or Contractor's Authorized Agent must state the names of all persons having such business relationships and the positions they hold or held with the Contractor and/or their respective companies or firms on the lines provided below:

(THE CONTRACTOR MUST STATE ANY BUSINESS RELATIONSHIP MEETING THE ABOVE DESCRIPTION ON THE LINES ABOVE, IF NO DISCLOSURE IS MADE ON THE ABOVE LINES THEN CONTRACTOR WILL BE IRREFUTABLY DEEMED TO HAVE STATED AND SWORN UNDER PENALTY OF LAW THAT CONTRACTOR AND ITS OFFICERS OR DIRECTORS HAS NO SUCH RELATIONSHIPS.)

(SEAL)

ATTEST:

Secretary
STATE OF _____)
COUNTY OF _____) §

Name of Corporation or Firm

By: _____
Authorized Signature Title

Print the Above Name and Title

_____, of lawful age, being first duly sworn, on oath says that he/she is the agent authorized to submit the above contract to EMBARK. Affiant further states that they have not paid, given or donated or agreed to pay, give, or donate to any officer or employee of EMBARK, and money or other thing of value, either directly or indirectly, in the procuring of this contract.

Affiant Signature

Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public _____ Notary Number _____ Commission Expires _____

This Affidavit required for Public Improvement Projects by 61 Oklahoma Statutes (2001) § 108.

(Balance of page intentionally left blank)

AUTHORIZATION FOR INFORMATION

The undersigned hereby authorized and requests any person, firm, or corporation to furnish any information requested by EMBARK 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.

(SEAL) _____
Name of Corporation or Firm

ATTEST: _____
Secretary By: _____
Authorized Signature Title

STATE OF _____)
COUNTY OF _____) § _____
Print the Above Name and Title

_____, of lawful age, being first duly sworn, on oath says that he/she is the agent authorized to submit the above contract to EMBARK. Affiant further states that they have not paid, given or donated or agreed to pay, give, or donate to any officer or employee of EMBARK, and money or other thing of value, either directly or indirectly, in the procuring of this contract.

Affiant Signature

Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public _____ Notary Number _____ Commission Expires _____

This Affidavit required for Public Improvement Projects by 61 Oklahoma Statutes (2001) § 108.

(Balance of page intentionally left blank)

RECEIPT OF ADDENDUM FORM

This Proposal will not be considered unless this form has been fully completed and signed by the Contractor or the Contractor's Authorized Agent

Project Number: 2014024
Project Description: Market Research

Name of Contractor _____
Address _____

To the Chairman and Board of Trustees of COTPA:

The undersigned, as or on behalf of Contractor, declares: That Contractor prepared this Proposal and, before preparing the Proposal, carefully read and examined the Proposing Documents and any other documentation or information. Contractor is familiar with and able to comply with all the provisions of the Proposing Documents.

Contractor agrees that if this Proposal is accepted, Contractor will enter into the Contract with COTPA and properly submit the required Bonds, documents, and insurance within seven (7) calendar days following COTPA's notification of its intent to award Contract, unless such time is extended by the COTPA Administrator. Contractor hereby agrees to commence work within seven (7) calendar days after the Work Order is issued by the COTPA Administrator and to complete the work within the number of working days or by the calendar date specified in the Special Provisions of the Proposing Documents.

Contractor encloses the Proposal Security as required in Proposing Documents. The Anti-collusion Affidavit, in its entirety, is incorporated herein by reference and list all affidavits and certificates.

I acknowledge receipt of addenda number(s):

_____ Addenda # 1 Date _____ Initialed _____	_____ Addenda # 5 Date _____ Initialed _____
_____ Addenda # 2 Date _____ Initialed _____	_____ Addenda # 6 Date _____ Initialed _____
_____ Addenda # 3 Date _____ Initialed _____	_____ Addenda # 7 Date _____ Initialed _____
_____ Addenda # 4 Date _____ Initialed _____	_____ Addenda # 8 Date _____ Initialed _____

Date: _____ Contractor: _____
Name of Corporation or Firm

_____ Signature of Contractor or Contractor's Authorized Agent
Affix Corporate seal if applicable

_____ Title of Contractor or Contractor's Authorized Agent

(Balance of page intentionally left blank)

REQUEST FOR QUESTIONS AND/OR CLEARIFICATIONS:

FOR PROJECT: 2014024

All requests are to be in writing, they can be e-mailed, hardcopy mail or faxed to the following:

Jim Meeks: jim.meeks@okc.gov, 2000 South May Avenue, Oklahoma City, OK 73108, 405-316-2777

AGENT AUTHORIZATION LETTER

Page 1 of 2

THIS DOCUMENT IS TO BE SIGNED IF A THIRD PARTY AGENT IS UTILIZED BY THE PROPOSING CONTRACTOR TO SIGN, NEGOTIATE, AND ADMINISTER IN PLACE OF AN OFFICER OF SAID CONTRACTOR.

