



## **Request for Proposals**

RFP-2223-59

Norman Microtransit Pilot Program

**City of Norman  
Public Works Department  
Transit and Parking Division  
225 N. Webster Ave  
Norman, OK 73069**

Phone: (405) 217-7761 Fax: (405) 366-5418

Email: [taylor.johnson@normanok.gov](mailto:taylor.johnson@normanok.gov)

**March 17, 2023**

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## SECTION 1: GENERAL INFORMATION

### 1.1 Purpose of RFP

The City of Norman is soliciting responses from qualified vendors for a microtransit pilot program for 2023 and 2024.

### 1.2 Communications with City of Norman

Upon release of this solicitation document, all proposer communications concerning the RFP must be directed to:

Taylor Johnson, Transit and Parking Program Manager  
City of Norman

225 N. Webster Ave  
Norman, OK 73069

(405) 217-7761

[taylor.johnson@normanok.gov](mailto:taylor.johnson@normanok.gov)

Unless authorized by the City Manager in writing, no other City of Norman official or employee is empowered to speak for City of Norman with respect to this Request for Proposal (RFP).

### 1.3 Submission of Proposals

Proposals shall be prepared as described in Section 3 of this RFP.

Submissions shall be sent via email in PDF format and/or delivered in hard-copy or electronic media (CD, flash drive, etc.) to the City of Norman offices, attention of:

Taylor Johnson, Transit and Parking Program Manager  
City of Norman

225 N. Webster Ave  
Norman, OK 73069

***Proposals are due no later than 5:00 p.m. central standard time on Friday, April 21, 2023.***

### 1.4 Schedule

<u>RFP Issued:</u>	March 17, 2023
<u>Written Questions Due:</u>	March 31, 2023, 5:00 p.m. CST
<u>Response to Questions:</u>	April 6, 2023, 5:00 p.m. CST
<u>Proposals Due:</u>	April 21, 2023, 5:00 p.m. CT
<u>Interviews (if needed):</u>	May 1-3, 2023
<u>Anticipated Award:</u>	May 23, 2023

Each submittal shall remain open for a period of ninety (90) days beginning April 21, 2023. City of Norman reserves the right to request extension of the submittal validity period.

### **1.5 Nonresponsive Submittals**

City of Norman reserves the right to reject as non-responsive any submittal which is incomplete, obscure, or irregular or submitted from proposers who have previously failed to perform properly or complete on time contracts of any nature. City of Norman reserves the right to reject any or all submittals, based on its discretion alone.

### **1.6 Late Submittals, Modifications of Submittals, and Withdrawals of Submittals**

A modification of a submittal already received will be considered only if the proposed modification is received prior to the established deadline. Any submittal or modification received at the office designated in the solicitation after the exact time specified for receipt will be considered non-responsive and will be returned to the proposer not opened.

The time of receipt at City of Norman is the time-date stamped on the email or submittal envelope or other documentary evidence of receipt maintained by City of Norman.

Submittals may be officially withdrawn from consideration only by a written request to City of Norman's point of contact as identified in Section 1.3 prior to the response deadline.

No proposer may withdraw its submittal after the time announced for submitting or before the award and execution of the contract, unless the award is delayed for a period exceeding ninety (90) days.

### **1.7 Joint Ventures Not Permitted**

Proposers shall structure their submittals so that one Proposer is the Primary Submitter. Firms associated with the Primary Submitter, providing goods and/or services to City of Norman under this contract, shall be as a subcontractor to the primary contract awardee, not City of Norman.

### **1.8 Pre-Contractual Expenses**

City of Norman will not be responsible for any expenses incurred in preparing, submitting, or negotiating this proposal, and such costs should not be included in the proposal.

### **1.9 Ineligible proposers**

In the event that a proposer is on the Comptroller General's list of ineligible for federally financed or assisted work, its submittal may be rejected, and any contract resulting from its submittal may be canceled, terminated, or suspended by City of Norman. The US Comptroller General's list of ineligible contractors is available from the GAO Publications Branch, located at Room 6427, 441 G Street, Washington DC, 20548, or online at <https://www.dol.gov/ofccp/regs/compliance/preaward/debarlst.htm>.

### **1.10 Clarifications and Questions**

Any explanation desired by a proposer regarding the meaning or interpretation of the solicitation document must be requested in writing via email to [taylor.johnson@normanok.gov](mailto:taylor.johnson@normanok.gov) no later than the date and time listed in Section 1.4. Oral explanations or instructions given before the award of the contract shall not be binding.

Any answers to questions given to prospective proposers concerning the clarification of, or any changes to, the RFP solicitation document will be provided in writing to all prospective proposers as an addendum to the solicitation. All addenda will be posted on the City of Norman website at [www.normanok.gov](http://www.normanok.gov).

### **1.11 Acknowledgement of Addenda**

While City of Norman will make efforts to provide addenda to all interested parties, it is the proposer's responsibility to ensure that they have received and understand any and all addenda issued.

A completed 'Addendum Acknowledgement' form (included in Exhibit A) shall be included with all

proposals.

### 1.12 Single Submittal

In the event that only one submittal is received, City of Norman will conduct a price or cost analysis of the proposal, or both, and the proposer hereby agrees to such analysis. Any such analysis and the results therefrom shall not obligate City of Norman to accept such a single submittal, and City of Norman may reject such submittal at its sole discretion. In the event of such price or cost analysis, City of Norman shall have the right to extend the effective date of the submittal for more than 90 days.

