REQUEST FOR PROPOSAL (RFP) COTPA 2016007

FOR

CNG SITE ANALYSIS, ENGINEERING, DESIGN, AND CONSTRUCTION MANAGEMENT CONSULTANT

RELEASED: Friday, September 4, 2015
ADVERTISED: September 4 and 18, 2015

PRE-PROPOSAL CONFERENCE CALL: Wednesday, Sept. 16, 2015
2 pm CDT at 405.297.2306

QUESTION DEADLINE: Friday, Sept. 18, 2015
12 pm CDT at 300 SW 7, OKC OK 73109 or embark.procurement@okc.gov

SUBMISSION DEADLINE: Friday, Sept. 25, 2015
5 pm CDT at 300 SW 7, OKC OK 73109
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LEGAL NOTICE TO PROPOSERS

Notice is hereby given that the Central Oklahoma Transportation and Parking Authority (COTPA or EMBARK) will receive sealed proposals at 300 SW 7, Oklahoma City, Oklahoma 73109, no later than September 25, 2015 at 5:00 pm (CDT) for the following.

Request for Proposal (COTPA 2016007) – **CNG Site Analysis, Engineering, Design and Construction Management Consultant**

Proposals shall be made in accordance with the Notice to Proposers, General Instructions and Requirements for Proposers, Oklahoma Open Records Act and Confidential Information, and the RFP proposal packet. A copy of this RFP and proposal forms may be obtained free of charge from the EMBARK Procurement Manager, 300 SW 7, Oklahoma City, Oklahoma 73109, Office: 405.297.3809, email: embark.procurement@okc.gov or the EMBARK website [http://embarkok.com/business/procurement](http://embarkok.com/business/procurement).

By submitting a proposal for services, the Proposer certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

EMBARK reserves the right to waive formalities, irregularities and defects in any or all proposals, except as otherwise required by law. EMBARK reserves the right to: reject any or all proposals; to reject a portion of any or all proposals; to negotiate and execute or to not negotiate or execute a pricing agreement/contract with any proposer; and to solicit new or different proposals. EMBARK reserves the right to negotiate and/or contract with one or more proposers for all or a portion of any proposal or proposed services.

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

[Signature]
Administrator
ARTICLE 1  BACKGROUND/OBJECTIVES
COTPA is seeking a consultant to conduct a site analysis and create initial engineering and design plans, specifications, cost estimates and bid documents for a new Compressed Natural Gas (CNG) fueling station and CNG facility upgrades for the existing fleet maintenance facility.

ARTICLE 2  SCOPE OF WORK
The proposal should allow COTPA to fuel and maintain the 59 buses and 20 paratransit vehicles currently in the fleet and provide capacity for future fleet expansion.

Site & Operations Evaluation
The consultant will evaluate COTPA’s existing fueling and fleet maintenance facility and operations including the site layout, existing systems, current utilities servicing the site, building condition, and fueling patterns to determine the needs for COTPA to safely and efficiently operate and fuel CNG buses and other fleet vehicles. The proposed system must allow for all buses to be fueled prior to the start of service for the day.

The consultant should determine the code requirements for the City of Oklahoma City, the State of Oklahoma, the National Fire Protection Association (NFPA), and any Authority Having Jurisdiction (AHJ) as they pertain to the servicing and storing of CNG vehicles. The study should identify the necessary CNG shop improvements for the existing maintenance facility to be in compliance with such codes to allow for work on CNG vehicles, engines, and onboard fuel and storage systems.

The firm will review COTPA’s current fueling patterns to determine by vehicle type how much fuel is required, the frequency of fueling occurrences, the total quantity of fuel required and the total amount of time required to perform fueling functions. This should include both vehicles currently in the fleet, and those that may be added in the future. Fleet expansion information will be provided by COTPA. The study must also provide recommendations for mobile fueling capabilities and include a cost / benefit analysis of providing public access to CNG.

The consultant will confirm pressure and flow rate information for the proposed natural gas service, and provide an estimated annual usage of natural gas through a 10-year bus and paratransit replacement plan. The consultant will also evaluate needs for electrical service and communication services (such as phone or cable), provide an estimated annual usage for those services and coordinate with the local gas utility to determine adequate gas volume and pressure is supplied to the COTPA facility.

Design and Construction Management
The consultant will make recommendations for a CNG fueling station as to the type of fueling station (fast-fill or slow-fill), the number of fueling hoses, location of hoses, size of compressors and storage, etc. The consultant will determine site layout for a new CNG fueling station and provide the design of a compressed natural gas fueling station. They will also provide specifications for maintenance facility renovations to comply with code requirements for the City of Oklahoma City, the State of Oklahoma, the National Fire Protection Association (NFPA), and any other Authority Having Jurisdiction (AHJ). The consultant will prepare bid documents, assist in construction contractor selection and manage construction activities by coordinating with the construction contractor, owner and the City of Oklahoma City’s construction project manager.
**Cost Estimates**
This consultant will prepare estimates for probable cost of all equipment and installation, construction, and operations of the CNG fueling station and retrofitting the existing maintenance facility to comply with the City of Oklahoma City, the State of Oklahoma, the National Fire Protection Association (NFPA) Codes and any other local Authority Having Jurisdiction (AHJ). The cost evaluation will include approximate usage and cost for natural gas, electrical power, and communication to the site.

**ARTICLE 3 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**
   a. 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**
   a. All proposals must be submitted and completed in ink or typewritten, on the forms provided by EMBARK. The individual signing the proposal must initial any erasures and/or changes.
   b. 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.
   c. The proposals are to be delivered to: EMBARK, Purchasing, 300 SW 7, OKC, OK 73109

3) **Original Proposal**
   a. 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:
      - Name and Address of Proposer
      - Solicitation Number
      - Date and Time Proposal Due
   b. Pricing will be submitted in a separate sealed envelope and will not be opened until the competitive range is determined.
   c. All proposals will be time stamped by the Purchasing office before the hour specified on the opening date.
   d. All proposals shall remain valid for 120 days from date of proposal opening.
   e. 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

4) **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.**

5) **Addendums**
   Addendums must be shown received on the Addendum Receipt Form
6) **Exemptions From Certain Taxes**
   The purchase of certain items of equipment and/or materials by EMBARK 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.

7) **No Proposal**
   If you do not wish to return a proposal, please return the Not Presenting A Proposal Form

8) **Bonds**
   a. 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.
   b. Bonds are not required for this project.

9) **Notices**
   All notices given pursuant to this Contract shall be in writing, delivered or mailed by United States mail, postage prepaid or faxed (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
   (405) 297-3809
   embark.procurement@okc.gov

10) **Commitment**
    This solicitation does not commit EMBARK 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.

11) **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 or the list of parties excluded from Federal 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.

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

13) **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.

14) **Confidential Information**
    Responses to the Offer submitted to COTPA become the property of COTPA upon receipt. At such time as a Proposer(s) 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 its 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 a proposer submits is worthy of being treated confidentially. If a request is made for information which a proposer 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.

ARTICLE 4 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 EMBARK 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 EMBARK within forty-eight (48) hours after the opening of proposals.

3) 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.

4) 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 EMBARK 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 EMBARK access to electronic catalogs, websites or price sheets.

5) 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.

6) 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 5 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 authorization 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.

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) **Cost Proposal**
   The Cost Proposal Form must be executed and included with the submitted proposal in a separate sealed envelope. 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.

8) **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.

9) **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.

10) **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.

11) **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 6 PROPOSAL PROCEDURES

1) EMBARK reserves the right to reject any and all proposals, to waive any technicalities and formalities in the proposal or to award proposal items separately. EMBARK also reserves the right to award multiple contracts.

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

3) Proposals within a competitive range (reasonably comparable in 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 request a "best and final offer" from those Proposers within the competitive range. The contract will be awarded to the responsible and responsive Proposer whose proposal is most advantageous to EMBARK.

4) Information contained in the proposals will not be released by EMBARK prior to contract award in order to protect the integrity of the procurement process.

5) Submission of information relative to this RFP, subsequent to the proposal opening date, shall not be released by EMBARK during the evaluation process or prior to contract award unless required by applicable laws. Proposers are further advised that EMBARK may be required to release proposal information after the award of a contract.

6) In the event a single proposal is received, EMBARK will conduct a price and/or cost analysis of the proposal.

ARTICLE 7 PROPOSAL EVALUATION

An Evaluation Committee comprised of a non-City related COTPA Board Member, City Manager, or designee, Administrator of COTPA, or designee, and the Project Manager will evaluate the proposals.

Preliminary review will include consideration of responsiveness to the Request for Proposal and shall be based solely on the evaluation criteria outlined below. If necessary responsive Proposers considered to be within the competitive range by the Evaluation Committee, may be asked to make oral presentations at a COTPA facility. Any presentation or interview by the Proposer shall be at the sole expense of the Proposer.

Evaluation Criteria

15% Qualifications and specific experience of Key Team Members
30% Project understanding and approach, including an understanding of COTPA
40% Experience with similar types of CNG projects for transit agencies
15% Project schedule

Negotiations and Final Selection

The objective of the negotiations will be to reach agreement on all provisions of the proposed contract, including contract price. EMBARK 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.

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

ARTICLE 8 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; EMBARK 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.
ARTICLE 9    PROTEST PROCEDURES
It is EMBARK’s policy to deal fairly with all Proposers in the competitive bidding process. This policy and procedure is intended to facilitate the resolution of any disputes that may develop as a result of EMBARK’s competitive bidding procedures.

If a Proposer believes that EMBARK mistreated the vendor before, during or after, the competitive bidding process, it is recommended that the vendor first contact EMBARK’s Procurement Manager immediately. If the Proposer is not satisfied with the Procurement Manager's response, the Proposer may file a formal appeal. A formal appeal must take the following form:

The Proposer may submit any complaint in writing specifically identifying the area of complaint and containing any support data or other pertinent information substantiating the complaint within five working days of the occurrence. The complaint shall be addressed to: EMBARK, Procurement Manager, 300 SW 7, Oklahoma City, Oklahoma 73109.

The Procurement Manager will investigate the complaint and review findings with the necessary staff representatives. The Procurement Manager will then reply in writing within five (5) working days of the date the appeal is received.

If the vendor is not satisfied with the Procurement Manager's written reply, an appeal may be made in writing within five working days to the EMBARK Administrator. The Administrator or designee will hold a hearing to ascertain all facts within 20 working days after receiving notice of appeal. The Administrator will provide findings and a decision with 10 working days following the date of the hearing.

ARTICLE 10    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 six copies.

- Certification that you are not on the comptroller's list of ineligible Contractors
- Statement of Proposer’s Qualifications
- Business Relationship Affidavit
- Anti-Collusion
- Non-Discrimination
- Authorization for Information
- Receipt of Addendum form
- Approved Equals, Questions or Clarifications on Scope of Work
- Agent Authorization Letter (if applicable)
- Cost Proposal Form
- Requirements for DBE/SBA
- Contact Information
- Federally Required Clauses

The Contractor is responsible for reviewing this list of required documents and should be completed and submitted in accordance with the requirements. 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 other RFP Articles 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.

The contract form will need to be signed upon notice of intent to award along with the required bond and/or insurance documents. All documents need to be signed prior to COTPA’s Board of Trustees approving a contract.

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


(SEAL)

Name of Corporation or Firm

ATTEST:

______________________________  By: ______________________________

Secretary Authorized Signature Title

STATE OF __________________________

) §

COUNTY OF _______________________

Print the Above Name and Title
The intent of this statement is to aid EMBARK in determining the Proposer's qualifications for this project. All questions must be answered and the information given must be clear and comprehensive. The Proposer information must be completed and the form notarized, but the answers to the questionnaire and additional information may be provided on separate attached sheets.

IF THIS STATEMENT IS NOT RECEIVED AS PART OF THE BID PACKET, THE BID WILL BE CLASSIFIED AS NOT IN COMPLIANCE AND MAY BE DISQUALIFIED AND REJECTED.

PROPOSER INFORMATION (Please complete the information below)

<table>
<thead>
<tr>
<th>Proposing Company Legal Name:</th>
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<td>Application Submitted By:</td>
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<tr>
<td>Title:</td>
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<tr>
<td>Street Address:</td>
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<td>Mailing Address:</td>
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<td>Zip:</td>
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<tr>
<td>Project Manager/Contact:</td>
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<td>Title:</td>
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<td>Phone:</td>
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QUESTIONNAIRE

1. How many years has your organization been in business under your present business name?

2. What is the General character of work performed by company?

If a corporation, provide the following information

- Date of incorporation
- State of incorporation
- President of the corporation
- Chief Financial Officer of corporation

IF YOU ANSWER YES TO ANY OF THE FOLLOWING QUESTIONS, PLEASE PROVIDE A DETAILED EXPLANATION AS AN ATTACHMENT TO THIS STATEMENT.

Is your organization certified as a disadvantaged business enterprise (DBE) with the Oklahoma Department of Transportation (ODOT)? □ Yes □ No

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

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

Have you been involved in litigation with the owners of projects in the past five years? □ Yes □ No
EMBARK 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

Bank Reference

ATTACHMENTS

THE FOLLOWING INFORMATION MUST BE ATTACHED IN ORDER FOR THIS STATEMENT TO BE CONSIDERED COMPLETE:

- Disadvantaged Business Certification (DBE) Certification, (if required). If DBE Status was indicated in the above questionnaire, then attach a copy of the said certification on file with the Oklahoma Department of Transportation (ODOT).
- Current schedule of contracts in progress. For each contract, provide project name, owner, contract amount (in dollars), percentage of work performed with your own forces, and anticipated completion.

Proposer may submit any additional information they desire.

ATTEST:

Date: _____________  Proposer: ______________________________________

Name of Corporation or Firm

____________________________  Signature of Proposer or Authorized Agent

Affix Corporate seal if applicable  Title of Proposer or Authorized Agent
ANTI-COLLUSION AFFIDAVIT

The following affidavit is submitted by the Proposer, or Proposer’s Authorized Agent:

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

1. The undersigned is the Proposer or the duly authorized agent of the Proposer submitting this competitive bid and as the lawful authority to execute the Affidavit and the attached Bid for the purpose of certifying the facts pertaining to the non-existence of collusion among Proposer and between Proposer and City or Trust officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any Contract pursuant to the Bid to which this statement is attached:

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

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

   a. to any collusion among Proposers in Restraint of freedom of competition by agreement to Bid at a fixed price or to refrain from Bidding;
   b. to any collusion with any City or Trust official, agent or employee as to quantity, quality or price in the prospective Contract, or as to any other terms of such prospective Contract; nor
   c. 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.

4. The undersigned certifies, if awarded this contract, whether competitively bid or not, neither the Proposer nor anyone subject to Proposer’s direction or control has paid, given, or donated or agreed to pay, give or donate to any officer or employee of the City or Trust any money or other thing(s) of value, either directly or indirectly, in procuring this contract.

This Bid will not be considered unless this form has been fully completed and signed by the Proposer or Proposer’s Authorized Agent.

Date: _______________  Proposer: ____________________________________________

Name of Corporation or Firm

____________________________________

Signature of Proposer or Authorized Agent

Affix Corporate seal if applicable  Title of Proposer or Authorized Agent
CERTIFICATE OF NON-DISCRIMINATION

If awarded the Contract, the Proposer, hereinafter referred to as “Contractor,” agrees to the following in connection with the performance of work under said Contract:

**Nondiscrimination**

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

**Equal Employment Opportunity**

The following equal employment opportunity requirements apply to the underlying contract:

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

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

C. **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract connected with the performance of this Contract 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 noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the COTPA Board. The Contractor may be declared by the COTPA Board as ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or Subcontractors.

**THIS FORM MUST BE FULLY COMPLETED AND SIGNED BY THE CONTRACTOR OR CONTRACTOR’S AUTHORIZED AGENT.**

I have read the above and agree to abide by these requirements:

Date: ___________________  Proposer: ____________________________

Name of Corporation or Firm

Signature of Proposer or Authorized Agent

Affix Corporate seal if applicable  Title of Proposer or Authorized Agent
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:

(Seal)

ATTEST:

______________________________
By: ______________________________
Secretary

STATE OF ____________________________

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 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 ____________________________ Expires ________________

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

__________________________________
By: ________________________________
Secretary 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 __________________ Expires _____________

This Affidavit required for Public Improvement Projects by 61 Oklahoma Statutes (2001) § 108.
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: COTPA 2016007
Project Description: CNG Site Analysis, Engineering, Design and Construction Management Consultant

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 EMBARK and properly submit the required Bonds, documents, and insurance within seven (7) calendar days following EMBARK’s notification of its intent to award Contract, unless such time is extended by the EMBARK Administrator. Contractor hereby agrees to commence work within seven (7) calendar days after the Work Order is issued by the EMBARK 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
**PROJECT NUMBER: 2016007**

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**Change Requested – Provide Specific Details:**

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**EMBARK USE ONLY**

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<th>Comments:</th>
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THIS DOCUMENT IS TO BE SUBMITTED 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.”

**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 EMBARK.”
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. EMBARK 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
This Proposal will not be considered unless this form has been fully completed and signed by the Contractor or the Contractor’s Authorized Agent.

<table>
<thead>
<tr>
<th>Project Number: 2016007</th>
<th>Project Description: CNG Site Analysis, Engineering, Design and Construction Management Consultant</th>
</tr>
</thead>
</table>

Contractor: Contact: 
Address: Federal ID: 
City: State: Zip: 

Project Cost Summary:

Total Project Fee $   
If additional services are requested, please provide rates.
Hourly Rate $   
Overhead Cost/Hour $   

All proposals must also include a detail cost explanation as outlined in Article 5.7.

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

Signature of Contractor or Contractor’s Authorized Agent

Affix Corporate seal if applicable  Title of Contractor or Contractor’s Authorized Agent
REQUIREMENTS FOR DBE/SBA

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

☐ Yes ☐ No

If yes, attach your Oklahoma DBE Certification

Will your firm be using a Certified Oklahoma DEB

☐ Yes ☐ No

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

REQUIREMENTS FOR SUB-CONTRACTOR

Will you be using a DBE Certified Sub-Contractor:

☐ Yes ☐ No

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. COTPA’s DBE goal is 1.63% and the contract’s goal for this project is the same. The Proposer shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Proposer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Proposer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as COTPA deems appropriate. Each subcontract the Proposer signs with a sub-contractor must include the assurance in this paragraph (see 49 CFR 26.13 (b). The Proposer is required to pay its sub-contractor performing work related to this contract for satisfactory performance of that work no later than 30 days after the Proposer’s receipt of payment for that work for COTPA. In addition, the Proposer may not hold retainage from its sub-contractor.

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Each Proposer shall comply with all rules and regulations promulgated by the Federal Transit Administration of the U.S. DOT regarding participation of Disadvantaged Business Enterprises in contracting opportunities created by any contract awarded under this solicitation. Each Proposer must submit the appropriate, prepared, and signed DBE certification. DBE Certification for Non-Rolling stock: Appendix 9 I; DBE Certification for Rolling stock: Appendix 9 J (Required) Contract Assurance (§26.13) – The overall DBE goal is 2.51% and the contract DBE goal is 1.03% The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Company Name __________________________ Signature __________________________

Title __________________________ Date __________________________
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After Hours Emergency Number(s)

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FEDERALLY REQUIRED CLAUSES

Professional Services/A&E
As a recipient of Federal Transportation Administration (FTA) grants, EMBARK agrees annually in the Master Agreement with FTA (http://www.fta.dot.gov/documents/21-Master.pdf) 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: http://www.gpo.gov/fdsys/pkg/FR-2014-10-31/pdf/2014-25942.

No Obligation by the Federal Government.
The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

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</tbody>
</table>
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 statues, 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.

(SEAL)  

ATTEST:

__________________________  
Secretary

__________________________  
By:  
Authorized Signature  
Title

STATE OF____________________)  

) §  
COUNTY OF____________________)  

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

ORIGINAL INK SIGNATURE REQUIRED

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

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.

ORIGINAL INK SIGNATURE REQUIRED

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
NOT RESPONDING TO THIS PROPOSAL
As part of our continuing efforts to establish new merchant and contractor relationships, EMBARK 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.

Check One:

☐ 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 EMBARK contracts was not satisfactory. (Please explain)

Other Comments:
CONTRACT FORM

THIS CONTRACT is made and entered into, by and between,
hereinafter referred to as “Contractor” and the Central Oklahoma Transportation and Parking Authority, a Public Trust,
hereinafter referred to as “EMBARK.”

WHEREAS, the governing body of the EMBARK has approved certain specifications and requested by notice that
bids be submitted thereon; and
WHEREAS, this document until executed by the Chairman of the EMBARK constitutes the Contractor’s proposal; and
NOW, THEREFORE, that in consideration of the covenants, agreements and representations as hereinafter set forth, it is
mutually agreed by the parties that:

1. The Contractor agrees to sell and deliver to the EMBARK, the items of material and/or services, specified in the pricing section of the
Proposal and/or negotiation form, which is attached hereto and made a part of this contract. List the prompt payment discount, if any,
for this agreement in the space provided:
Discount for Prompt Payment % Days

2. The Contractor expressly warrants that all articles, material, and/or work covered in this Contract will conform to the specifications
and bid documents attached to this bid and are hereby incorporated, as if set forth in full herein; and further warrants that the same
shall be of good material and workmanship, and free from defects. If any of the goods fail to meet the warranties contained herein,
the Contractor, upon notice from the EMBARK, shall promptly correct or replace the same at the Contractor's expense or refund the
EMBARK.

3. The Contractor understands that all bids are to be submitted in U.S. dollars at a firm price.

4. The Contractor also understands that all invoices shall be submitted in U.S. dollars.

5. TERMINATION:
   a. EMBARK may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in The
      EMBARK's or the Government's best interest.
   b. If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion
      within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails
to comply with any other provisions of this contract, Contracting Entity may terminate this contract for default.
      i. Opportunity to Cure - EMBARK, 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.
   c. Upon notice of termination, EMBARK agrees to pay to the Contractor the price and amount in accordance with Paragraph 1
      above, based on the quantity actually purchased, upon delivery to and acceptance by the EMBARK, of the material and/or
      service[s] above described and upon the filing by the Contractor, and approval by the EMBARK, of a verified claim for the
      amount due.

6. The Contractor agrees, in connection with the performance of work under this Contract:
   a. The Contractor shall indemnify, defend and save harmless the City and its beneficiary trusts from any and all losses,
      expenses, costs, damages, penalties, or any injuries, including death, directly or indirectly resulting from acts or omissions of
      the Contractor and its agents, employees, and subcontractors and/or from any penalties for violation of any law, ordinance or
      regulation by the Contractor and its agents, employees, and subcontractors. The presence of or inspections by employees or
      agents of the City and or participating public trust shall not limit, affect, waive, release, or extinguish any duty, obligation, or
      responsibility of the Contractor. The obligations imposed by this paragraph shall not be limited, affected, waived, or
      extinguished by any obligation to provide insurance or by the provision or procurement of insurance.
   b. During the entire term of the Contract (from the approval of the Contract to the final acceptance of the fully completed project
      by formal action of the Trust) and for such additional period thereafter as specifically required herein, the Contractor shall
      provide, pay for, and maintain the following types of insurance:
   c. Worker’s Compensation. The Contractor must 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 at the project
      sites. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation
      and Employer's Liability Insurance for all the subcontractor's employees at the project sites, 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 project sites are 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.
   d. Commercial General Liability Insurance. Contractor shall carry a policy of commercial general liability insurance. If the
      Contractor’s Commercial General Liability coverage is written in a “claims-made” form, Contractor shall also provide tail
      coverage that extends a minimum of two years from the expiration of this Contract.
   e. 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.
   f. The Contractor must carry and maintain the required insurance policies and may not cancel, fail to renew, nor decrease its
      limits without 30 days written notice to the City and its beneficiary trusts. The Contractor must provide properly executed
      Certificates of Insurance evidencing insurance coverage as required by the Contract for this project. The Certificates of
      Insurance must specifically state the project number and description. An authorized representative of the insurance
      companies listed on the Certificates of Insurance must sign the Certificates. The Contractor must attach to the Certificates of
      Insurance such documentation as will demonstrate the authority of the insurance agent to sign the Certificates. Additionally,
      the Contractor must provide a covenant from the insurance agent that the insurance agent will provide to the City and its
      beneficiary trusts 30 days written advanced notice prior to any cancellation, lapse, reduction, limitation, or non-renewal of any
      insurance coverage or policy required for this project. The Contractor will provide the Certificates of Insurance to the Trust with
      its signed Contract and Bonds. The City Engineer will not issue a Notice to Proceed and the Contractor may not commence
      work or occupancy of the project sites until the required Certificates of Insurance have been received and verified; however,
      working days may commence and may accrue or be accruing pending presentation of the required insurance certificates and
      documentation and the effectuation of the required insurance coverage. Certificates of Insurance must be standard industry
      forms, such as ACORD, or in the form included in these specifications.
   g. The minimum liability coverage for each liability and each property insurance policy shall not be less than the greater of the
      following amounts: (i) $1,000,000, (ii) the cumulative maximum liability limit for the City and each participating public trust
      under the Governmental Tort Claims Act (51 O.S. §§151 et seq.), or (iii) the minimum amount required by the Contractor’s
7. The risk of loss or damage shall be borne by the Contractor at all times until the acceptance of goods, properly packed, by the

11. The parties assume and understand that the variables in the Contractor's cost of performance may fluctuate; consequently, the

12. This Contract shall be inoperative during such period of time that the aforesaid delivery or acceptance may be rendered impossible

14. Breaches and Dispute Resolution. Performance During Dispute - Unless otherwise directed by EMBARK, Contractor shall continue

15. Disputes: Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in

20. No reports, information or data given to or prepared by the Contractor under the contract shall be made available to any individual or

22. The Contractor shall be responsible for complying with all applicable federal, state and local laws.

23. If submitting a bid for services, the Contractor certifies that they, and any proposed subcontractors, are in compliance with 25 O.S.

www.dhs.gov/E-Verify
The undersigned individual states that the Contractor will be bound by all components of its proposal submittal, the solicitation, the terms and conditions of this Contract, and the requirements for Proposers.

WITNESS the hands of the parties hereto:

CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY

ATTEST:

SECRETARY
(Seal)

CHAIRMAN

Name of Corporation or Firm

ATTEST:

Secretary
(Seal)

Authorized Signature
Title

Print the Above Name and Title

STATE OF ______________________)

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 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.

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