Contracting Officer's Signature

Only contracting officers shall sign contracts on behalf of the United States. The contracting officer's name and official title shall be typed, stamped, or printed on the contract. The contracting officer normally signs the contract after it has been signed by the contractor. The contracting officer shall ensure that the signer(s) have authority to bind the contractor (see specific requirements in **4.102** of this subpart).

Contractor's Signature

Individuals

A contract with an individual shall be signed by that individual. A contract with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words, "an individual doing business as"

Name of firm:

Partnerships

A contract with a partnership shall be signed in the partnership name. Before signing for the Government, the contracting officer shall obtain a list of all partners and ensure that the individual(s) signing for the partnership have authority to bind the partnership.

Corporations

A contract with a corporation shall be signed in the corporate name, followed by the word "by" and the signature and title of the person authorized to sign. The contracting officer shall ensure that the person signing for the corporation has authority to bind the corporation.

Joint ventures

A contract with joint ventures may involve any combination of individuals, partnerships, or corporations. The contract shall be signed by each participant in the joint venture in the manner prescribed in paragraphs (a) through (c) of this section for each type of participant. When a corporation is participating, the contracting officer shall verify that the corporation is authorized to participate in the joint venture.

Agents

When an agent is to sign the contract, other than as stated in paragraphs (a) through (d) of this section, the agent's authorization to bind the principal must be established by evidence satisfactory to the contracting officer.

Contract Clause

In accordance with Federal Acquisition Regulation (FAR) 4.102 (e), which states, "when an agent is to sign the contract, other than as stated in paragraphs (a) through (d) of FAR Subpart 4.102, when the agent's authorization is to bind the principal must be established by evidence satisfactory to COTPA."

AGENT AUTHORIZATION LETTER

Page 2 of 2

Contractors utilizing the services of a third party to bind on behalf of the officers of the contractor must submit the agent authorization letter identifying the agent(s) designated to represent said party. COTPA will not accept Proposals submitted binding the Contractor without a signed Agent Authorization Letter.

Provide the following information on the principal's letterhead:

COTPA's Project No. _____ the undersigned contractor (principal) hereby authorized (Agent) _____, to act as agent for said contractor, with said specific authority delegated from the contractor to the agent. The authority of the agent is limited to the exact and specific delegations identified below.

☐ Sign Contracts – Comments _____

☐ Negotiated – Comments _____

☐ Administer Project – Comments _____

☐ Other – Comments _____

Authorized Principle Signature _____

To be signed only by Authorized Principle such as corporate officer of contractor; i.e. may not be signed by sales or purchasing agent, etc.

Contractor _____ Title _____

_____, of lawful age, being first duly sworn, on oath says that he/she is the agent authorized to submit the above contract to COTPA. Affiant further states that they have not paid, given or donated or agreed to pay, give, or donate to any officer or employee of COTPA, and money or other thing of value, either directly or indirectly, in the procuring of this contract.

Affiant Signature _____

Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public _____ Notary Number _____ Commission Expires _____

Authorized Agent _____ Title _____

_____, of lawful age, being first duly sworn, on oath says that he/she is the agent authorized to submit the above contract to COTPA. Affiant further states that they have not paid, given or donated or agreed to pay, give, or donate to any officer or employee of COTPA, and money or other thing of value, either directly or indirectly, in the procuring of this contract.

Affiant Signature _____

Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public _____ Notary Number _____ Commission Expires _____

This Affidavit required for Public Improvement Projects by 61 Oklahoma Statutes (2001) § 108.

COST PROPOSAL FORM

Proposals shall include itemized costs for all labor, hourly rates, transportation, equipment, materials, and support necessary for the completion of the Scope of Work.

This Proposal will not be considered unless this form has been fully completed and signed by the Contractor or the Contractor's Authorized Agent

Project Number: 2014024	Project Description: Market Research
--------------------------------	---

Contractor:		Contact:	
Address:		Federal ID:	
City:	State:	Zip:	
Email:	Phone:	Fax:	
Company URL:		Owner/CEO:	

To the Chairman and Board of Trustees of COTPA:

The undersigned, as or on behalf of Contractor, declares: That Contractor prepared this Proposal and, before preparing the Proposal, carefully read and examined the Proposing Documents and any other documentation or information. Contractor is familiar with and able to comply with all the provisions of the Proposing Documents.