### 1.13 Protest Procedures

- Filing a Protest: Any party with an interest in the award of the solicitation may file a protest that City staff did not follow its own policies and procedures regarding a Procurement Action, or the procedures and restrictions set out in this RFP. Any protest must be submitted in writing to Public Works Director, and include the following information:
  - a) Name, address, email address, and telephone number of the protester
  - b) Signature of the protester or their representative
  - c) Identification of the solicitation
  - d) Detailed statement of the legal and factual grounds of the protest
  - e) Copies of all relevant documents
  - f) The form of relief requested

Issues and facts not stated in the Notice of Protest will not be considered.

- Time for Filing a Protest: A protest based on alleged improprieties or ambiguities in a solicitation must be filed at least seven (7) business days before the due date of the bid or proposal. A protest based upon alleged improprieties in an award of a contract, or a proposed award of a contract must be filed within three (3) business days after the Notice of Intent to Award has been issued.
- Notice of Protest: Procurement shall immediately give notice of a protest to the selected Proposer if a contract has been awarded. If no award has been made, notice will be provided to all Proposers.
- Stay of Award: If a protest is filed, the award will be postponed unless the Public Works Director determines in writing that:
  - a) Reasonable probability exists that the protest will be denied.
  - b) Delay of the award would be contrary to the best interests of the City of Norman.
- Review: The Public Works Director shall review and investigate properly filed protests and issue a written decision to the protestor:
  1. A meeting(s) will be called within five (5) business days from receipt of the protest that will include representatives from the City and the protester to discuss the issue(s) related to the protest. The meeting may be conducted by telephone or video conference if convenient for both parties.
  2. A decision of the protest will be made by the Public Works Director within three (3) business days of the final meeting and at the time the protester shall be notified of the decision in writing by the Director by email or regular mail.
  3. The Public Works Director may, at his/her sole discretion, extend the limits of time

outlined above.

4. The decision of the Public Works Director shall be final, unless appealed as provided herein.
  5. A request for reconsideration may be allowed if data becomes available that was not previously known, or there has been an error of law or regulation.
- Appeal: A Protestor may appeal the Public Works Director's formal decision to City of Norman's City Manager. The written appeal must be received by the City of Norman within two (2) business days after receipt of the written decision by the Protestor, or the appeal will not be considered. Properly filed appeals of the decisions of the Public Works Director shall be reviewed and investigated by the City Manager who shall issue the City of Norman's final decision no later than twenty-one (21) business days after receipt.

#### **1.14 Public Disclosure of Information**

All the information contained in the submittal is subject to the State of Oklahoma public disclosure laws. If a Proposer feels that any information is confidential or proprietary in nature, the Proposer must submit all such information in a separate sealed envelope prominently marked with the proposer's name and "Exempt from Public Disclosure." City of Norman 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.

City of Norman assumes no responsibility or liability for any losses or damages which may result from the disclosure of information contained in the submittal. Furthermore, it will be the responsibility of the proposer to protect the confidentiality of any information submitted in the submittal, and the proposer will assume all liability and responsibility for any information declared confidential and shall defend and hold City of Norman harmless for any cost, penalties, and/or fees (including attorney's fees) incurred in any action regarding the disclosure of said information.

#### **1.15 Equal Employment Opportunity**

Proposer must agree not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Proposer must agree to execute the attached Certificate of Nondiscrimination (included in Exhibit A) and agree to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions in that Certificate. Proposer must agree to include this nondiscrimination clause in any subcontracts.

## SECTION 2: SCOPE OF WORK

### 2.1 Introduction and Key Objectives

The City of Norman (“City”) is a city in the Oklahoma City metropolitan area with a population of 128,000 and is home to the University of Oklahoma campus with over 30,000 students. It is the third largest city in the state and is the county seat of Cleveland County. The City provides transit service in the city in cooperation with EMBARK, the public transit operator in the Oklahoma City metropolitan area. Under contract with EMBARK, seven fixed-route bus routes and an ADA paratransit service known as EMBARK Plus are operated. The service is currently fare free. The City services provide over 300,000 passenger trips each year. In 2021 the City adopted the GO Norman Transit Plan to guide transit service development in the future.

In 2022, the City explored the possibility of providing microtransit service to augment existing fixed route and paratransit service. A study was conducted to identify neighborhoods where microtransit could effectively augment existing fixed-route bus services and test the feasibility of microtransit as a means to enhance mobility throughout the City. Based on the study results, the City intends to initiate a microtransit pilot serving neighborhoods in the core area of the City including downtown and the OU campus.

The study recommended that the City retain a contract operator to provide microtransit service using the turnkey model wherein the vendor provides all services required for the service, planning and mobilization, driver training, vehicles and vehicle maintenance and marketing and promotion. The recommended service plan targets time periods when current transit service is largely unavailable. Microtransit would operate in a defined zone generally covering the area now served by fixed route transit including downtown Norman and the University of Oklahoma (OU) campus. Unlike Norman’s current fixed route service, microtransit service will have a fare.

It is anticipated that the service will start in mid-summer 2023 and operate for nine months to one year. The intent is to have the service available in the City in advance of the start of the 2023 fall semester at OU.

