

REQUEST FOR Proposal

Please review the following and respond where necessary.

#	Name	Note	Response
1	Compliance with Specifications	Acknowledge by stating yes or no that you understand and are in compliance with the material specifications. If not in full compliance you must provide documentation detailing the areas of non-compliance. State YES or NO Only RFPs that include an Acceptance of Specifications Form for Proposals, Affidavit of Non-Collusion, and/or documentation of non-compliance will be considered.	<u>Yes (Required)</u>
2	Renewal Option 5 Year Upon Review	The City shall have the option to renew this contract annually, for a period of five (5) years, provided that the services and process continue to be acceptable to the City, and that adequate funds are available. Pricing shall be reviewed at the beginning of each renewal period at which time the Fleet Program Manager will determine whether to renew.	<u>Yes (Required)</u>
3	Negotiate Like Items	The City shall have the option to negotiate pricing for any additional item(s) or like item(s) not listed in this solicitation, under the terms, conditions, and specifications of the Request for Proposal. State YES or NO	<u>Yes (Required)</u>
4	References	Provide the names, email addresses, and phone numbers of ten (10) accounts for which you have provided goods or services similar to those specified, preferably ones in government or municipality service that the Proposer has serviced for two (2) or more years. Include Company Name, Contact Name, Contact Phone Number, and E-mail (if available). Note if any are similar to the City of Norman. Use separate sheet. Mark it "Attachment A"	Attached
5	Non-Collusion Affidavit	The Non-Collusion Form must be printed, executed and returned to the Fleet Division upon award of contract to your company, along with the Acceptance of Specifications Form for Proposers.	<u>Attached (Required)</u>
6	Pricing Disclosure	The vendor will be required to send price notifications and any notice of price changes 60 days prior to termination of current contract to the following email address: <u>www.fleetmaintenance2@normanok.gov</u> Any price change must be approved by the Fleet Program Manager or their designee in writing and dated before they are considered effective.	<u>Yes (Required)</u>

AFFIDAVIT OF NON-COLLUSION

STATE Virginia)

COUNTY OF Chesterfield) ss

Eric Adame, of lawful age, being first duly sworn, on oath says, that (s)he is the agent authorized by the bidder to submit the attached bid. Affidavit further states that the bidder has not been a party to any collusion among bidders in restraint to freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality, or price in the prospective contract, or any other terms of prospective contract; or in any discussion between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Norman, Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

Eric Adame

Bidder

By: Eric Adame

Subscribed and sworn to before me on this 5th day of July, 2023.

[Signature]

NOTARY PUBLIC (or Judge)

My commission expires on: 06/30/2024



Notarized online using audio-video communication

Reviewed and approved:

Mike White
Fleet Division Program Manager

Date

CITY OF NORMAN
PUBLIC WORKS
Fleet Division

FORM FOR PROPOSERS
Request for Proposal No. 2223-58

Opening of Proposals for RFP 2223
City of Norman
Fleet Administration
1301 Da Vinci Street
Norman, Oklahoma 73069

Dear Proposer:

The undersigned Proposer declares that before preparing this proposal the detailed specifications were carefully read and that this proposal is made with full knowledge of the kind, quality, and quantity of the materials or services to be furnished.

The undersigned proposer offers and proposes to furnish the materials, equipment, or other services hereinafter set forth, in the manner and under the conditions and in accordance with the specifications on file in the Office of the Purchasing Agent.

The quantity of this product or service to be purchased by the City of Norman may be any number in the anticipated quantity range hereinafter listed. This is an estimated quantity to be purchased, but does not in any way bind the City of Norman to purchase said quantity. Purchase orders are applicable for one year from Council approval date. All proposals are to be made on a per unit basis.

Eric E. Adame

Signature

Eric E. Adame - President, Anago of Oklahoma City

Printed Name and Title

Section I

Unit Price
(To include all fees)

North Base Facilities 1301 & 1310 Da Vinci Street

Daily:

Sweep/vacuum and mop flooring in offices, conference rooms, stairs, hallways and other common areas.

\$ 122.00

Dust window ledges, tables, work stations, phones, etc. while making every attempt not to disturb the items contained on and around any work station.

\$ 122.00

Remove any half or more full trash can liners and deliver to appropriate large refuse receptacle. Reline trash can liner, supplied by the winning contract cleaning company.

\$ 122.00

Ensure walkways and common areas are free of trash and/or debris. To include any trip or health hazard.

\$ 122.00

Wipe down with an appropriate disinfectant cleaner the restrooms sinks, counters, breakroom tables, toilet and toilet area, shower stall and the door handle areas and other associated areas

\$ 122.00

Mop with disinfectant cleaner the flooring in the restrooms, breakrooms and lounges.

\$ 122.00

Replace toilet paper rolls, paper hand towels, soap and other consumables . in the breakrooms, sink areas and restrooms as needed.

\$ 122.00

Fill out the provided daily facility cleaning check sheet and deliver to the Fleet Support Supervisors office mailbox. One sheet will need to be filled out for each facility cleaned. (Attachment A)

\$ 122.00

Use provided floor machine and appropriate chemical to clean shop areas walkways

\$ 122.00

Weekly:

Clean all accessible windows to a streak free finish. Clean and disinfect counter tops, eating surfaces and microwaves.

\$ 67.77

Inspect supply storage closet for needed inventory items. Fill out inventory request form and deliver to Fleet Support Supervisor's office mailbox. A separate form will be required for each facility. (Attachment B)

\$ 67.77

Administer an industrial/hospital grade disinfecting agent to interior of building via fogging unit or other aerosol method. This agent should leave no residue on surfaces or an overly dissatisfying aroma that lingers for more than a reasonable amount of time after being administered. This will include all interior door handles and common touched surfaces, etc.

\$ 67.77

Monthly:

Polish by means of a floor buffing machine and appropriate chemical, all hard flooring surfaces in the "office area" of the Fleet facilities.
(or as often as agreed upon in writing)

\$ 27.11

Remove any expired item in breakroom refrigerator

\$ 27.11

Monthly Total \$ 1355.53

(Monthly Total Breakdown - 1310: \$880.43, 1301: \$475.10)

(To include all fees)

Transfer Station 320 E. Comanche

Daily:

Sweep/vacuum and mop flooring

\$ 25.01

Dust window ledges, tables, phones, etc..

\$ 25.01

Remove any partially full trash can liners and haul to appropriate large refuse receptacle located at the Transit/Public Safety Maintenance Facility.
Reline trash can liner, supplied by the winning contract cleaning company.

\$ 25.01

Ensure walkways and common areas are free of trash and/or debris. To include any trip or health hazard.

\$ 25.01

Wipe down with an appropriate disinfectant cleaner the restrooms sinks, counters, breakroom tables, toilet and toilet area, shower stall and the door handle areas and other associated areas to a satisfying finish.

\$ 25.01

Mop with disinfectant cleaner the flooring in the restrooms.

\$ 25.01

Replace toilet paper rolls, paper hand towels, soap and other consumables .
in the breakrooms, sink areas and restrooms as needed.

\$ 25.01

Fill out the provided daily facility cleaning check sheet and deliver to the Equipment Support Supervisors office mailbox. One sheet will need to be filled out for each facility cleaned. (Attachment A)

\$25.01

OPTION: Cleaning the restrooms at the Transit Center twice daily.
Once in the morning hours and again in the afternoon. Times may vary
depending on time of year and customer requirements. These times
are to be determined and approved by Fleet Division Staff.
(Price assuming a twice daily cleaning Monday – Saturday for a month)

\$ 145.60

Weekly:

\$

Clean all windows to a streak free finish. Clean and disinfect counter tops,
work surfaces and microwaves.

\$ 11.77

Fill out inventory request sheet and deliver to Equipment Support
Supervisors office mailbox. A separate form will be required for each
facility. (Thursday's) (Attachment B)

\$ 11.77

Administer an industrial/hospital grade disinfecting agent to interior of
building via fogging unit or other aerosol method. This agent should leave
no residue on surfaces or an overly dissatisfying aroma that lingers for a
reasonable amount of time after being administered. This will include all
interior door handles and commonly touched surfaces, etc.

\$ 11.77

Monthly Total : \$235.39

Monthly Total w/ 2 times daily RR cleaning \$380.99

NOTE:

- 1) Transit Station located at 320 E. Comanche is currently under renovation and will not be completed until later this year. Janitorial services will not be needed at this facility until it becomes occupied and should be bid accordingly.
- 2) The Transit Center at 320 E. Comanche has a restroom that is open to the public. In an effort to keep this clean and sanitary, the City has asked for an option to have the restrooms there cleaned twice daily. It will be the responsibility of City staff to accept this option or not, depending on annual budget allocation and/or facility requirements. The times of day, and days of the week this will occur will be determined by Fleet staff and shall be submitted to the Proposer in writing.
- 3) Winning contractor shall supply all needed cleaning chemicals outside of the product Fleet currently provides, trash can liners, towels, vacuums & attachments, as well as any other tool and/or consumables needed to complete the above requests to the standards agreed upon with Fleet Division staff.
- 4) The CON will supply the winning contractor with reasonable storage space for onsite tooling and chemical storage.
- 5) Contractor will *not* be required to clean the "shop area", only the walkways around it to include emptying the shop trash receptacles *as needed* and relining the bins with heavy duty trash liners.
- 6) All aspects may not be included in this RFP. It is understood, that reasonable services may be deleted or added as long as they are mutually agreed upon in writing.
- 7) See Attachment A below for the Federal Transit Administration (FTA) requirements as it pertains to the Transit portion of this bid packet.
- 8) If the City becomes dissatisfied with the service provided by the winning contractor, the City will issue a 60 day letter of termination of service notification. The winning contractor will then have 60 days to remove all property, return keys, key fobs and/or any other CON owned property to the Fleet Support Supervisor and vacate the premises.
- 9) The winning contractor shall use staff only employed directly through its business and not use sub-

- contractors, third party partners or outside vendors unless approved in writing by the Fleet Division.
- 10) The winning contractor will supply an organizational chart of employees providing service to the City of Norman by location with bid packet. This chart will list full names, phone number, area or area's employee is assigned to under this proposal, rank in company and years of service with the company.
 - 11) Winning Bidder shall have staff onsite not later than 3:30p.m. M-F and 7:00 p.m. Saturdays.
 - 12) All janitorial staff shall have photo ID badge displayed and wear a company labeled uniform shirt at all times when onsite.
 - 13) All persons employed by Proposer shall be treated equally by Proposer without regard to or 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 sex, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of Oklahoma, and City.
 - 14) All employees of Proposer will be required to pass a background check and drug screening equal to that provided to City of Norman employees.

- **Order of Precedence:** This proposal and corresponding agreement shall take precedence over any other preceding agreement, contract or change unless specified in writing and agreed upon by the Fleet Program Manager or their designee.

Attachment D - REQUIRED FEDERAL/FTA CLAUSES

Federal Contract Clauses Materials & Supplies

As a recipient of Federal Transportation Administration (FTA) grants, CITY OF NORMAN 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. CITY OF NORMAN 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 sub-recipient, 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 USC § 3801 et seq., and US DOT regulations, "Program Fraud Civil Remedies," 49 CFR 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 USC § 5323(l)(1) authorizes the Contracting Entity or the Federal Government to impose the penalties under 18 USC § 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 USC chapter 53 or any other applicable federal law.

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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 US 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 USC § 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 USC § 5332,
 - (b) Denial of program benefits in employment or a business opportunity identified in 49 USC § 5332, or
 - (c) Discrimination identified in 49 USC § 5332, including discrimination in employment or a business opportunity identified in 49 USC § 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 USC § 2000d et seq.,
 - (b) US DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21, and
 - (c) Federal transit law, specifically 49 USC § 5332, and

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(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) US DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 CFR § 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 USC. § 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 USC § 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 USC § 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 US 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,"

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

(a) US DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and

(b) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 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 CFR part 26, and

(c) Federal transit law, specifically 49 USC § 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 CFR part 26,

2. It must take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts,

3. Its DBE program, as required under 49 CFR part 26 and as approved by US DOT, is incorporated by reference and made part of the Agreement, and

4. Implementation of its DBE program approved by US 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:

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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 CFR part 26,
2. The Subcontractor must take all necessary and reasonable steps under 49 CFR 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 US DOT may impose sanctions as provided for under 49 CFR part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 USC § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 USC § 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 USC § 1681 et seq.,
- (2) US DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25, and
- (3) Federal transit law, specifically 49 USC § 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 USC §§ 621 – 634, which prohibits discrimination based on age,
- (2) US Equal Employment Opportunity Commission (US EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625,
- (3) The Age Discrimination Act of 1975, as amended, 42 USC § 6101 et seq., which prohibits discrimination against individuals based on age in the administration of Programs, Projects, and related activities receiving federal assistance,
- (4) US. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, and
- (5) Federal transit law, specifically 49 USC § 5332.

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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 USC § 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 USC § 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 USC § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities,

(d) Federal transit law, specifically 49 USC § 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) US DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37,

(b) US DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27,

(c) Joint US Architectural and Transportation Barriers Compliance Board (US ATBCB) and US DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR part 1192 and 49 CFR part 38,

(d) US DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 CFR part 39,

(e) US DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR part 35,

(f) US DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR part 36,

(g) US EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR part 1630,

(h) US Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR part 64, subpart F,

(i) US ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR part 1194,

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(j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR 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 USC § 1101 et seq.,

(2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 USC § 4541 et seq., and

(3) The Public Health Service Act, as amended, 42 USC §§ 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 CFR part 26, and

(c) Federal transit law, specifically 49 USC § 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 CFR part 26,

(2) It must take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts,

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(3) Its DBE program, as required under 49 CFR part 26 and as approved by US DOT, is incorporated by reference and made part of the Underlying Agreement, and

(4) Implementation of its DBE program approved by US 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 CFR part 26,

(2) It will take all necessary and reasonable steps under 49 CFR 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 US DOT may impose sanctions as provided for under 49 CFR part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 USC § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 USC § 3801 et seq.

Incorporation of FTA Terms

a) The Contractor agrees:

1. To comply with the requirements of 49 USC 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 US 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.

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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 CFR part 180 and 2 CFR part 3000. As such the contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR. § 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 CFR part 180, subpart C and 2 CFR 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 City of Norman. If it is later determined that the Contractor did not comply with 2 CFR part 180, subpart C and 2 CFR 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 CFR part 180, subpart C and 2 CFR 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.

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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 US domestic preference requirements and follow federal guidance, including:

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

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- a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC § 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 USC § 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 US domestic preference requirements and follow federal guidance, including:
 - (1) Cargo Preference—Use of United States-Flag Vessels. The shipping requirements of 46 USC § 55305, and US Maritime Administration regulations, "Cargo Preference – US- Flag Vessels," 46 CFR part 381.

Fly America (foreign air transportation/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 USC § 40118, and US General Services Administration (US GSA) regulations, "Use of United States Flag Air Carriers," 41 CFR §§ 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 USC § 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 CFR 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:

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(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 CFR 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 USC § 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 USC § 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 foregoing 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 Eric E. Adame Eric E. Adame - President, Anago of Oklahoma City

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 of Norman**. If it is later determined that the bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to the **City of Norman**, 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 Eric E. Adame Eric E. Adame - President, Anago of Oklahoma City

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 USC, A3801, *et seq.*, apply to this certification and disclosure, if any.

Name and Title Eric E. Adame Eric E. Adame - President, Anago of Oklahoma City

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 USC 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Name and Title Eric E. Adame Eric E. Adame - President, Anago of Oklahoma City

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 USC 5323(j)(1) and 49 CFR 661.5, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Name and Title Eric E. Adame Eric E. Adame - President, Anago of Oklahoma City

Bid Document Addition:

To be added to section 108 of the standard bid document:

108.08 – PAYMENT TERMS

The City shall complete payment within 30 days of invoice receipt.

Contract Document Addition:

Payment terms - to be added to contract paragraph numbered as "2)" that addresses payments:

The City shall complete payment to the CONTRACTOR within 30 days of invoice receipt.

Purchase of materials for City Project – to be added where appropriate:

Materials and/or services purchased by CONTRACTOR in connection with the City project shall be subject to the payment of City sales tax. If the CONTRACTOR is appointed to be an agent of the City by City Council resolution, thereby exempting material purchases for the project from the payment of City sales tax, CONTRACTOR shall certify, in writing, on the copy of the invoice or sales ticket to be retained by said CONTRACTOR that the purchases are made for and on behalf of the City in accordance with 68 O.S. 1356, paragraph 10.

NOTICE TO BIDDERS / RFP RECIPIENTS

When submitting bids or responses to RFPs, corporate entities are required to comply with State law regarding authorized signatures.

State statute requires that bids/RFPs "be signed by the chair or vice chair of the Board of Directors, or the President, or by a Vice President, and attested by the Secretary or an Assistant Secretary; or by officers as may be duly authorized to exercise the duties...." 18 O.S. § 1007.A.2

However, if some other official with the corporation, such as a secretary signing a document, such signature needs to be accompanied by a certificate or a copy of a resolution adopted by the Board setting forth the authority of that individual to execute a contract.

With respect to limited liability corporations, every manager is an agent of the company for the purpose of business and binds the limited liability company. Therefore, instruments and documents shall be valid and binding upon the limited liability company if executed by one or more of its managers. 18 O.S. § 2019A

As set forth above when submitting bids and RFPs, certification adhering to the state statutes should accompany documents being turned in for review

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