Contractor agrees that if this Proposal is accepted, Contractor will enter into the Contract with COTPA and properly submit the required Bonds, documents, and insurance within seven (7) calendar days following COTPA's notification of its intent to award Contract, unless such time is extended by the COTPA Administrator. Contractor hereby agrees to commence work within seven (7) calendar days after the Work Order is issued by the COTPA Administrator and to complete the work within the number of working days or by the calendar date specified in the Special Provisions of the Proposing Documents.

Contractor encloses the Proposal Security as required in Proposing Documents. The Anti-collusion Affidavit, in its entirety, is incorporated herein by reference and list all affidavits and certificates.

ORIGINAL INK SIGNATURE REQUIRED

Date: _____

Contractor: _____
Name of Corporation or Firm

Affix Corporate seal if applicable

Signature of Contractor or Contractor's Authorized Agent

Title of Contractor or Contractor's Authorized

(Balance of page intentionally left blank)

CONTRACTOR'S DECLARATION

To the Chairman and Board of Trustees of COTPA:

Contractor understands, agrees and warrants:

The undersigned, as or on behalf of Contractor, declares: That Contractor prepared this Proposal and, before preparing the Proposal, carefully read and examined the Proposing Documents and any other documentation or information. Contractor is familiar with and able to comply with all the provisions of the Proposing Documents.

Contractor agrees that if this Proposal is accepted, Contractor will enter into the Contract with COTPA and properly submit the required Bonds, documents, and insurance within seven (7) calendar days following COTPA's notification of its intent to award Contract, unless such time is extended by the COTPA Administrator. Contractor hereby agrees to commence work within seven (7) calendar days after the Work Order is issued by the COTPA Administrator and to complete the work within the number of working days or by the calendar date specified in the Special Provisions of the Proposing Documents.

Contractor encloses the Proposal Security as required in Proposing Documents. The Anti-collusion Affidavit, in its entirety, is incorporated herein by reference and list all affidavits and certificates.

The contractor has carefully read and fully understands the full scope of the Proposal Documents and Contract Documents.

That contractor has the capability to successfully undertake and complete the responsibilities and obligations in said Proposal Documents and Contract Documents.

COPTA reserves the right to award or reject any or all Proposals, also the right to accept all or part of any Proposal offered and to accept that Proposal or part of that Proposal which will, in the Trust's opinion, best serve the public interest. COTPA reserves the right to waive any technicalities and formalities in the Proposing.

The contractor agrees to hold this Proposal valid for 120 calendar days from date of opening.

ORIGINAL INK SIGNATURE REQUIRED

Contractor: _____ By: _____
Name of Corporation or Firm Signature of Contractor or Contractor's Authorized Agent

Title _____ Date _____
Title of Contractor or Contractor's Authorized Agent

Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public _____ Notary Number _____ Commission Expires _____

This Affidavit required for Public Improvement Projects by 61 Oklahoma Statutes (2001) § 108.

(Balance of page intentionally left blank)

CURRENT CUSTOMERS

You may be asked to provide additional references and advise your clients we may call.

Reference 1	Company Name:		URL:
	Client Location:		How long have they been a customer?
	Primary Contact:		
	Phone: ()		Email:
	Project Title:		

Reference 2	Company Name:		URL:
	Client Location:		How long have they been a customer?
	Primary Contact:		
	Phone: ()		Email:
	Project Title:		

Reference 3	Company Name:		URL:
	Client Location:		How long have they been a customer?
	Primary Contact:		
	Phone: ()		Email:
	Project Title:		

Reference 4	Company Name:		URL:
	Client Location:		How long have they been a customer?
	Primary Contact:		
	Phone: ()		Email:
	Project Title:		

Reference 5	Company Name:		URL:
	Client Location:		How long have they been a customer?
	Primary Contact:		
	Phone: ()		Email:
	Project Title:		

Reference 6	Company Name:		URL:
	Client Location:		How long have they been a customer?
	Primary Contact:		
	Phone: ()		Email:
	Project Title:		