The goals for the pilot include:

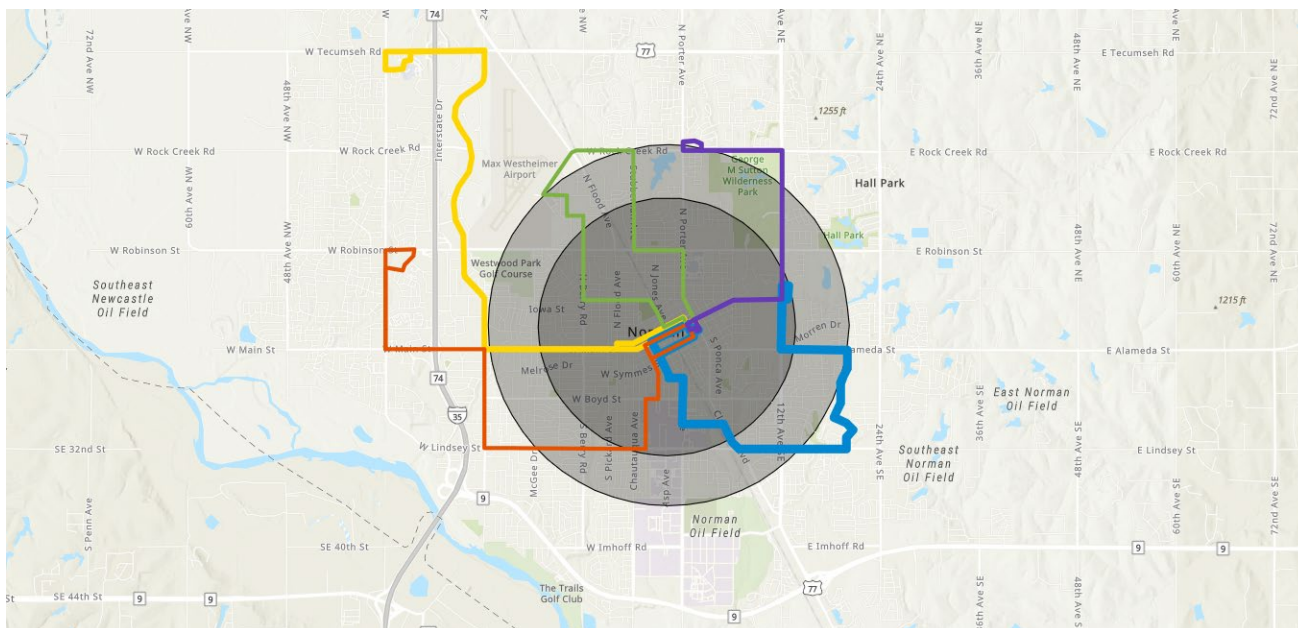
- Demonstrate the viability of microtransit to augment fixed route transit service in the City.
- Provide transit service during time periods not currently served by transit in the City.
- Enhance mobility for residents within the core area of the city.

The purpose of this RFP is to solicit proposals from qualified vendors to provide microtransit for the proposed pilot program. The City has allocated appropriate funds for this pilot project. The City encourages vendors to submit a proposal that includes the full suite of services needed to launch, operate, and market a microtransit service. Additionally, the agency encourages vendors to identify any functions that could substantially reduce the cost of contracted services if performed or provided by the City directly. If the pilot successfully demonstrates the viability of microtransit to address the City’s goals, microtransit will be considered to be added to the transportation options in Norman beyond the pilot period.

### 2.2 Definition of Service

#### A. Microtransit Zone

- Figure 1 shows an area of 5-square miles and 10 square miles with coverage of the downtown and OU areas, plus a reference to planned fixed route service changes. The microtransit zone should prioritize zone coverage based on the desired coverage area of downtown, OU and concentration of fixed route services while maintaining other service goals described in this RFP.



**Figure 1:** Map showing example of a potential microtransit zone in 5 and 10 sq. mi. areas.

- The selected vendor is expected to work with the City to finalize the microtransit service zone boundaries based on their experience, available budget and anticipated rider demand.

**B. Days and Span of Service**

- The microtransit pilot will operate seven days per week. Mondays through Fridays the service will operate from 7:00 PM to 1:00 AM. The service will operate from 6:00 PM to midnight on Saturdays and from 10:00 AM to 6:00 PM on Sundays.
- The City may expand or reduce service hours as needed as the microtransit system continues to develop.

**C. Microtransit Operations**

- The City prefers that microtransit service will use the curb-to-curb operating model, although proposers are to submit a cost for a model with corner-to-corner allowed. The following operating characteristics are required:
  - Average walk distance to a stop: 0.10 miles
  - Maximum walk distance to a stop: 0.25 miles
- Passenger wait times
  - Maximum target wait time for pick-up: 20 minutes
  - Average wait time for pick-up: 15 minutes or less
  - Percent of ride requests completed within 20 minutes wait time: 80% or higher
  - Equivalent service standards for Wheelchair Accessible Vehicle (WAV) requests.
- The microtransit service will accommodate pooled rides of two or more passengers subject to the following limitations. The app and software shall be able to:
  - Pool customers' pick-up and drop-off locations based on the standards for passenger wait times.
  - Transport minors travelling with or without an adult as per City policies.



- Limit pick-up and drop-off points to locations within the service zone and select fixed-route transit connection points or major, regional destinations, such as the Healthplex, identified in conjunction with the City.
- Restrict certain pick-up and drop-off point combinations.
- Add passengers to a route in progress.
- Limit the time added to an individual passenger trip based on re-route to pick up passengers: Customer experience is not more than eight (8) minutes late from the quoted time.
- Limit the total trip time for an individual passenger trip to no more than twice the typical direct driving time when using a personal vehicle.
- Collect fare as further outlined in Section 2.4.

#### D. Vehicles

- Ownership
  - Vehicles shall be owned or leased by the vendor.
- Type
  - The preferred vehicle is a SUV or van with seating for at least six (6) passengers.
- Wheelchair Accessibility
  - Service must have the ability to deploy wheelchair accessible vehicles (WAV) as requested by any customer in the service zone.
  - It is preferred that all vehicles utilized be WAV.
- Fleet
  - Pilot program is to start with at least three operating vehicles, with one spare. Vendor recommendations will be considered for final number of vehicles.
- Servicing and maintenance
  - The selected vendor is required to provide all necessary and standard vehicle servicing and maintenance and ensure that microtransit vehicles are safe and clean each day.
  - The vendor is responsible for fueling unless other arrangements are agreed to between the City and the vendor.

#### E. Personnel

- The vendor will provide all necessary personnel such as drivers, mechanics, road supervisors, administrative, customer service, and others to successfully operate the service.
  - Conduct appropriate background check, drug, and alcohol screening, etc. on all hired personnel.
  - Provide all technical training and support.
  - Provide qualified drivers that are knowledgeable of ADA rules and regulations to service riders with disabilities.

### 2.3 Customer Trip Requests

- A. Customer App Requirements. The app and overall customer-facing processes shall have the following attributes:

- A consumer-facing smartphone application for a fully automated scheduling, dispatching, and reserving demand response transit service.
  - App must be available for download on the Apple App store and Google Play store.
  - App must be device agnostic and accessible to all major browsers.
  - App must allow users to search for, book, and pay for rides in real time.
  - App must show ride's estimated wait time, arrival, and vehicle location in real time.
  - App must show pick-up and drop-off locations.
  - App must include the ability to verify the driver's authenticity.
  - App must have the ability for the customer to communicate directly with the driver to coordinate pick-ups.
- App must have the ability to request WAV vehicles.
- Vendor, in coordination with the City, will devise an alternative option that enables customers to book a trip without a smartphone or on behalf of another customer (including by caretakers for select customers with disabilities, as determined by the City).
- The app provided by the vendor must have the ability to integrate with existing or planned applications that the City intends and/or plans to use.

B. Call Center Backup / Customer Service

- Customer service for the microtransit service is to be provided by the vendor.
- Ability to complete a "warm handoff" between the City's customer service representatives and vendor customer service staff (including staff providing alternative booking options) must be provided to address customer questions or requests.
- A lost and found policy / service is to be implemented as part of customer service.

C. Software / Data Access

- The City of Norman desires full access and ultimate ownership of all data associated with the pilot to shape strategic planning efforts.
- The exact data requirements will be determined prior to the launch and may be updated during the pilot period. The vendor shall work with the City to provide data via a report, dashboard, and/or API. Data shall be made publicly available in a manner that protects user privacy.
- An NTD-standard report must be generatable for upload to the Federal Transit Administration.
- Vendor shall notify the City and customers of any data breach, privacy violations, and/or any other incidents within thirty (30) days of the event.

## 2.4 Fares and Fare Collection

A. Fare Payment

- Microtransit service will have a fare during the pilot. The fare level and fare policy will be finalized during the mobilization period.
- The vendor will be responsible for all fare collection during the pilot period.
- The fare system shall accommodate customer-specific discounts (e. g., reduced fares for veterans, seniors, youth, etc.).
- The fare system must be able to properly account for fare revenue and include a process for

crediting the revenue to the City.

B. Options for the Unbanked

- The vendor will accommodate the needs of unbanked customers without access to credit / debit cards when designing the fare payment system.
- The vendor should propose this methodology.

C. Cash Handling

- The vendor should include their recommendation for allowing cash fares.
- If cash fares are allowed, the vendor is responsible for handling all cash received from fares, which will then be credited to the City.

**2.5 Marketing and Promotion**

The selected vendor is also required to assist the City in promoting and marketing the service drawing from experience with other deployments. During the mobilization period the vendor will prepare a Marketing and Promotion plan in cooperation with the City. The City will make available outreach mechanisms such as the City website, social media, newsletters, press releases, etc.

**2.6 Insurance and Indemnification**

The selected vendor will be required to provide insurance in the following amounts:

Comprehensive general liability insurance. Such policy shall contain inclusive limits per occurrence of not less than \$1,000,000.00 per occurrence/2,000,000.00 annual aggregate, which provides coverage for claims and claims arising from personal injury, bodily injury and property damage, and shall name Landlord as an additional insured.

Automobile liability coverage, including for non-owned and hired autos, in the amount of \$1,000,000.00 per occurrence which protects from claims for bodily injury and property damage.

Worker's compensation and employer's liability insurance in compliance with applicable legal requirements.

Copies of the following certificates of insurance shall be required to be filed with the City:

- Worker's Compensation
- General Liability
- Professional Liability

The City shall be indemnified from any acts of the vendor resulting in a legal claim for damages and require riders to waive any claim against the City resulting from their use of these services.

**2.7 Options and Alternative Approaches**

The proposer is requested to list options that in their experience would 1) lead to a better microtransit pilot and 2) reduce the cost to the City. Options should be explained in sufficient detail to ensure the idea is clearly understood. References to microtransit pilots in other areas can be cited as examples to further explain the option.

Proposers must include the additional cost or cost reduction on the cost proposal form.

## SECTION 3: PROPOSAL REQUIREMENTS

### 3.1 Proposal Contents

To be considered responsive, each proposal shall contain the following:

1. Letter of Transmittal (Section 3.2)
2. Technical Proposal (Section 3.3)
3. Required Forms and Certifications (Exhibits A and B)

### 3.2 Letter of Transmittal

A brief introductory letter to introduce the proposal should contain the following:

1. Identification of the proposer, including name and mailing address.
2. Acknowledgement of receipt of all RFP addenda, if any.
3. Name, title, email address, and telephone number of contact person during period of proposal evaluation.
4. A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal.
5. Signature of a person authorized to commit the proposer to the terms of the proposal.

### 3.3 Technical Proposal

The technical proposal shall fully address the following areas:

1. Responsiveness to Scope of Work
  - a. Address the scope of work requirements listed in Section 2 of this RFP and how those requirements will be met.
  - b. Propose creative or innovative optional approaches where appropriate.
2. Past performance and quality of services
  - a. Describe the firm's overall experience and past performance in providing services similar to those described in this RFP.
  - b. Provide at least three (3) references for which similar services have been performed. Include a brief summary, the scope of work, dates of the engagement, and the name, email, and phone number of a contact person who is willing to briefly discuss the project with City of Norman.
3. Cost
  - a. Include proposed cost to accomplish the scope of work requirements.
  - b. Proposal should include the price as follows:
    - Start up and mobilization cost, if any.
    - Cost for microtransit operations inclusive of personnel, vehicles, vehicle maintenance, fuel and other materials, management and oversight, liability, and insurance, permits and licenses, and any other items required for this turnkey service. Include technical support for the customer and driver apps, dashboard reporting, and any related software and systems.

- Optional corner-to-corner operating model.
  - Options to reduce the overall cost of the pilot. This may include the City providing space for vehicle storage, and the City providing fuel at a City fueling facility. Other ideas will be considered.
  - Include the period for the operation of the services.
  - Cost per hour for possible price changes in service during the period of the pilot.
- c. All cost information must be submitted on the cost proposal form in Attachment 1.
4. Qualifications of Project Staff
- a. Provide an organization chart showing key personnel involved in startup, ongoing operations, and oversight of the microtransit service pilot.
  - b. Provide brief bios of the individuals including role in the project, the individual's location and years of experience with transit and microtransit projects.
5. Qualifications of firm
- a. Provide a description of your firm, including the year founded, the types of services offered, the number of employees, and the size and location of offices.
  - b. If your submittal represents a joint effort on a prime/subcontracted submittal, provide the above for all members of the submittal team and the specific responsibilities of each project team firm.
  - c. Provide information on required certifications and business licenses allowing the firm to do business in the City of Norman and the State of Oklahoma.

## SECTION 4: EVALUATION PROCESS AND AWARD

### 4.1 Evaluation Committee

Evaluation of proposers will be performed by a committee comprised of City of Norman staff familiar with the City's transit program. The evaluation committee will evaluate and select the proposal that best addresses the requirements of the project, in accordance with the criteria stated herein. City of Norman reserves the right to reject any or all submittals.

### 4.2 Evaluation Criteria

Each applicant will be evaluated on the basis of the following factors and corresponding weights, which are detailed in Section 3.3:

<u>Criteria</u>	<u>Points</u>
Responsiveness to Scope of Work	25
Past Performance and References	25
Cost	20
Qualifications of Project Staff	15
Qualifications of Firm	10
Oklahoma-based Firm or Satellite Office	5

This is a value-based selection and City reserves the right to select the proposal that is judged to be best.

### 4.3 Selection Process

The evaluation process will occur in the following manner and sequence:

1. Submittals will not be publicly opened and will be kept strictly confidential during the evaluation phase. All aspects of evaluation, including quantities of submittals received, identity of proposers, documentation, correspondence and meetings, will be kept confidential by the Selection Committee until after the preferred proposer has been awarded the contract.
2. A responsive submittal is one which conforms in all material respects to the RFP. The City of Norman reserves the right to waive technicalities or minor informalities in determining a proposer's responsiveness. A responsible proposer is a firm that has the capability in all respects to perform fully the contract requirements, and the perseverance, experience, integrity, reliability, capacity, facilities, equipment, etc. which will assure good faith performance.
3. Responsive submittals will then be evaluated against the Evaluation Criteria identified in Section 4.2 above. From these rankings, either a recommendation for the most highly qualified firm will be made or a short-list of leading candidates will be developed for the purpose of conducting oral presentations or interviews of their submittal.
4. Developing a short-list will in no way change the original submitted response and shall not constitute acceptance of any subsequent proposal. Short-listed firms should plan to have key personnel participate in the presentation or interview and may be asked to provide a detailed approach to the work anticipated in Section 2, or supplemental/additional information for review by the Selection Committee prior to the meeting. As an alternative to reduce travel costs a video presentation or teleconferencing may be used.
5. City of Norman reserves the right to utilize new or revised Evaluation Criteria and weights in evaluating any short-listed firms. If changes are made to the criteria or weights, they will be

reduced to writing and be sent to the short-listed proposers prior to the presentation date.

6. After evaluations, Selection Committee scores will be checked for accuracy and tallied to identify the most highly qualified firm whose submittal, in the opinion of the Selection Committee, best meets the RFP requirements, Evaluation Criteria, and is in the best overall interest of the City of Norman.
7. Notice of Selection: The City of Norman shall issue a written Notice of Selection to all proposers of its intent to enter negotiations with the selected vendor and award the contract. If negotiations fail to produce an agreement, the City will enter into negotiations with the second highest ranking candidate on the list. This process will repeat until an agreement is reached and a contract has been executed

#### **4.4 Award of Contract**

- City of Norman will be the sole judge in the determination of the most highly qualified proposer and reserves the right to make selection based solely on the written response to the Evaluation Criteria and forego developing a short-list of firms.
- City of Norman reserves the right to enter into a contract, identifying an amount "not to exceed", with any proposer and will prepare such contract based upon a Scope of Services and proposed costs as negotiated and approved by the selected proposer and City of Norman. City of Norman further reserves the right to reject any proposed agreement or contract that does not conform to the RFP requirements, and which is not approved by City of Norman's City Attorney Department.
- Council Approval: Once negotiations are successfully completed, a recommendation for contract award will be presented before the City of Norman City Council.
- City of Norman may reject all proposers if such action is determined to be in the best interest of City of Norman.
- Within 90 days after the deadline for submittals, City of Norman will either decide to award a contract or reject all submittals, unless extension is made as stated in Section 1.4.

#### **4.5 Billing and Payment**

Payment for services rendered under the contract may be billed as work progresses. Contract progress billings may be submitted once each 30 days, not to exceed 80% of the total contract fee prior to contract completion and final project acceptance.

## **Exhibit A:**

### **Required Forms and Certifications**

*For a proposal to be considered responsive, the following forms, certifications, and/or statements are to be executed and enclosed with each proposal. Proposals received without these forms/certifications completed will not be considered. Compliance with these requirements is mandatory for a contract award.*



# INELIGIBLE CONTRACTORS CERTIFICATE

"The \_\_\_\_\_ (name of RFP submitter, the third party contractor) hereby certifies that it IS or IS NOT (circle one) included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations for Various Public Contracts Incorporating Labor Standard Provisions.

COMPANY NAME: \_\_\_\_\_

AUTHORIZED OFFICIAL: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

# ADDENDUM ACKNOWLEDGEMENT

Proposer/Bidder acknowledges receipt of the following addenda which are attached to the proposal/bid:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive and omitted from consideration.

# CERTIFICATE OF NONDISCRIMINATION

In connection with the performance of work under this contract, the contractor agrees as follows:

- A. The contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. The Contractor shall take affirmative action to ensure that employees are treated without regard to their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor and Subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions in this section.
  
- B. In the event of the Contractor's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The Contractor may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.
  
- C. The Contractor agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

I have read the above stated clauses and agree to abide by their requirements.

\_\_\_\_\_  
Contractor

ATTEST:

\_\_\_\_\_  
Name and Title

## **Exhibit B:**

### **Required Federal/FTA Clauses**

*For a proposal to be considered responsive, the following forms, certifications, and/or statements are to be executed and enclosed with each proposal. Proposals received without these forms/certifications completed will not be considered. Compliance with these requirements is mandatory for a contract award.*

## **Federal Contract Clauses Materials & Supplies**

As a recipient of Federal Transportation Administration (FTA) grants, EMBARK agrees annually in the Master Agreement with FTA (<https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>) to adhere to all applicable federal laws, regulations, and directives associated with federal funding along with the FTA Certifications and Assurances for Federal Funding Assistance Program. EMBARK Contractors are also required to comply with those federal clauses to which are herein incorporated by reference and made a part of this Agreement. The FTA Certifications and Assurances are available at the following link:

<https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>

### ***No Federal Government Obligations to Third Parties (Use of Disclaimer)***

a. In connection with the Project, the Contractor agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, lessee, third party contractor, or other participant at any tier of the Project, or other person or entity that is not a party to the Grant Agreement or Cooperative Agreement for the Project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, sub agreement, lease, third party contract, or arrangement at any tier, the Federal Government has no obligations or liabilities to any entity other than the contractor, including any subcontractor, lessee, third party contractor, or other participant at any tier of the Project.

### ***False or Fraudulent Statements or Claims – Civil and Criminal Fraud***

a. Civil Fraud. The Contractor acknowledges and agrees that:

- (1) Federal laws, regulations, and requirements apply to itself and its Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31.
- (2) By executing this Agreement, the Contractor certifies and affirms to the Contracting Entity or the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Contractor provides to the Contracting Entity.
- (3) The Contracting Entity may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Contractor presents, submits, or makes available any false, fictitious, or fraudulent information.

b. Criminal Fraud. The Contractor acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Contracting Entity or the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Contractor provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

### ***Access to Third Party Contract Records***

a. The Contractor agrees to require, and assures that each of its Subcontractors will require:

- (1) The Contracting Entity, the U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all contract or subcontract records as required under 49 U.S.C. § 5325(g), and
- (2) Sufficient access to all contract or subcontract records as needed for compliance with applicable federal laws, regulations, and requirements or to assure proper management of this Agreement as determined by the Contracting Entity or the FTA.

## ***Changes to Federal Requirements***

- a. The Contractor agrees and assures that it will comply with all federal statutes, rules, and regulations including amendments thereto.

### Civil Rights (Title VI, ADA, EEO (except special DOL Construction Clause))

- a. Civil Rights Requirements. The Contractor agrees to comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance.
- b. Nondiscrimination in Federal Public Transportation Programs. The Contractor agrees to, and assures that it and each Subcontractor will:
  - (1) Prohibit discrimination based on race, color, religion, national origin, sex (including gender identity), disability, or age.
  - (2) Prohibit the:
    - (a) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332,
    - (b) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332, or
    - (c) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.
  - (3) Follow:
    - (a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.
- c. Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees to, and assures that each Subcontractor will:
  - (1) Prohibit discrimination based on race, color, or national origin,
  - (2) Comply with:
    - (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.,
    - (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and
    - (c) Federal transit law, specifically 49 U.S.C. § 5332, and
  - (3) Follow:
    - (a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance,
    - (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and
    - (c) All other applicable federal guidance that may be issued.

d. Equal Employment Opportunity.

(1) Federal Requirements and Guidance. The Contractor agrees to, and assures that each Subcontractor will, prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and:

(a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., 37 FTA Master Agreement MA (24), 10-1-2017,

(b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,

(c) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement,

(d) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients," and

(e) Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability.

(2) Specifics. The contractor agrees to, and assures that it will:

(a) Prohibited Discrimination. Ensure that applicants for employment are employed and employees are treated during employment without discrimination based on their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations,

(b) Affirmative Action. Take affirmative action that includes, but is not limited to:

1. Recruitment advertising, recruitment, and employment,
2. Rates of pay and other forms of compensation,
3. Selection for training, including apprenticeship, and upgrading, and
4. Transfers, demotions, layoffs, and terminations, but

(c) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer,"

(3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:

(a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and

(b) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

e. Disadvantaged Business Enterprise. To the extent authorized by applicable federal laws, regulations, or requirements, the Contractor agrees to facilitate, and assures that each Subcontractor will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged

individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Underlying Agreement as follows:

- (1) Statutory and Regulatory Requirements. The Contractor agrees to comply with:
  - (a) Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note,
  - (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and
  - (c) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement. 38 FTA Master Agreement MA (24), 10-1-2017.
- (2) Assurance. As required by 49 C.F.R. § 26.13(a):
  - (a) Contractor Assurance. The Contractor agrees and assures that:
    1. It must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 C.F.R. part 26,
    2. It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts,
    3. Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Agreement, and
    4. Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement.
  - (b) The Contractor agrees and assures that it will include the following assurance in each of the subcontracts it signs with a Contractor and agrees to obtain the agreement of each of its Contractors to include the following assurance in every contract and subcontract it signs:
    1. The Subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted agreement and the administration of its DBE program or the requirements of 49 C.F.R. part 26,
    2. The Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted agreements,
    3. Failure by the Subcontractor to carry out the requirements of this subparagraph 12.e(4)(b) is a material breach of this Agreement, as applicable, and
    4. The following remedies, or such other remedy as the Contracting Entity deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor or Subcontractor as non-responsible.
- (3) Remedies. Upon notification to the Contractor of its failure to carry out its approved program, Contracting Entity, FTA or U.S. DOT may impose sanctions as provided for under 49 C.F.R. part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.

f. Nondiscrimination on the Basis of Sex. The Contractor agrees to comply with federal prohibitions against



discrimination based on sex, including:

- (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §1681 et seq.,
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and
- (3) Federal transit law, specifically 49 U.S.C. §5332.

g. Nondiscrimination on the Basis of Age. The Contractor agrees to comply with federal prohibitions against discrimination based on age, including:

- (1) The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 – 634, which prohibits discrimination based on age,
- (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625,
- (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals based on age in the administration of Programs, Projects, and related activities receiving federal assistance,
- (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and
- (5) Federal transit law, specifically 49 U.S.C. § 5332.

h. Nondiscrimination on the Basis of Disability. The Contractor agrees to comply with the following federal prohibitions against discrimination based on disability:

(1) Federal laws, including:

- (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities,
- (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
  1. Generally, Titles I, II, and III of the ADA apply, but see 40 FTA Master Agreement MA (24), 10-1-2017.
- (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities,
- (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
- (e) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

(2) Federal regulations and guidance, including:

- (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37,

- (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27,
- (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38,
- (d) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39,
- (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35,
- (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36,
- (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630,
- (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, subpart F,
- (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194,
- (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609,
- (k) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance," and
- (l) Other applicable federal civil rights and nondiscrimination regulations and guidance.

i. Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections. The Contractor agrees to comply with the confidentiality and civil rights protections of:

- (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq.,
- (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and
- (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2. 41 FTA Master Agreement MA (24), 10-1-2017.

j. Other Nondiscrimination Laws, Regulations, Requirements, and Guidance. The Contractor agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable federal Civil Rights laws, regulations, and requirements, and failure to follow guidance may be enforced as provided in those federal laws, regulations, requirements, or guidance.

#### Disadvantaged Business Enterprises (DBEs)

a. To the extent authorized by applicable federal laws, regulations, or requirements, the Contractor agrees to facilitate, and assures that it and its Subcontractors will facilitate, participation by small business concerns

owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Underlying Agreement as follows:

- (1) Statutory and Regulatory Requirements. The Contractor agrees to comply with:
  - (a) Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note,
  - (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and
  - (c) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement. 38 FTA Master Agreement MA (24), 10-1-2017.
- (2) Assurance. As required by 49 C.F.R. § 26.13(a):
  - (a) The Contractor agrees and assures that:
    - (1) It must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 C.F.R. part 26,
    - (2) It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts,
    - (3) Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement, and
    - (4) Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement.
  - (b) The Contractor agrees and assures that it will include the following assurance in each agreement and with its Subcontractors to include the following assurance:
    - (1) It will not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted agreement and any subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26,
    - (2) It will take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted agreements and any subcontracts, as applicable, 39 FTA Master Agreement MA (24), 10-1-2017
    - (3) Failure by the contractor and any of its Subcontractors to carry out the requirements of this subparagraph 12.e(4)(b) is a material breach of this agreement or subcontract, as applicable, and
    - (4) The following remedies, or such other remedy as the Contracting entity deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor or Subcontractor from future bidding as non-responsible.
- (3) Remedies. Upon notification to the Contractor of its failure to carry out its approved program, Contracting Entity, FTA or U.S. DOT may impose sanctions as provided for under 49 C.F.R. part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.

## Incorporation of FTA Terms

### a) The Contractor agrees:

1. To comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its procurements,
2. To comply with the applicable U.S. DOT Common Rules, and
3. To follow the most recent edition and any revisions of FTA Circular 4220.1, "Third Party Contracting Guidance," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

### ***Awards Exceeding \$10,000***

## Terminations

a. Upon written notice, the Contractor agrees that the Federal Government may suspend or terminate all or any part of the Federal assistance to be provided for the Project if the Recipient has violated the terms of the Grant Agreement or Cooperative Agreement for the Project including this Master Agreement, or if the Federal Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of Federal assistance for the Project. The Contractor understands and agrees that any failure to make reasonable progress on the Project or any violation of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement that endangers substantial performance of the Project shall provide sufficient grounds for the Federal Government to terminate the Grant Agreement or Cooperative Agreement for the Project. In general, termination of Federal assistance for the Project will not invalidate obligations properly incurred by the Contractor before the termination date to the extent those obligations cannot be canceled. If, however, the Federal Government determines that the Contractor has willfully misused Federal assistance by failing to make adequate progress, by failing to make reasonable and appropriate use of Project property, or by failing to comply with the terms of the Grant Agreement or Cooperative Agreement for the Project including this Master Agreement, the Federal Government reserves the right to require the Contractor to refund the entire amount of Federal assistance provided for the Project or any lesser amount as the Federal Government may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Grant Agreement or Cooperative Agreement for the Project.

### ***Awards Exceeding \$25,000***

## Debarment and Suspension – requires separate signature – last page

- a. This is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 3000. As such the contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935)
  - b. The Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by COTPA. If it is later determined that the Contractor did not comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C, in addition to remedies available to the State of Oklahoma and Contracting Entity, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
-

### ***Awards Exceeding the Simplified Acquisition Threshold (\$250,000)***

Buy America (awards over \$150,000) – requires separate signature – last page

a. Except as the Federal Government determines otherwise in writing, the Contractor agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidance, including:

(1) Buy America. The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with 49 U.S.C. § 5323(j).

Resolution of Disputes, Breaches, Defaults, or Other Litigation

a. The Contractor agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

1. Notification to FTA. The Contractor agrees to notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations. If the Contractor seeks to name the Federal Government as a party to litigation for any reason, in any forum, the Contractor agrees to inform FTA in writing before doing so. At a minimum, each notice to FTA under this Section 56 of this Master Agreement shall be provided to the FTA Regional Counsel within whose Region the Recipient operates its public transportation system or implements the Project.
2. Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds derived from any third-party recovery, based on the percentage of the Federal share awarded for the Project, except that the Contractor may return liquidated damages recovered to its Project Account in lieu of returning the Federal share to the Federal Government.
3. Enforcement. The Contractor agrees to pursue its legal rights and remedies available under any third-party contract or available under law or regulations.
4. FTA Concurrence. FTA reserves the right to concur in any compromise or settlement of any claim involving the Project and the Contractor.
5. Alternative Dispute Resolution. FTA encourages the Contractor to use alternative dispute resolution procedures, as may be appropriate.

### ***Awards Exceeding \$100,000 by Statute***

Lobbying – requires separate signature – last page

a. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each Contractor and each Subcontractor certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each Contractor and each Subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Contracting Entity. Certification attached hereto.

Clean Air

a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

- b. The Contractor agrees to report each violation to the Contracting Entity and understands and agrees that the Contracting Entity will, in turn, report each violation as required to assure notification to the State of Oklahoma, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

#### Clean Water

- a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act as amended, 33 U.S.C. § 1251 et seq. Any violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- b. The Contractor agrees to report each violation to the Contracting Entity and understands and agrees that the Contracting Entity will, in turn, report each violation as required to assure notification to the State of Oklahoma, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

#### ***Transport of Property or Persons***

##### Cargo Preference – property transported by ocean vessel

- a. Except as the Federal Government determines otherwise in writing, the Contractor agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidance, including:
  - (1) Cargo Preference–Use of United States-Flag Vessels. The shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.- Flag Vessels," 46 C.F.R. part 381.

##### Fly America (foreign air transport/travel)

- a. The Contractor agrees to, and assures that it will, comply with the mandatory air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 – 301-10.143.

#### ***Miscellaneous Special Requirements***

##### Energy Conservation

- a. The Contractor agrees to, and assures that it will, comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

##### Recycled Products

- a. Required Clauses in Contracts. In addition to other applicable provisions of federal law, regulations, requirements, and guidance, all contracts made by the Contractor under the Federal award must contain provisions covering the following, as applicable:

(1) Solid Wastes. A Contractor that is a state agency must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value 46 FTA Master Agreement MA(24), 10-1-2017 of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### Conformance with National ITS

a. The Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and to follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal guidance.

#### ADA Access

a. Nondiscrimination on the Basis of Disability. The Contractor agrees to comply with the following federal prohibitions against discrimination based on disability:

(1) Federal laws, including:

(a) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:

1. For FTA Recipients generally, Titles I, II, and III of the ADA apply, but 40 FTA Master Agreement MA (24), 10-1-2017
2. For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer."

By signing this document, I declare that I am duly authorized to make these certifications and assurances and bind the Contractor. Thus, the Contractor agrees to comply with all City, State and Federal statutes, regulations, executive orders, and administrative guidance required for this Agreement. In signing this document, I declare under penalties of perjury that the forgoing certifications, assurances, and any other statements made by me on behalf of the contractor are true and correct.

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument, the day, month and year first above written.

Name and Title \_\_\_\_\_

## Certifications Requiring Separate Signature

### *Suspension and Debarment Certification – Contracts over \$25,000*

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

Name and Title \_\_\_\_\_

### *Lobbying – Contracts over \$100,000*

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

Name and Title \_\_\_\_\_

### *Buy America - Contracts over \$100,000*

*Certification requirement for procurement of steel, iron, or manufactured products.*

#### ***Certificate of Compliance with 49 U.S.C. 5323(j)(1)***

The bidder or proposer hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Name and Title \_\_\_\_\_

#### ***Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)***

The bidder or proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Name and Title \_\_\_\_\_