ARTICLE 20 FTA FEDERALLY REQUIRED CONTRACT CLAUSES

Page 1 of 2

Executing this agreement, the undersigned Contractor, certifies to abide by all the Federal Clauses herein and the subcontractors are to abide by said clauses. The required federal clauses are set forth in Appendix A-1 of the Best Practices Procurement Manual, the link:

http://www.fta.dot.gov/funding/thirdpartyprocurement/bppm/grants_financing_6195.html

1. Energy Conservation Certification
2. Access To Records and Reports Certification
3. Federal Changes Certification
4. No Government Obligation to Third Parties Certification
5. Program Fraud and False or Fraudulent Statements and Related Acts Certification
6. Assurance of Contract Provisions Flow-Down Certification
7. Truth-in-Negotiation Certification
8. Civil Rights Certification
9. Incorporation of Federal Transit Administration (FTA) Terms Certification
10. Imaginations Certification
11. Seatbelt Regulations
12. Texting Regulations
13. Disadvantaged Business Enterprise (DBE) 49 CFR Part 26
 - Disadvantaged Business Enterprises (DBE) Certification
 - Good Faith Efforts
 - DBE Qualification Form
 - DBE Utilization Form
 - DBE Letter of Intent to Subcontractor
 - Notification Change of DBE Participation
 - Determination of Good Faith Effort
 - DBE Program Policy Statement of COTPA
14. Subcontractor Section
 - Subcontractor Information Form
 - Subcontractor's Certificate not being on the Ineligible List Contractors
 - Subcontractor's Declaration
 - Subcontractor's identification numbers
 - Subcontractor's Debarment Certification
 - Subcontractor's Contractor Registration form
15. Contracts of \$10,000 for items designated by EPA
 - Recycled Products Certification
16. Contracts of \$25,000.00
 - Government-wide Debarment and Suspension Certification
 - Lower Tier Debarment Certification
17. Contracts of \$100,000.00
 - Buy America Certification
 - Lobbying Certification
 - Clean Water Certification
 - Clean Air Certification
 - Bonding Requirements:
 1. Performance
 2. Statutory
 3. Maintenance
18. Operations, Management, Rolling Stock & Construction
 - Contract Work Hours and Safety Standards Act
 - ADA Access
 - Transit Employee Protective Agreements
 - Drug and Alcohol Testing Requirements
 - Seismic Safety Requirements
 - Bonding Requirements:
 1. Performance
 2. Statutory
 3. Maintenance
 - Davis-Bacon and Copeland Anti-Kickback Acts Certification
19. Rolling Stock
 - Bus Testing
 - Pre-Award and Post Delivery Audit Requirements
 - TVM
20. Contracts with Drug and Alcohol Files
 - Privacy Act Certification
21. Contracts for Research & Development
 - Patent and Rights in Data Certification
22. Contracts for all ITS Projects
 - Intelligent Transportation Systems Requirements
23. Foreign Transport
 - Fly America Certification
 - Cargo Preference Certification
24. System for Award Management (SAM)

FTA REQUIRED CONTRACT CLAUSES

Page 2 of 2

By signing this document, I declare that I am duly authorized to make these certifications and assurances and bind the company. Thus, the contractor agrees to comply with all City, State and Federal statutes, regulations, executive orders, and administrative guidance required for this Contract. The contractor also affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein and this document and any other submission made and acknowledges that the provision of the Program Fraud Civil Remedies Act of 1986, 31 U. S. C. 3801 et seq., as implemented by U. S. DoT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made for this Contract." In signing this document, I declare under penalties of perjury that the foregoing certifications, assurances, and any other statements made by me on behalf of the contractor are true and correct. All above regulations and forms are available in the purchasing department; please note the items in red type are required for contracts that are so noted.

ORIGINAL INK SIGNATURE REQUIRED

Contractor: _____ By: _____
Name of Corporation or Firm Signature of Contractor or Contractor's Authorized Agent

Title _____ Date _____
Title of Contractor or Contractor's Authorized Agent

Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public _____ Notary Number _____ Commission Expires _____

(Balance of page intentionally left blank)

REQUIRMENTS FOR DBE/SBA

Is your firm certified as a DBE with the Oklahoma Dept. of Transportation (ODOT). ☐ Yes ☐ No

If yes, attach your Oklahoma DBE Certification

Will your firm be using a Certified Oklahoma DBE ☐ Yes ☐ No

If yes, contact the Purchasing Manager for required DBE forms.

REQUIRMENTS FOR SUB-CONTRACTOR

Will you be using a Sub-Contractor: ☐ Yes ☐ No

if yes, contact the Purchasing Manager for required forms.

REQUIRMENTS FOR CONTRACTS \$25,000 AND OVER

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

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 Proposal or Proposal, the Contractor certifies as follows:

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

The certification in this clause is a material representation of fact relied upon by EMBARK. If it is later determined that the Proposer or Proposer knowingly rendered an erroneous certification, in addition to remedies available to EMBARK, 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 Proposal is valid and throughout the period of any contract that may arise from this Proposal. The Proposer or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company Name _____ Date _____

Signature _____ Title _____

REQUIRMENT FOR CONTRACTS \$100,000 AND OVER

LOBBYING CERTIFICATION OF COMPLIANCE WITH FEDERAL LOBBYING REQUIREMENTS
(49 CFR PART 20)

To be submitted with each Proposal exceeding \$100,000

The _____ (Proposer) certifies to the best of its knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency; a member of Congress, an officer or employee of Congress, an employee of a member of Congress; or any Board member or employee of COTPA in connection with the awarding of any federal contract; any federally funded contract; or the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any federal contract, federally funded 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, or influencing or attempting to influence; an officer or employee of any agency; a member of Congress; an officer or employee of Congress; an employee of a member of Congress or a Board member or employee of COTPA in connection with this federally funded contract, grant, loan, or cooperative agreement, the undersigned shall register and comply with all federal disclosure requirements.
3. The undersigned shall require that the language of this certification be included in the solicitation and award documents for all sub-awards at all tiers including but not limited to subcontracts, sub-grants and contracts under grants, loans and cooperative agreements and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any offeror 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.

(SEAL)

ATTEST:

Secretary

STATE OF _____)
) §
COUNTY OF _____)

Name of Corporation or Firm

By: _____
Authorized Signature Title

Print the Above Name and Title

_____, of lawful age, being first duly sworn, on oath says that he/she is the agent authorized to submit the above contract to COTPA. Affiant further states that they have not paid, given or donated or agreed to pay, give, or donate to any officer or employee of COTPA, and money or other thing of value, either directly or indirectly, in the procuring of this contract.

Affiant Signature

Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public _____ Notary Number _____ Commission Expires _____

This Affidavit required for Public Improvement Projects by 61 Oklahoma Statutes (2001) § 108.

CONTACT INFORMATION

SALES CONTACT			
Company Name:			
Address:	City:	State:	Zip:
Contact Person:		Email:	
Phone:	Mobile:		Fax:
BILLING CONTACT			
Company Name:			
Address:	City:	State:	Zip:
Contact Person:		Email:	
Phone:	Mobile:		Fax:
Company Name:			
Address:	City:	State:	Zip:
Contact Person:		Email:	
Phone:	Mobile:		Fax:

After Hours Emergency Number(s)_____

After Hours Emergency Number(s)_____

After Hours Emergency Number(s)_____

After Hours Emergency Number(s)_____

(Balance of page intentionally left blank)

CONTRACT

This Contract Agreement is made and entered into this _____ day of _____, 2015, by and between the Central Oklahoma Transportation and Parking Authority, hereinafter referred to as "COTPA" and (Name of Corporation or Firm) _____, hereinafter referred to as "PROPOSER".

WITNESSETH:

WHEREAS, COTPA has approved certain specifications and requested by notice that Proposals be submitted thereon; and,

WHEREAS, the approval of this Agreement constitutes that all the Federal Regulations will be followed and verify their certifications; and

WHEREAS, Contractor, in response to said solicitation, submitted to COTPA in the manner and at the time specified, a sealed Proposal in accordance with the terms of this contract; and

NOW, THEREFORE, in consideration of the mutual covenants contained hereinafter relating to the project, the parties agree to the terms and conditions set forth in the Proposal, Negotiations, and all documents referencing this project RFP **2014024** and incorporated herein. In the event there is a conflict between the Proposal and this Agreement, the Agreement shall prevail.

Order of Precedence: In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: 1) this contract form and attachments, 2) Proposal documents and 3) specifications.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST:

CENTRAL OKLAHOMA TRANSPORTATION
AND PARKING AUTHORITY

SECRETARY

CHAIRMAN

(SEAL)

Name of Corporation or Firm

ATTEST:

Secretary

By: _____

STATE OF _____)

Authorized Signature

Title

) §

Print the Above Name and Title

COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says that he/she is the agent authorized to submit the above contract to COTPA. Affiant further states that they have not paid, given or donated or agreed to pay, give, or donate to any officer or employee of COTPA, and money or other thing of value, either directly or indirectly, in the procuring of this contract.

By: _____

Affiant Signature

Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public _____ Notary Number _____ Commission Expires _____

REVIEWED for form and legality by: _____
Assistant Municipal Counselor

COTPA - VENDOR REGISTRATION FORM

PRINT HERE: _____

CHECK ALL THAT APPLY:

NAME OF BUSINESS OR OWNER, IF SOLE PROPRIETOR/INDIVIDUALLY OWNED: _____

CERTIFICATION: U

Federal Taxpayer Identification Number (FIN):
(AKA EMPLOYER IDENTIFICATION NUMBER -EIN)

--	--	--	--	--	--	--	--	--	--

SOLE PROPRIETOR/INDIVIDUALLY OWNED.

OR Social Security Number:

(IF INDIVIDUAL OR SOLE PROPRIETORSHIP)

--	--	--	--	--	--	--	--	--	--

PARTNERSHIP.....	
LIMITED LIABILITY COMPANY (LLC).....	
CORPORATION.....	
NON-PROFIT (PER IRS 501C3 REGS.).....	
GOVERNMENT.....	

(1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (for exempt payees)

(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

(3) The payee is a U.S. person (including a U.S. resident alien).

SIGN HERE: _____ DATE: _____

INSTRUCTIONS: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. (Further instructions may be obtained from the IRS.)

*****VENDOR REGISTRATION FORM*****

CHECK ALL THAT APPLY:

NEW VENDOR.....	
ADDRESS CHANGE.....	
ADDRESS ADDITION.....	
FEDERAL I.D. NO. CHG.....	
MISCELLANEOUS.....	

AFRICAN AMERICAN.....	
ALASKAN NATIVE.....	
ASIAN AMERICAN.....	
HISPANIC AMERICAN.....	
NATIVE AMERICAN.....	
WOMAN-OWNED.....	

ATTORNEY.....	
MEDICAL SVCS TO CITY.....	
MINORITY.....	
SMALL.....	
SCHOOL/UNIVERSITY.....	
TRUST.....	

DEALER.....	
FACTORY REP.....	
RETAILER.....	
MANUFACTURER.....	
IN-STATE/LOCAL.....	
DISABILITY.....	

PURCHASE/ORDER ADDRESS:

PAYMENT/REMITTANCE ADDRESS

Include Individual Name If Sole Proprietorship	
Company Name	
Street or P.O. Box	
City, State, Zip	
Contact Person	
Do you want to receive orders by email or regular mail?	
Email Address for Orders	
Telephone Number	Fax Number

Include Individual Name If Sole Proprietorship	
Company Name	
Street or P.O. Box	
City, State, Zip	
Contact Person	
Do you want to receive payments by EFT or regular mail?	
Email Address For Remittance Advice (EFT form will be sent to you.)	
Telephone Number	Fax Number

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer is now debarred or otherwise declared ineligible by any public agency from bidding or furnishing materials, supplies or services, to any other public agency thereof. NOTE: Section 11 of the City Charter prohibits employees of the City from having direct or indirect interest in City Contracts.

Return to:

COTPA
2000 S. May Avenue
Oklahoma City, OK 73108
Office 405-297-2777, Fax 405-316-2777
e-mail – jim.meeks@okc.gov

Signature of Person Authorized to Sign _____ Date Signed _____

Print Name & Title of Person Signing _____

ARTICLE 21 NOT RESPONDING TO THIS PROPOSAL

As part of our continuing efforts to establish new merchant and contractor relationships, COTPA would appreciate feedback from Vendors who have chosen to not participate in this solicitation. If you are not offering a Proposal, please take a moment to indicate which of the following best describes the reason you are not offering a Proposal. Be advised that your company will be retained on our contractors list for future requests for the services requested.

Company Name:			
Contact:		Title:	
Address:	City:	State:	Zip:
Contact Email:		URL	
Main Phone:	Fax:		

Please select one of the below as to why you have chosen not to participate in this solicitation.

- ☐ My Company does not Proposal the service requested.
- ☐ The specifications were unclear. (Please explain)

- ☐ There was not enough time allowed to submit a Proposal.
If so, did you request an extension?

- ☐ My company is working at full capacity now and cannot handle your order at this time.
- ☐ The general terms and conditions for this contract are not acceptable to my company.
(Please explain)

- ☐ Our experience on previous COTPA contracts was not satisfactory. (Please explain)

Other Comments: