



2000 South May Ave.
Oklahoma City, OK 73108
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(COTPA)

REQUEST FOR PROPOSAL (RFP)

2011 – 05

FOR

CONTRACT

FOR

AUTOMATIC VEHICLE LOCATION (AVL) SYSTEM

RELEASED: April 8, 2011

ADVERTISED: April 8TH & 15TH OF 2011

**PRE-PROPOSAL MEETING: April 21, 2011 at 2:00 p.m. Local Time Prevailing
Location: 2000 S. May Avenue, Oklahoma City, OK 73108**

**QUESTION DEADLINE: May 12, 2011 at 2:00 p.m. Local Time Prevailing
Location: 2000 S. May Avenue, Oklahoma City, OK 73108**

**SUBMISSION DATE AND TIME: MAY 26, 2011 at 2:00 p.m. Local Time Prevailing
Location: 2000 S. May Avenue, Oklahoma City, OK 73108**

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NOTICE TO PROPOSERS

Notice is hereby given that the Central Oklahoma Transportation and Parking COTPA (COTPA) will receive sealed proposals in **the Purchasing Department at 2000 S. May Ave., Oklahoma City, Oklahoma 73109, until 2:00 p.m., Local Time Prevailing, May 26, 2011** for the following services:

RFP 2011 – 05 AUTOMATIC VEHICLE LOCATION (AVL) SYSTEM

Any proposal received after the above stated date will not be accepted and will be retained in the contract file a letter explaining why the proposal was not accepted will be sent to the proposer. There will be no exceptions to this policy.

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

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

Proposals shall remain valid for ninety (90) days from the date of the proposal opening. All proposers must certify that they are not on the Comptroller General's List of Ineligible Contractors. Certification form is part of the required proposal forms.

This facility is wheelchair accessible. For accommodations for hearing or sight interpretive services, please call 297 – 3705, (48 hours in advance). TDD# 297 – 2602

A pre-proposal conference will be held on April 21, 2011, at 2:00 p.m. Local Time Prevailing in the Conference Room at 2000 S. May Avenue, Oklahoma City, OK 73108. Attendance is not mandatory for prospective Proposers, but is strongly encouraged.

Question deadline for this project is: May 12, 2011, at 2:00 p.m. Local Time Prevailing, question must be in written form by mail, fax or e-mail. Location: 2000 S. May Avenue, Oklahoma City, OK 73108.

Submission Date is May 26, 2011, at 2:00 p.m. Local Time Prevailing, in the Purchasing Department located at 2000 S. May Avenue, Oklahoma City, OK 73108.

COTPA will affirmatively ensure that Disadvantaged Business Enterprises will be afforded full opportunity to submit a Proposal in response to this notice.

Richard Cain
Administrator

Advertised: April 8th & 15th of 2011 in Journal Record

ARTICLE # 1 OBJECTIVE

This document specifies the AVL system that will be procured by COTPA as an essential part of the Fleet Management System. These are parts of a larger Intelligent Transportation Systems (ITS) program that is deploying a range of integrated ITS technologies. The COTPA ITS program will provide customers with better information and a more seamless travel experience, while also providing ways for transit operators and managers to operate the system more efficiently.

The following improvements of COTPA services could be addressed through the AVL system and optional components:

- On-time performance of buses;
- Bus management system for reporting;
- Real-time location of vehicles;
- Attraction of new riders;
- Communications system;
- Quality of ridership data;
- Real-time information at stops and on website;
- Safety and security on onboard vehicles and at stops;
- Reduction of fleet maintenance costs;
- Electronic fare payment system by making it faster and easier for customers;
- Audio/visual information for persons with disabilities;
- Operations with real-time weather and traffic updates.

The proposed AVL software will help COTPA effectively monitor and manage its fixed route operations, customer services, and other facets of transit services in real-time. The AVL software will require interfacing with already installed various Trapeze modules, such as FX, PLAN, FLEX, OPPS. Proposers shall explain in a clear format how their proposal addresses each of the key objectives mentioned above. The Proposer is responsible for implementing a Turnkey coordination and installation of hardware and software for a stable and reliable integrated system that will provide COTPA with the functional capabilities described. COTPA prefers to have a bundled-up system which will minimize the number of connections and cables required to complete these tasks.

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ARTICLE # 2. BACKGROUND

The Central Oklahoma Transportation and Parking Authority ("COTPA") was established in 1966 as a The Central Oklahoma Transportation and Parking Authority ("COTPA" or "Trust") was established in 1966 as a Public Trust, pursuant to Title 60 of the Oklahoma Statutes, Section 166, et.seq., to operate and maintain the public transportation and parking systems for the metropolitan Oklahoma City area. The City of Oklahoma City (the "City") is the sole beneficiary of the Trust.

COTPA's is responsible for providing public transportation and demand-responsive, non-fixed route Para-transit services to the Oklahoma City metropolitan area. COTPA is a Union Shop with Amalgamated Trust Union (ATU), Local 993.

COPTA FLEET consists of 58 heavy-duty buses, 10 trolleys, 23 paratransit vans and 20 support vehicles (subject to change).

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ARTICLE # 3 SCHEDULE OF EVENTS

The anticipated schedule for selection of a consultant and initiation of service is as follows:

Request for Proposal Released	April 1, 2011
Advertised in the Journal Record	April 8 th & 15 th of 2011
Pre Proposal Meeting	April 21, 2011, at 2 p.m. Local Time Prevailing 2000 S. May Ave. Oklahoma City, OK 73108
Deadline for Questions Regarding the RFP	May 12, 2011 at 2 p.m. Local Time Prevailing 2000 S. May Ave. Oklahoma City, OK 73108

Responses to Questions and or clarifications will be responded to on or before 5 days prior to the submission date.

Proposal Submittals Due	May 26, 2011, at 2 p.m. Local Time Prevailing 2000 S. May Ave. Oklahoma City, OK 73108
Proposals Reviewed by Committee	Week of May 30, 2011
Oral Interviews with Proposer(s) In Competitive Range (if required)	Week of June 6, 2011
Negotiations Completed/ Best and Final Offers	Week of June 13, 2011
COTPA Board Awards Contract(s)	July 1, 2011
Contract will become effective	After the Start up Meeting

NOTE: Dates subject to change. Any changes to the Proposal Due date shall be issued by Addendum, also any questions or clarification will be responded to by an Addendum.

One (1) original hardcopy including the cost page and one (1) CD (Word or PDF format); and six (6) additional hardcopies with the cost sheet in the proposal packet:

Purchasing Manager, Central Oklahoma Transportation and Parking Authority, 2000 S. May, Oklahoma City, OK 73108

Proposals shall be in a sealed envelope marked:
Name of Proposer, RFP Number, Date and Time Proposal Due

No telephone, email, or facsimile proposals will be considered. Proposals received after the time for closing will be unopened and placed into the contract file and the Proposer will receive a letter advising the offer was not accepted.

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ARTICLE # 4. INSTRUCTIONS FOR PROPOSERS

THESE INSTRUCTIONS, REQUIREMENTS AND ANY SPECIAL INSTRUCTIONS CONTAINED IN THE REQUEST FOR PROPOSALS ARE A PART OF THE TERMS AND CONDITIONS OF THE PROPOSAL. ANY EXCEPTIONS TO THESE INSTRUCTIONS/REQUIREMENTS OR PROPOSAL MUST BE SPECIFIED AND SUBMITTED WITH THE PROPOSER'S PROPOSAL. FAILURE TO INDICATE ANY EXCEPTIONS WILL BE REGARDED AS FULL ACCEPTANCE OF THESE REQUIREMENTS AND INSTRUCTIONS.

4.1 EXAMINATION BY PROPOSALS. All Proposals must examine the request for Proposals, drawings, schedules, special instructions, and these general requirements prior to submitting any Proposal. Failure to examine is at the Proposer's own risk.

4.2 SUBMISSION OF FORMS. All Proposals must be submitted and completed in ink or typewritten, on the forms provided by COTPA. The individual signing the Proposer must initial any erasures and/or changes. An officer authorized by the PROPOSER or an authorized representative must execute the required forms for this Proposal and the contract.

The notarization form must contain: [1] the notary's signature [2] jurisdiction where notarization took place (i.e., State of , County of), [3] date of notarization, [4] the notary's commission expiration date [5] the notary's seal and [6] comply with all other applicable laws.

The Proposals are to be delivered to: COTPA, Purchasing Department, 2000 S. May, Okla. City, OK 73108.

4.3 ORIGINAL PROPOSAL FILED WITH COTPA'S PURCHASING DEPARTMENT. Hard Copy Proposals: An original and six (6) copies of the Proposal must be filed with the Purchasing Department in a sealed envelope, which clearly identifies: [1] the Proposal number, [2] description, [3] Proposal opening date, and [4] the Proposer's name and address. All Proposals must be time stamped by the Purchasing office before the hour specified on the opening data.

Proposals received after the date and time stated herein will be rejected, the Proposer will be notified of the reason for the rejection and the Proposal will remain unopened (date and time stamped) in the contract file, there are no exceptions to this statement.

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

4.5 EXCEPTIONS. Any exceptions [variances] to these instructions or request for Proposals must be submitted in writing with the Proposer's Proposal. Failure to indicate any exceptions [variance] will be regarded as full compliance with these requirements, and instructions for this Request for Proposal and will be construed to mean that the PROPOSER proposes to furnish the exact commodity as described in the request for Proposals/requirements.

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

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

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

4.9. DELIVERY. [a] All prices quoted shall be based on delivery F.O.B. COTPA, Oklahoma City, Oklahoma (unless otherwise stated in the special instructions) with all charges prepaid to the actual point of delivery.

[b] Proposals must show the number of days required for completion and or delivery under normal conditions. Unrealistically short or long delivery and or completion promises may cause Proposals/Proposals to be rejected. A successful Proposer is required to keep the buyer or the purchasing manager advised at all times of the status of the order. All materials, supplies or equipment shall be delivered within thirty- (30) days from the date of the award of the contract, unless specified otherwise and approved.

4.10 AWARD OF CONTRACTS. COTPA reserves the rights to: award by item, groups of items, or all items of the Proposal; to reject any or all Proposals in whole or in part; and, waive technical defects, irregularities and/or omissions.

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

4.12 RIGHT TO AUDIT. COTPA shall at all times have the right to examine books, papers and records of the successful Proposer relative to all aspects of the contracts awarded as a result of this request for Proposal to confirm contract compliance. Failure to provide the requested information may result in termination of the contract. This right to audit only affects contract compliance as a result of this invitation for Proposal, and does not apply to Proposer records beyond the scope of this contract.

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

Example: (Section of the Cost Proposal)

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

Addendum # 1 Date	4-21-11	Initialed	<i>jm</i>	Addendum # 5 Date		Initialed	
Addendum # 2 Date	4-26-11	Initialed	<i>jm</i>	Addendum # 6 Date		Initialed	
Addendum # 3 Date		Initialed		Addendum # 7 Date		Initialed	
Addendum # 4 Date		Initialed		Addendum # 8 Date		Initialed	

4.14 If you do not wish to return a proposal, please return the Not Presenting a Proposal Form, which is included herein.

4.15 BONDS. If required for this Invitation for Proposals, the successful Binder 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. There are no required Bonds for this Proposal.

4.16 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:

To the Trust:

The Central Oklahoma Transportation and Parking Authority (COTPA)
 2000 S. May Avenue
 Oklahoma City, Oklahoma 73108
 Attn: Jim Meeks, Purchasing Manager
 Phone Number: (405) 297-2777 Fax Number: (405) 316-2777
jim.meeks@okc.gov

Project Manager:
 Diponker Mukherjee
 2000 S. May Avenue
 Oklahoma City, Oklahoma 73108
 Phone Number: (405) – 297 –1889 Fax Number: (405) – 316 –1889

Contact:		
Contractor:		
Address:		
City	State	Zip
Phone Number:	Cell:	Fax:
e-mail:		

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

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ARTICLE # 5 DEFINITIONS:

1. Acceptance: It is understood that once COTPA accepts a Proposal, that document will constitute the contract contemplated by these instructions. Proposals are to be submitted on a firm fixed price basis.
2. Addendum: Advises the Proposers of changes prior to the submission date and time and the responses from the Pre-Proposal Meeting.
3. Amendments/Change Orders: The Board of Trustees must approve Changes to the contract and an amendment agreed to by both parties involved will execute the change.
4. Award: Award of contract(s) is subject to financial assistance. The successful Proposers shall comply with the conditions and terms applicable thereunder. The successful Proposer shall be requested to comply with all applicable Equal Opportunity Regulations.
5. 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 telephone, 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 facsimile or US mail. It is the Proposers sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All issued Addendums must be acknowledged on the Proposers Declaration document.
6. Commitment: This Request for Proposal does not commit COTPA to award a contract, pay any costs incurred in preparation of Proposals in response to this Offer or to procure or contract for goods and or services. Proposers shall be responsible for all costs incurred as part of their participation in the pre-award process.
7. "COTPA" means Central Oklahoma Transportation and Parking Authority (METRO Transit).
8. DBE Utilization: For the purpose of this contract, the utilization of Disadvantaged Business Enterprises shall follow the Federal guidelines. COTPA's DBE overall goal is zero and the requirement for this contract is zero. However should a DBE be involved in any on this contract please let the Purchasing Manager know, as if the DBE is Oklahoma Certified DBE, I can report the information to FTA.
9. Documentation of Proposals: All Proposals will be date/time stamped, logged and deposited by COTPA's staff. The Proposals must be securely sealed and be clearly marked prior to delivery to COTPA.
10. Informed Proposers: Before submitting Proposals, Proposers must fully inform themselves of the conditions, requirements and specifications of the work or material to be furnished. Failure to do so will be at the Proposers' own risk and they cannot secure relief on the plea of error.
11. Intent: Please note that COTPA's intent for this request is to obtain a contract(s). Please note time is of essence and the award will be based on the terms and conditions of this offer however the contract(s) will not be awarded until the Board of Trustees have given their approval.

12. Late Proposals: Proposals not received by the Submittal Deadline are late. Late Proposals will be retained in the contract file unopened. The Proposers will receive a letter stating the reason their Proposals were not accepted. All Proposals shall be deemed received at the above address. Proposers are solely responsible for ensuring that his/her Proposal is timely delivered. Proposers who rely on overnight delivery services, the United States mail, private mail services, local couriers or delivery services, remain solely responsible for timely delivery of the Proposal and assume all risk of late delivery, miss-delivery and non-delivery. There will be no exceptions to this policy.
13. Not Submitting a Proposal: please return a Proposal Response Envelope showing NO PROPOSAL, with the reasons you are not participating. Examples would be as follows: Do not handle such product, too busy to handle a new customer and just not interested, etc.
14. Objectionable Employee: COTPA reserves the right to request and expect the Contractor to dismiss from the work in process at COTPA, any employee whom COTPA may deem incompetent, careless, insubordinate, or otherwise objectionable.
15. Opening: Proposals are opened publicly under the direction of the Purchasing Manager in the Conference Room located at 2000 S. May Avenue, Oklahoma City, OK 73108. Proposal openings are under the regulations of Federal Acquisition Regulations (FAR), the only information given out during a Proposal opening are the names of Proposers that presented Offers. The Purchasing Manager will review all Proposals to see if they are responsive to this request. The proposals and the evaluation forms are presented to the project manager and the evaluation committee for their evaluation. The committee will complete the evaluation forms and processed back to the Purchasing Manager who will prepare evaluation tabulation. The project manager and the evaluation committee will be advised as to results on the evaluations. The winning Proposer will offer negotiations for the best and final offer. That Proposer will be recommended for a contract to the Board of Trustees. When the Board of Trustees approves the recommendation, a notice of award and the contract will be sent to that Proposer and Unsuccessful Proposer letters will be sent to the other Proposers. A notice to proceed will be offered after the start up meeting with the project manager.
16. Pre-Proposal conference will be held on the above stated date and time in the Conference Room located at 2000 S. May Avenue, Oklahoma City, Oklahoma 73108. Attendance is not mandatory for prospective Proposers, but is strongly encouraged.
17. Proposal Forms: Forms must be submitted on preprinted of copies of the Proposal Forms supplied within this document.
18. Questions, Interpretations, or correction of Quote Documents: Any Proposer desiring a question, interpretation, change in, deletion of, exception to, or clarification of any provision in this request must submit a written request to Jim Meeks, Purchasing Manager, at COTPA on or before five (5) calendar days prior to the close date set within this request. Any questions received after the deadline will not be addressed. VERBAL QUESTIONS WILL NOT BE ANSWERED, THUS PREVENTING AN UNFAIR ADVANTAGE TO ANY OFFER.
19. Submission Date, Time and location is noted herein this document. (Late Proposals will not be accepted and there are no exceptions to this policy.)
20. Submittal Deadline: Proposals will be received by COTPA, and the offer opening will be at the Conference Room located at 2000 S. May Avenue, Oklahoma City, Oklahoma 73108 at the time and date state herein.

21. Successful Proposer shall be requested to comply with all applicable Equal Opportunity Regulations. They will also be required to certify they are not on the comptroller General's list of ineligible Proposer.
22. Terms of the Offer: COTPA's acceptance of a Proposer offer shall be limited to the terms herein unless expressly agreed in writing by COTPA. Offer presenting terms other than those shown herein will be declared non-responsive and will not be considered.
23. 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 ninety- (90) calendar days from the Offer Submittal Deadline. At no time may the successful Proposer withdraw their Offer.

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ARTICLE # 6 PROPOSAL REQUIREMENTS

6.1 Proposals must concisely set forth full, accurate, and complete information required by this Request for Proposals. 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.

6.2 No consideration will be given by COTPA to claim of error in a proposal unless written notice of such claim and supporting evidence for such claim, including cost breakdown sheets, are delivered to COTPA within forty-eight (48) hours after the opening of proposals.

6.3 You must have an authorized officer sign the proposal. Should an officer designate someone other than themselves, a letter authorizing the designee will be needed.

6.4 Proposer may be required to furnish evidence of financial stability and solvency satisfactory to COTPA.

6.5 Proposers are required to answer all questions contained within these specifications. Deviation, omissions, or substitutions may invalidate the proposal.

6.6 Proposers are cautioned to verify their proposals before submission as requests for amendments to or withdrawals of proposals submitted, if received by the COTPA after such time specified for submission, will not be considered.

6.7 The winning Proposer shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this contract and make such materials available at its offices at all responsible times during the contract period and for three years (and as required by Federal law and/or regulations) from the date of the final payment under this agreement. This shall be for inspection by COTPA or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof. The proposer if requested shall furnish copies of said records. Such records shall include those books, documents and accounting records that represent the proposer's costs of manufacturing, acquiring or delivering the products and or services governed by this agreement.

6.8 In the event a single proposal is received, COTPA will conduct a price and/or cost analysis of the proposal. A price analysis is the process of examining the proposal and evaluating a prospective price without evaluating the separate cost elements. It should be recognized that a price analysis through comparison to other similar services must be based on an established or competitive price of the services used in the comparison. The comparison must be made to a purchase of similar services and involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary for COTPA to conduct a cost analysis of the proposal price.

6.9 All proposers must be properly licensed by the State and all other authorities have jurisdiction. (Copies of all such licenses and or permits are to be submitted with your response to this proposal. Failure to submit copies of such may lead to your proposal to be rejected.

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PROPOSERS ARE STRONGLY ADVISED TO READ AND ADHERE TO ALL SIGNATURE AND CONTRACTUAL REQUIREMENTS. REQUIREMENTS ARE SPECIFICALLY OUTLINED WITHIN THIS REQUEST FOR PROPOSALS. FAILURE TO COMPLY WITH ALL REQUIREMENTS MAY RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.

6.10 The proposer shall submit one (1) original, (1) CD and six (6) copies of your proposal.

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ARTICLE # 7 PROPOSAL FORMAT

Prefacing the proposal, the Proposer shall provide an Executive Summary of five (5) pages or less, which gives a summation of the proposal in brief, concise terms. The proposal itself shall be organized in the following format and informational sequence:

Technical Proposal (not to exceed 30 pages, excluding promotional brochures, etc.)

7.1. Business Organization

State the full name and address of your organization and identify the parent company if you are 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. Provide the name, phone number, email address, and fax number for your proposal contact.

7.2 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.

7.3 An electronic version of this RFP can be found on the webpage of COTPA (gometro.org) and on the City's web page (okc.gov) or can be provided by email (jim.meeks@okc.gov) upon request.

7.4 Description of past experience showing the ability to handle the scope of work.

7.5 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 a fiscal or calendar year completed since December 31, 2007. The proposer shall provide general information regarding any lawsuits filed against them or a parent company in the past three years.

7.6 Scope of Work

Describe your operation showing you have the ability to accomplish the required work

Specifically indicate:

A description of your work program by tasks. Detail the steps you will take for this project. The factors that will be considered in the section above, and the depth to which each will be treated.

A statement of your compliance with all applicable rules and regulations of Federal, State, and Local governing entities. The Proposer must state compliance with terms of this Request for Proposal in the point-by point response.

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

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7.7 Project Management Structure

Provide a general explanation and chart, which specifies project leadership and reporting responsibilities and interface with COTPA project management team personnel. If the use of sub-contractor is proposed, identify their placement in the primary management structure, and provide internal management description for each sub-contractor.

7.8 Prior Experience

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 the projects were accomplished.

7.9 Qualifications and Related Experience of the Firm: Identify specialized and technical expertise and competence of the proposer in completing such projects. Summarize successfully completed projects, proposer's role in the project, and relationship/similarity to the work proposed. Qualifications should be presented for the following disciplines or areas of expertise.

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.

7.10 Qualifications and Experience of Technical Staff: Identify project organization and staff assignments for the product specific tasks. Provide an estimate of work hours for key staff assignments and ability to complete work in a timely manner. Describe specialized and technical expertise and competence of key staff members. Resumes of key individuals and their specific area of expertise should be included for all staff proposed to work

7.11 Cost Proposal

The Cost Proposal Form to be used is included within this RFP. It shall indicate all costs for providing this service in accordance with the Scope of Work. Costs must include any start-up 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 you wish to provide, describing any additional services you plan to provide, and indicating any minimum requirements you plan to exceed.

If subcontracted services are required for the proposal and not yet been procured, please submit an estimate of these costs. A estimated cost must be provided.

DBE Participation: Describe use of Disadvantaged Business Enterprises (DBEs) and estimated percentage of participation by qualified DBEs.

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ARTICLE # 8 PROPOSAL PROCEDURES

8.1 The Central Oklahoma Transportation and Parking COTPA reserves the right to reject any and all proposals, to waive any technicalities and formalities in the proposal or to award proposal items separately. COTPA also reserves the right to award multiple contracts.

8.2 Proposals within a competitive range (reasonably comparable in price and technical merit) will be identified and oral interviews may be conducted with those Proposers. The evaluation committee will review information from the oral interviews and a call for "best and final offer" from those Providers within the competitive range will be made. The contract will be awarded to the responsible and responsive Proposer(s) whose proposal(s) is/are most advantageous to COTPA with price and other factors considered.

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

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

8.5 If a Proposer feels that any information is confidential or proprietary in nature, the Proposer must submit all such information in a separately sealed envelope prominently marked with the Proposer's name and "PROPRIETARY INFORMATION". COTPA shall not release or divulge such information to third parties without the consent of the Proposer unless required to do so by applicable law or order of a court of competent jurisdiction.

8.6 In the event a single proposal is received, COTPA will conduct a price and/or cost analysis of the proposal. A price analysis is the process of examining the proposal and evaluating a prospective price without evaluating the separate cost elements. It should be recognized that a price analysis through comparison to other similar services must be based on an established or competitive price of the services used in the comparison. The comparison must be made to a purchase of similar services and involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary for COTPA to conduct a cost analysis of the proposal price.

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ARTICLE # 9. PROPOSAL EVALUATION

9.1 Proposal Evaluation

A Selection Committee will review responses received prior to the deadline for receipt of the proposals. Preliminary review will include consideration of responsiveness to the Request for Proposal and shall be based solely on the written responses. If necessary, proposers selected by the committee will be notified of a time and place to make oral presentations. Any presentation or interview of the proposer shall be at the sole expense of the proposer.

Final selection of a proposer or proposers will be made by committee based on the responses to the Request for Proposal, supplementary information provided in response to Selection Committee requests and presentations before the committee.

The selection committee shall consist of member(s) of COTPA's Board of Trustee, the City Manager, or his/her designee, the COTPA's Project Manager, COTPA's Procurement Manager, COTPA's Administrator, or his/her designee and other professionals with experience needed for this project appointed by the Administrator.

Using the criteria below, the Selection Committee may select a short list of proposers. Oral presentations, in-depth technical question and answer sessions, and or the contact of current clients having similar scope of work site visits may be used in the final selection process. The proposer shall bear the costs for any off site visits the proposer deems necessary in the selection process. COTPA shall bear the costs for any off site visits COTPA deems necessary in the selection process.

9.2 Evaluation Criteria:

A. Qualifications

1. State the full name, telephone number, fax number, and address of your organization and, if applicable, the branch office or other subordinate elements that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include the state in which it is incorporated. If appropriate, indicate whether it is licensed to operate in the State of Oklahoma.
2. Include the number of executive and professional personnel by skill and qualification that will be employed in the work. Indicate which of these individuals is considered as the key to the successful completion of the project. Identify individuals who will do the work on this project by name and title.
3. State the date firm established and types of services provided.
4. List six (6) references, their names, addresses, contact names, and numbers. References will be current or former clients with public transit background.

B. Past Experience with Similar Project

Include a list of your firm's specific experience and efforts in the past for services similar to those that you are proposing for COTPA. Also, indicate the ability to have projects completed within the budgeted amounts.

C. Scope of Service

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

D. Cost Proposal

Cost proposal shall be submitted with the proposal.

9.3 Oral Presentations

Oral presentations, in-depth technical question and answer sessions, and site visits may be used in the final selection process.

9.4 Negotiations and Final Selection

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

Final selection of a proposer or proposers will be made by committee based on the responses to the Request for Proposal, supplementary information provided in response to Selection Evaluation Committee requests, presentations before the committee, and "best and final offers" upon completion of negotiations.

Written Contract

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

1. Standard clauses and Federal Transit COTPA (FTA) Assurances
2. Scope of work and nature of services to be provided.
3. Responsibilities of both parties.
4. Payment schedule to be paid by COTPA.
5. A clause for inclusion by reference of proposal into contract.

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

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ARTICLE # 10 SCOPE OF WORK AND OR SPECIFICATIONS

SEE ATTACHMENTS # 1 and 2

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ARTICLE # 11 IMPLEMENTATION

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

Proposer shall cooperate with COTPA officials in performing work so that all City, State and FTA regulations will be meet and the buses will reach a standard in which we expecting.

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ARTICLE # 12 WARRANTY (expressed and implied)

12.1 General

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

12.2 Warranty

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

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

The Proposer shall warrant that all Proposer-furnished software is fully operational, efficient, and free from defect. The Proposer will be responsible for correcting all malfunctioning software in a timely manner, at no additional cost to COTPA, for the life of the system, as long as a maintenance agreement is in force.

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

- Reject and return each nonconforming item to the Proposer for correction or replacement at the Proposer's expense, or
- Require an equitable adjustment in the contract price.
- This warranty shall be in addition to any other rights of COTPA.
- All equipment and software warranties shall start on the date of system acceptance, and will be for no less than one year following final system acceptance.

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

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

12.3 Maintenance of Proposer Furnished Software

COTPA requires that the Proposer maintain all Proposer-furnished software in a reliable operating condition, and incorporate the latest software changes applicable to the installed system. The Proposer will describe the nature of his software maintenance coverage and program for maintaining reliable, efficient, and current software.

The maintenance contract pricing shall include providing and installing any system software patches, upgrades, enhancements, etc., developed by the software manufacturer during the maintenance contract period.

D. Reporting

1. Describe the type of reports your system offers to COTPA to monitor and what modification can be made to meet COTPA's needs, and the time required for providing the modifications.
2. Describe your capability to produce the scope of work and specifications and give at least three examples.

E. Other Information

1. Provide any alternative programs and/or plan design changes that may enhance and/or be advantageous to COTPA.
2. Provide any details regarding your organization that might assist in the selection process not listed. Identify information separately as "Additional Details".
3. All other information deemed necessary to fulfill the requirements and specifications.

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ARTICLE # 15 PROTEST PROCEDURES

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

- a. Name, address, and telephone number of protester.
- b. Identification of the solicitation or Contract number.
- c. A detailed statement of the legal and factual grounds for the protest, including copies of relevant documents.
- d. A statement as to what relief is requested.

Protests must be submitted to COTPA in accordance with these procedures and time requirements. Protests must be complete and contain all issues that the protester believes relevant.

2. Protests Before Proposal/Proposal/Proposal/Proposal Opening

Proposal/Proposal protests alleging restrictive specifications or improprieties which are apparent prior to Proposal/Proposal opening or receipt of Proposal/Proposals must be submitted in writing to the Purchasing Manager and must be received five (5) calendar days prior to Proposal/Proposal opening or closing date for receipt of Proposal/Proposals or Proposal/Proposals. If the written protest is not received by the time specified, Proposal/Proposals or Proposal/Proposals may be received and award may be made in the normal manner unless the Purchasing Manager determines that remedial action is required. Upon receipt and review of written submissions and any independent evaluation deemed appropriate by COTPA, the Administrator shall either (a) render a decision, or (b) at the sole election of the Administrator, conduct an informal hearing at which the interested participating parties will be afforded an opportunity to present their respective positions and facts, documents, justification, and technical information in support thereof. Parties may, but are not required to, be presented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedures. Following the informal hearing, the Administrator shall render a decision and advise all interested parties thereof in writing but no later than ten (10) calendar days from the date of the informal hearing.

3. Protests After Proposal/Proposal/Proposal/Proposal Opening/Prior to Award

Proposal/Proposal protests against the making of a contract award must be submitted in writing to the Purchasing Manager and received by the Purchasing Manager no less than five (5) calendar days before the award of a contract by the COTPA Board. The process for resolving protests above will be followed for any protest received under this section.

Where a written protest against the making of an award is received in the time specified, award will not be made prior to five (5) calendar days after resolution of the protest unless COTPA determines that:

4. The items to be procured are urgently required;

Delivery or performance will be unduly delayed by failure to make award promptly, or Failure to make award will otherwise cause undue harm to COTPA or the Federal Government.

Protests received prior to award will be reviewed by the Purchasing Manager and COTPA's Municipal Counsel and presented to the Administrator for a decision.

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5. Protests After Award

In instances where the award has been made, the Contractor shall be furnished with the notice of the protest and the basis therefore. If the Contractor has not executed the Contract as of the date the protest is received by COTPA, the execution of the Contract will not be made prior to five (5) calendar days after resolution of the protest unless COTPA determines that: The items to be procured are urgently required; Delivery or performance will be unduly delayed by failure to make award promptly, or Failure to make award will otherwise cause undue harm to COTPA or the Federal Government.

6. Appeals and Requests for Reconsideration

Appeals and requests for reconsideration of the determination of the Administrator of protests must be submitted to the Administrator (300 SW 7th Street, Oklahoma City, OK 73109) and received within five (5) calendar days after the date of the written determination by the Administrator. The Administrator shall forward such appeal to the COTPA Board of Trustees, whose decision shall be considered final.

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ARTICLE # 16. STANDARD CLAUSES

1 Contract Agreement Changes

COTPA will make the change by amending the Contract Agreement if approved by COTPA's Board of Trustees.

2 Contract Term

The installation completion date will be documented on the cost page, the term will be 5 years for parts and service after the warranty period has expired.

3 Time is of the Essence

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

4 Prohibited interest

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

5 Legal Relations

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

6 Contract Assignment

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

7 Insurance and Indemnity

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

(b) During the entire term of the Contract, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to COTPA and admitted to do business in Oklahoma, the following types of casualty and liability insurance.

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(i) Worker's Compensation. The Contractor shall maintain, during the term of the Contract, Worker's Compensation Insurance as prescribed by the laws of the State of Oklahoma, and Employer's Liability Insurance for all of its employees employed at the site of the project. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for the entire subcontractor's employees, unless such employees are covered by the insurance purchased by the Contractor. In the event any class of employees engaged in work performed under the Contract or at the site of the project is not protected under such insurance heretofore mentioned, the Contractor shall provide or shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.

(ii) Commercial General Liability. 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.

(iii) 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.

(c) Required insurance shall be carried and maintained throughout the term of this Contract, and certificates of insurance shall contain a statement by the insurer to the effect that the policy may not be canceled, fail to be renewed, nor the limits decreased without thirty (30) days prior written notice to COTPA and any participating public trust. Properly executed Certificates of Insurance showing the project number and description as indicated in the Contract must evidence the insurance coverage and limits required. An authorized representative of the insurance companies shown in the Certificate must sign the Certificate. No work or occupancy of the premises shall commence at the site unless and until the required Certificates of Insurance are in effect and the written Notice to Proceed is issued to the Contractor by COTPA. Certificates shall be standard industry forms, such as ACORD, or in the form included in these specifications.

(d) The amount of each liability insurance coverage shall not be less than a minimum liability limit in the greater of the following amounts: (i) \$1,000,000; or (ii) the minimum amount required by the Contractor's prequalification classification. All liability and property policies as to which COTPA is not a named insured shall to the extent allowed by law provide by endorsement or appropriate coverage language that COTPA and any participating public trust are additional insureds. The required policies of insurance shall be construed in accordance with the laws of the State of Oklahoma.

(e) No less than thirty (30) days prior written notice by registered or certified mail shall be given to COTPA of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Contractor shall take immediate steps to have the full amount of the limits appearing on the certificate reinstated. If at any time COTPA requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, the Contractor hereby agrees to promptly authorize and have delivered to COTPA such statement. The Contractor shall cover any impairment when known to it. The Contractor authorizes COTPA to confirm all information so furnished, as to Contractor's compliance with its bonds and insurance requirements, with the Contractor's insurance agents, brokers, surety and insurance carriers. All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by COTPA.

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(f) Any deductibles or self-insured retentions in excess of \$10,000, or any other risk-management scheme other than a fully insured program of commercial general liability and automobile liability insurance, must be declared by the Contractor and be approved in advance by COTPA. At the option of COTPA, the Contractor shall require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to COTPA and any participating public trust, or the Contractor shall procure a bond guaranteeing payment of the losses and related investigations, claims administration and defense expenses not otherwise covered by Contractor's insurance because of deductibles or self-insurance retentions.

(g) All insurance policies shall be issued by companies licensed in Oklahoma with an A.M. Best rating of A- VII or better. The Contractor shall provide certified, true and exact copies of all insurance policies required to COTPA, on a timely basis, if requested by COTPA. In addition, each insurer who issues a certificate of insurance to COTPA is obligated to provide a copy of the policy to COTPA upon request.

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

8 Statement of Financial Assistance

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

The merchandise and or service described in this specification are to be purchased in large part with the assistance of Federal Grants from the Federal Transit Administration (FTA). The award of this contract is subject to a financial assistance contract between COTPA and the US Department of Transportation and/or any of COTPA's funding sources. The successful Proposer will be required to comply with all terms and conditions prescribed for third party contracts. This Contract is subject to annual reauthorization of funding. In addition, and PROPOSER selected shall be subject to all terms and conditions of contracts between COTPA and any of its funding sources.

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

9 TERMINATION

9.1 Termination for Convenience

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

9.2 Termination for Default

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

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

9.3 Opportunity to Cure

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

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

9.4 Waiver of Remedies for any Breach

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

9.5 Termination

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

10 Confidential Information

Neither party shall disclose any information or knowledge concerning an individual's medical records or testing results, all of which are deemed confidential information except as otherwise required by law. The Proposer shall use all data, information, and knowledge supplied by COTPA exclusively for the purposes of performing this Agreement. All data, information, and knowledge supplied by the Proposer shall be used by COTPA exclusively for the purposes of performing this Agreement.

11 Payment Terms

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

12 Assignment (piggyback) to other government agencies is permissible by either piggybacking or tag on options.

A. COTPA reserves the right to assign all or a portion of this contract to any other governmental entity.

13 Proprietary/Confidential Material

Should an Open Records Request be presented to COTPA and/or COTPA of Oklahoma City requesting information the Proposer has identified as "Proprietary/Confidential", the Proposer will be responsible for defending their position if needed.

14 Contract Payments and Retainage

The contract shall be prepared under the direction of COTPA, and shall incorporate all applicable provisions. This contract will be a firm fixed price or not-to-exceed amount, with the opportunity for progress payments, is an item that may be negotiated if approved.

15 Upgrades and Substitutions

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

16 Guarantees and Performance Bond: **Not required on this project!**

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

17 Taxes

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

18 Brand Names

The use of any brand name or trade name in the RFP is meant solely as a reference as to the design, features, and quality of the item mentioned, also the product must be approved before the contractor may proceed. It should not be construed to imply that any brand name would be given preference in the evaluation of this RFP.

19 Delivery

Proposer shall specify their expected delivery times for the requested services. Time is of the essence in any COTPA purchase. If the indicated date cannot be met or the date is not indicated, the Proposer shall state its best completion and or delivery time on the proposal cost form.

20 F.O.B. Destination

The PROPOSER shall deliver each item F.O.B. Destination, Oklahoma City, Oklahoma, and to any and all points located within COTPA's corporate limits, inside delivery is required.

21 Commercial Packaging

Preservation, packaging, and marking will be in accordance with Proposer's best commercial practice, to provide adequate protection against shipping damage.

22 Order of Precedence

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: (1) contract articles, (2) general instructions and requirements for PROPOSER, (3) contract instructions, and (4) other references.

23 Warranty

The Proposer warrants the products following FTA procedures and the quality control of the products being manufactured will be of the quality expected and the defects in material or workmanship and will conform to the specifications and all other requirements of this contract. All Proposers will furnish with their Proposal one copy of their warranty applicable to the goods, software and services to be furnished.

The Proposer will furnish their procedures on how they handle defects they find during the inspections.

24 Prices

Proposals shall be firm unless otherwise specified and approved. In the event of a discrepancy between unit prices and extended price, the lowest of the price quotations shall govern.

25 Signature

The Proposer must sign each document in the RFP requiring a signature. The Proposer must initial any change made to the Proposal.

26 Sub-contractor

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

27 Right to Reject

COTPA reserves the right to reject any or all Proposals or to award the contract to the next most qualified respondent if the successful respondent does not execute a contract within 90 days after authorization to negotiate.

28 Clarification

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

29 Withdrawal of Proposal

Any PROPOSAL may be withdrawn until the date and time set for the opening of the Proposals. Any Proposal not so withdrawn shall constitute an irrevocable offer, for the period of 90 days, to provide COTPA with the services set forth in the attached specifications, or until the Proposals have been approved.

15.30 Approval of Information Release

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

15.31 Independent Proposer

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

32 Exceptions

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

33 Proposal Preparation Costs

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

34 Price Escalation/De-Escalation:

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

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

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

36 Software Escrow Requirement

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

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

37 Objectionable Employee

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

38 Force Majeure

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

39 Venue

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

40 Enforcement

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

41. FTA CERTIFICATIONS AND ASSURANCES: Contractor shall perform all services required by this Agreement in accordance with all applicable federal, state, and local laws, regulations, and circulars, including but not limited to the regulations listed in this Agreement. Contractor shall use only licensed personnel to perform work when required by law or regulation to be performed by such personnel. Contractor further agrees to comply with all applicable provisions of the categories in the FTA Certifications and Assurances for Federal Funding Assistance Program, which are herein, incorporated by reference and made a part of this Agreement. In furtherance of these requirements, Contractor agrees to provide appropriate signatures for the "Certifications and Assurances for Federal Funding Assistance," which is incorporated herein by reference between pages 10-12. For more information about the FTA Certifications and Assurances, check the following link:
<http://edocket.access.gpo.gov/2009/pdf/E9-24922.pdf>.

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

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

The terms and conditions of this linked Master Agreement and the FTA Procurement Best Practice both are specifically incorporated by reference into the contract.

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Article # 18. SIGNATURE REQUIREMENTS FOR PROPOSAL DOCUMENTS

All documents submitted, as part of a Proposal package must be signed by the person having the legal COTPA to bind the corporation or firm and that signature attested/notarized in accordance with the rules listed below. Failure to comply with the signature requirements below may result in the Proposal being rejected as non-responsive.

a) Name of Corporation or Firm: Type or print the name of the corporation or firm submitting the Proposal on the line entitled "Name of Corporation or Firm".

b) Proposals Submitted by a Corporation: All documents requiring signature must have the original ink signature of the President or Vice President of the Corporation. The signature should be made on the line below the name of the corporation or firm. The Corporate Secretary must witness the President's signature or Assistant Corporate Secretary, who signs on the line to the left of the President, and the firm's corporate seal, must be affixed. For each signature, the name and title of the person who signed must be typed or printed on the line below the signature line.

c) Proposals submitted by a Company: All documents requiring signature must have the original ink signature of the Owner. The signature should be made on the line below the name of the corporation or firm. No seal and witness signature are required in the "Attest" area. However, the Owner's signature must be witnessed by a Notary Public who will complete the required information and affix his/her seal. The name and title of the person who signed the Proposal must be typed or printed on the line below the signature line.

d) Proposals submitted by Partnerships: All documents requiring signature must have the original ink signature of a General Partner. The signature should be made on the line below the name of the corporation or firm. No seal and witness signature are required in the "Attest" area. However, General Partner's signature must be witnessed by a Notary Public who will complete the required information and affix his/her seal. The name and title of the person who signed the Proposal must be typed or printed on the line provided beneath the signature line.

e) Proposals submitted as a Joint Proposal: If two or more parties submit a joint Proposal, all forms must be signed by the appropriate representatives of each/all parties and each signature attested/notarized as provided above. The Proposer should modify the signature spaces to meet this requirement. Under each signature, the name and title of each person who signed must be typed or printed.

f) Authorized Representative Signature Requirements: Some businesses may delegate the COTPA to sign Proposal documents to an authorized representative or agent. In such cases, all documents requiring signature must have the original ink signature of the "authorized" representative or agent. Attached to the documents signed by the authorized representative must be a power of attorney or resolution of the authorizing entity, executed in conformance with the above signature requirements, specifically providing the authorized representative with the COTPA to execute the documents on behalf of and binding the authorizing entity. Each signature on the documents and that of the authorizing entity must be notarized by a Notary Public who will complete the required information and affix his/her seal. On the line beneath each signature, type or print the signer's name and title.

(Balance of page intentionally left blank)

ARTICLE # 19 CENTRAL OKLAHOMA TRANSPORTATION AND PARKING (COTPA)

2011 - 05

REQUIRED PROPOSAL FORMS THAT NEED TO BE EXECUTED

Certification that you are not on the comptroller's list of ineligible Proposers
Statement of Proposer's Qualifications
Business Relationship Affidavit
Proposer ID Numbers
Anti-Collusion Affidavit
Non-Discrimination Affidavit
Authorization for Information Affidavit
Program Fraud and False or Fraudulent Statement
Cost Proposal Form
Proposers Declaration
Reference Form
DBE Qualification Form

Non-responding form

All documents need to be signed prior to the COTPA's Board of Trustees' approving a contract. The owner or an officer of the business or corporation may sign this document. A corporate seal or Letter of Authorization is needed for any other signer. For instance, if a salesman or manager signs this form, a Letter of Authorization or a corporate seal is to be attached. Also if you do not have a corporate seal, the documents need to be notarized.

If you have any questions or concerns before having this document signed, please contact me at (405) 297 - 2777.

(Balance of page intentionally left blank)

STATEMENT OF PROPOSER'S / PROPOSER'S QUALIFICATIONS (Page 1 of 2)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Should this page not be part of the Proposal/proposal packet, you're Proposal will be classified as not in compliance and may be disqualified. The questions may be answered on separate attached sheets. Proposer/Proposer may submit additional information he/she desires.

Name of Proposal/Proposer _____

Permanent Main Office Address _____

Office Phone _____ Cell Phone _____

Fax Number _____ E-mail Address _____

When Organized _____

If a Corporation, where Incorporated _____

How many years have you been engaged in business under your present firm or trade name? _____

Contracts on hand: _____ (Schedule these, showing gross amounts of each Contract Agreement and the appropriate anticipated date of completion, **this will be an attachment.**)

General character of work performed by you. _____

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

If so, where and why? _____

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

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

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

List your major equipment available for this Contract Agreement, **this will be an attachment.**

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

Background and experience of the principal members of your organization, including the officers, **this will be an attachment.**

Give bank reference. _____

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

Net Worth Ratio: _____

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

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

Dated this _____ day of _____ 2011.

Being duly sworn deposes and says that he/she is _____(Title)
and that the answers to the foregoing questions and all statements therein contained are true and correct.

By: _____
Name of Corporation or Firm

Authorized Signature

State of _____)
)§
County of _____)

Subscribed and sworn to before me this _____ day of _____, 2011.

Notary Public: _____

Notary Number _____

My Commission Expires _____

(Balance of page intentionally left blank)

BUSINESS RELATIONSHIP AFFIDAVIT

The undersigned as Proposer or Proposer'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 Proposer'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 Proposer or Proposer's Authorized Agent further swears, affirms, and states that the Proposer 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 the architect, the engineer or any other party to this project except, if any, as stated on the lines below.

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

If Proposer 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 Proposer or Proposer's Authorized Agent must state the names of all persons having such business relationships and the positions they hold or held with the Proposer and/or their respective companies or firms on the lines provided below:

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

This Proposal will not be considered unless this form has been fully signed by the Proposer, and notarized, dated and completed by the Notary Public.

Name of Individual, Partnership, Limited Liability Company, or Corporation hereinafter called Proposer

Signature of Proposer or Authorized Agent

Type or print name and title of person who signed above

STATE OF _____)
_____) §
COUNTY OF _____)

Signed and sworn to or affirmed before me on this _____ day of _____, 2011,

by _____ as the above named PROPOSER or Proposer's Authorized Agent.
(Insert name of person signing above)

Notary Public _____ My Commission expires _____ My Commission number _____

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

PROPOSER IDENTIFICATION NUMBERS:

This form is to be completed and submitted with the Contract Documents.

Project Number and Description: _____

Name of Proposer: _____

Pursuant to the Rules and Regulations of the Commissioner of Labor issued under the Oklahoma Minimum Wage on Public Works Act (40 O.S. 1991, Sec 196.2), Proposer provides the following Identification Numbers: Oklahoma Tax Commission, Oklahoma Employment Security Commission and the Internal Revenue Service Social Security Administration. Proposer is reminded that no Proposer or sub-contractor may be employed on this project that is listed by the Commissioner of Labor as ineligible to contract on or be awarded a public works Contract Agreement. A list of ineligible Proposer may be obtained from the Commissioner of Labor.

Oklahoma Tax Commission Number _____

Oklahoma Employment Security Commission Number _____

Internal Revenue Service Number _____

Social Security Administration Number _____

(Balance of page intentionally left blank)

ANTI-COLLUSION AFFIDAVIT

This Proposal will not be considered unless this form has been fully completed and signed by the Proposer or Proposer's Authorized Agent, and notarized, dated and completed by a Notary Public.

The following affidavit is submitted by or on behalf of the Proposer as a part of this Proposal:

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

The undersigned is the Proposer or the duly authorized agent of the Proposer submitting the Proposal which is attached to this statement, for the purpose of certifying the facts pertaining to the non-existence of collusion among Proposer and between Proposer and City or Trust officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any Contract Agreement pursuant to the Proposal to which this statement is attached;

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

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

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

to any collusion with any City or Trust official, agent or employee as to quantity, quality or price in the prospective Contract Agreement, or as to any other terms of such prospective Contract Agreement; nor in any discussion between Proposer and any City or Trust official, agent or employee concerning exchange of money or other thing(s) of value for special consideration in the letting of a Contract Agreement.

Name of Individual, Partnership or Corporation

Signature of Proposer or Proposer's Authorized Agent

State of _____)

) §

County of _____)

Subscribed and sworn to before me this _____ day of _____, 2011.

Notary Public _____

Notary Number _____

My Commission expires _____

(Balance of page intentionally left blank)

CERTIFICATE OF NON-DISCRIMINATION

(Page 1 of 2)

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

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, or pay or other forms of compensation and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(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.

(Balance of page intentionally left blank)

CERTIFICATE OF NON-DISCRIMINATION

(Page 2 of 2)

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties. In the event of the contractor's non-compliance with this Non-discrimination Clause, the Contract Agreement may be canceled or terminated by the Central Oklahoma Transportation and Parking Authority (COTPA) Board of Trustees. The Board of Trustees may declare the contractor ineligible for further contracts with COTPA until satisfactory proof of intent to comply shall be made by the contractor and/or Subcontractor(s). The Proposer and or Proposer will have the required guidelines and regulations posted as per the Equal Employment requirements.

I have read the above clause and agree to aproposale by its requirements.

Attest: (Corporate Seal)

Name of Corporation or Firm

Signature of Proposer and or Proposer or Proposer and or Proposer's Authorized Agent

*On these lines, type or print the name and title of each person who signed above.

If Proposer and or Proposer's company is not incorporated, no corporate seal is required; however, the following statement must be executed.

State of _____)
County of _____) §

Subscribed and sworn before me this _____ day of _____, 2011

Notary Public _____

Notary Number _____

My Commission Expires: _____

(Balance of page intentionally left blank)

AUTHORIZATION FOR INFORMATION

The undersigned hereby authorized and requests any person, firm, or corporation to furnish any information requested by COTPA in verification of the recitals comprising this Statement of Proposer's Qualifications that I, being duly sworn deposes and says that the answers to the foregoing questions and all statements contained and true and correct.

Dated this _____ day of _____, 2011.

By _____
Name of Corporation or Firm

Authorized Signature

State of _____)
_____) §
County of _____)

Subscribed and sworn to before me this _____ day of _____, 2011.

Notary Public: _____

Notary Number _____

My Commission Expires: _____

(Balance of page intentionally left blank)

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Proposer acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying proposal, the Proposer certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Proposer further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Proposer to the extent the Federal Government deems appropriate.

(2) The Proposer also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the COTPA of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 16 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Proposer, to the extent the Federal Government deems appropriate.

(3) The Proposer agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-contractor who will be subject to the provisions.

The Proposer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of the above regulations and apply to this certification and disclosure, if any.

Name of Individual, Partnership or Corporation

Signature of Proposer or Proposer's Authorized Agent

_____ day of _____, 2011

(Balance of page intentionally left blank)

COST PROPOSAL FORM

Any proposal submitted shall constitute an irrevocable offer for a period of 120 days to provide the services set forth in these specification, unless an award is made.

Submitted by: (Please type or print)

Name: _____

Address: _____

Telephone: _____ Fax _____

Federal ID # _____

Proposer: _____

By _____

Name of Corporation or Firm

Signature of Proposer or Proposer's Authorized Agent

Title _____

Date _____

Cost proposal shall be submitted with the proposal.

The cost proposal is to include equipment, services, the names, titles, hourly rates, overhead factors, and any other details by which the overall and project element costs have been derived to perform the Scope of Work in its entirety. The Proposer, selected to be interviewed, shall be capable of justifying the details of the cost proposal relative to personnel costs, overhead, how the overhead rate is derived, material, and time of installation for each project.

The proposed cost must detail the costs for each of the major individual components as listed below. If your cost proposal details are interdependent and cannot be considered separately, please explain those relationships. The proposed cost must also include the total estimated cost for the project and this total may be adjusted after negotiations with COTPA prior to signing a formal contract, if justified.

(Balance of page intentionally left blank)

Cost proposal shall be submitted with the proposal. Cost for each Task with Dates of completion for each task.

- A. Automatic Vehicle Location System (75 buses)
- B. Automatic Annunciation System (75 buses)
- C. Automatic Passenger Counters (75 buses)
- D. Surveillance Camera System (75 buses)
- E. System Interface with TRAPEZE Scheduling and Dispatch Software
- F. System Interface with GFI farebox for single point of sign on and ridership data
- G. Installation of Wi-Fi System on 75 buses
- H. Maintenance and Warranty (5 year)
- I. Training and Customer Support
- J. Annual License Fees
- K. Others in detail

(Balance of page intentionally left blank)

Proposer Declaration:

1. That Proposer has carefully read and fully understands the full scope of the Specifications.
2. That Proposer has the capability to successfully undertake and complete the responsibilities and obligations in said Specifications.
3. That this Proposal may be withdrawn by requesting such withdrawal in writing at any time prior to Proposal opening, but may not be withdrawn after Proposal opening date and time.
4. That the Central Oklahoma Transportation and Parking Authority reserves the right to award or reject any or all Proposals and to accept that Proposal which will, in its opinion, best serve the public interest. COTPA reserves the right to waive any technicalities and formalities in the proposal.
5. I acknowledge receipt of addenda number(s)
6. COTPA will be held responsible for any other cost during the time of the contract if the costs are not so noted above.
7. All City, State and Federal Licenses, Permits and any other documentation required must be presented before work shall start.
8. PROPOSALS WILL BE DUE AT THE ABOVE DATE AND TIME AND MAY NOT BE WITHDRAWN WITHIN NINETY (90) DAYS AFTER SUCH DATE.

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 _____

I CERTIFY that this Proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a Proposal for the same contractual services and is in all respects fair and without collusion or fraud. I agree to a Proposal by all conditions of this solicitation and certify that I am authorized to sign this PROPOSAL and that the Proposal is in compliance with all requirements of the Request for Proposal including, but not limited to, certification requirements.

The Firm further declares that it has examined the solicitation documents and all addenda, and that it has satisfied itself about COTPA's requirements and all other information in the solicitation.

The Firm certifies neither the proposing firm nor any of its officers is on the Comptroller General's List of Ineligible PROPOSER or the United States comptroller General's List of Ineligible Firms for Federally Financed or Assisted Projects.

The undersigned Proposer hereby submits to Central Oklahoma Transportation and Parking Authority this Proposal for:

Proposer: _____
 (Name of Corporation or Firm) (Signature of Proposer or Proposer's Authorized Agent)

 (Affix Corporate seal if applicable) (Title of Proposer or Proposer's Authorized Agent)

(Balance of page intentionally left blank)

Current client reference

You may be asked to provide additional references if the references provided are for projects significantly smaller than the one you are proposing.

1. Company Name
Name & location of client
How long have you maintained this customer?
Contact person with the company
Telephone number / pager number for the person listed above

2. Company Name
Name & location of client
How long have you maintained this customer?
Contact person with the company
Telephone number / pager number for the person listed above

3. Company Name
Name & location of client
How long have you maintained this customer?
Contact person with the company
Telephone number / pager number for the person listed above

4. Company Name
Name & location of client
How long have you maintained this customer?
Contact person with the company
Telephone number / pager number for the person listed above

5. Company Name
Name & location of client
How long have you maintained this customer?
Contact person with the company
Telephone number / pager number for the person listed above

6. Company Name
Name & location of client
How long have you maintained this customer?
Contact person with the company
Telephone number / pager number for the person listed above

DBE QUALIFICATION FORM

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

Federal Register / Vol. 66, No. 89

Does your firm meet the following requirements to qualify as a DBE under the DOT DBE program:

___ Disadvantaged owners are U. S. citizens or legal permanent residents.

___ Firm's annual gross income does NOT exceed \$17,20 million (averaged over 3 years).

___ Firm is at least 51% owned and controlled by socially and economically disadvantaged individuals.

___ Firm meets SBA small business size in the primary industry group (13 CFR part 121).

___ Firms owned by ANC's Indian Tribes, and Native Hawaiian Organizations, meet the small business size requirements and are controlled by socially and economically disadvantaged individuals.

___ Firms and owners meet the requirements of part 26 concerning licenses and credentials.

___ Firms must be for – profit.

___ Please check here if this does not apply to your company.

Contact Jim Meeks at (405) 297 – 2777 should you need information regarding DBE Certification.

Please print the following information:

Firm Name _____

Authorized Signature _____

Title _____

Date _____

Signature of Authorized Signature _____

(Balance of page intentionally left blank)

NOT RESPONDING TO THIS RFP

As part of our continuing efforts to locate new sources and maximize competition, we would appreciate feedback from proposers who are not /Proposing on our contracts. If you are not offering a proposal on the enclosed request, please take a moment to indicate which of the following best describes the reason you are not offering a Proposal/Proposal. Be advised that your company will be retained on our contractors list for future requests for the services requested unless you check Reason #1.

(Check One)

- 1. My company does not offer the service requested.
- 2. The specifications were unclear. (If you checked this, please attach information about your service for our specification writer).
- 3. There was not enough time allowed to submit a proposal. (Sometimes COTPA can extend the deadline if you call and ask).
- 4. My company is working at full capacity now and cannot handle your order at this time.
- 5. The general terms and conditions for this contract are not acceptable to my company. (Please explain)

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

- 7. Other Comments

Company Name: _____

Address: _____

Phone _____ Fax _____

Contact _____ Title _____

Thank you for your assistance.
Jim Meeks, Purchasing Manager

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**ARTICLE # 20 CENTRAL OKLAHOMA TRANSPORTATION AND PARKING (COTPA) 2011 - 05
REQUIRED CONTRACTUAL FORMS THAT WILL NEED TO BE EXECUTED.**

Fly America
Buy America
Cargo Requirements
Energy Conservation Requirements
Clean Water Requirements
Lobby Certification
Federal Changes
Clean Air Requirements
Recycled Products
No Government Obligations to Third Party
Debarment Certification
Lower Tier Debarment Certification
Civil Rights Requirements
Disadvantaged Business Enterprise (DBE)
Breaches and Dispute Resolution
Incorporation of Federal Transit Administration (FTA) Terms
Intelligent Transportation Systems
Immigration Certification
Seatbelt Requirements
Texting Requirements
Incorporation of Federal Transit Administration (FTA) Terms
Intelligent Transportation Systems Certification
Recycled Products Affidavit
Government-Wide Debarment and Suspension Certification
Lower Tier Debarment, Suspension Certification
Buy America Requirements for Steel, Iron or -Materials and Supplies
Buy America Requirements for Rolling Stock and Associated Equipment
Clean Water Requirements
Lobbying Certification
Clean Air Affidavit
Breaches and Dispute Resolution
Central Contractor Registration Certification
Letter to Contractor should ARRA Funds be used on the project
Federal Acquisition Regulation Requirements for ARRA Reporting
American Recovery and Reinvestment Act (ARRA) Reporting info to be reported
Whistleblowers Poster to be used if ARRA Funds are used on the project
Truth-in-Negotiation Certification
Negotiation / Best and Final Offer Form
Vendor registration
Contract Agreement
Conclusion

All documents need to be signed prior to the COTPA's Board of Trustees' approving a contract. The owner or an officer of the business or corporation may sign this document. A corporate seal or Letter of Authorization is needed for any other signer. For instance, if a salesman or manager signs this form, a Letter of Authorization or a corporate seal is to be attached. Also if you do not have a corporate seal, the documents need to be notarized.

If you have any questions or concerns before having this document signed, please contact me at (405) 297 - 2777.

FLY AMERICA REQUIREMENTS

(Involving foreign transport or travel by air)

49 U.S.C. § 40118, 41 CFR Part 301-10

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Company Name _____

Signature _____

Title _____

(Balance of page intentionally left blank)

**CARGO PREFERENCE REQUIREMENTS 46 U.S.C. 1241, 46 CFR Part 381
(Required for Rolling Stock, Construction, Materials & Supplies when property may be transported by ocean vessel)**

The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Company Name _____

Signature _____

Title _____

(Balance of page intentionally left blank)

**ENERGY CONSERVATION REQUIREMENTS 42 U.S.C. 6321 et seq., 49 CFR Part 18
(Required for all Contracts)**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Company Name _____

Signature _____

Title _____

Date _____

(Balance of page intentionally left blank)

**FEDERAL CHANGES 49 CFR Part 18
(Required for all Contracts)**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Company Name _____

Signature _____

Title _____

Date _____

(Balance of page intentionally left blank)

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(Required for all Contracts)

(1) 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.

(2) The Contractor agrees to include the above clause in each subcontract exceeding \$100,000 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.

Company Name _____

Signature _____

Title _____

Date _____

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CIVIL RIGHTS REQUIREMENTS

(Required for all Contracts)

29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the 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.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the 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.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Company Name _____

Signature _____

Title _____

Date _____

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)
(Required for all Contracts)**

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. The National goal for participation of DBE is 10%. 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 subcontractor 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 subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of COTPA.

Company Name _____

Signature _____

Title _____

(Balance of page intentionally left blank)

COTPA Disadvantaged Business Enterprise (DBE) Policy, Effective October 1, 1999, Objectives/Policy Statement (26.1,26.23)

COTPA's DBE goal is zero at this time and this DBE goal for this contract is zero.

COTPA has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulation of the U.S. Department of Transportation (DOT), 49 CFR Part 26. COTPA has received federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, COTPA has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of COTPA to ensure that DBEs, as defined in part 26, have an equal opportunity to receive and participate in DOT assisted contracts. It is also the policy of COTPA:

To ensure non-discrimination in the award and administration of DOT assisted contracts; To create a level playing field on which DBEs can compete fairly for DOT assisted contracts; To ensure that the DBE Program is narrowly tailored in accordance with applicable law;

To ensure the only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;

To help remove barriers to the participation of DBEs in DOT assisted contracts; and

To assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.

Mr. Jim Meeks, Purchasing Manager, has been delegated as the DBE Liaison Officer. He is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by COTPA in its financial assistance agreements with the Department of Transportation.

COTPA has disseminated this policy statement to COTPA Board of Trustees and all the components of its organization. COTPA has distributed this statement to the DBE and non-DBE business communities that perform work for COTPA on DOT-assisted contracts. The policy will also be forwarded to local Proposer associations and community based organizations, including the Urban League of Greater Oklahoma City.

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IMMIGRATION

(Required for all Contracts)

NOTICE of "Oklahoma Taxpayer and Citizen Protection Act of 2007"

The State of Oklahoma Enacted the "Oklahoma Taxpayer and Citizen Protection Act of 2007" (Oklahoma Statutes Title 25, sections 6 and 7 effective November 1, 2007, requires all contractors to register and participate in the Status Verification System referenced in Oklahoma Statutes Title 25, Section 1312. This prohibits entities and persons entering into a contract with a public employer for the Physical performance of services within this state unless said contractor/vendor has registered and participated in Status Verification System for the purpose of verifying the work eligibility status and information of all new employees hired on or after November 1, 2007.

IMMIGRATION INDEMNIFICATION

The Contractor/vendor shall indemnify, defend, and hold harmless COTPA, the City of Oklahoma City and any other trusts against any and all losses, expenses, damages, costs, or attorney fees directly or indirectly resulting from the failure of the Contractor/vendor, or any of its agents, representatives, subcontractor/vendors, materialmen, or suppliers, to register or participate in the Status Verification System as set forth in the "Oklahoma Taxpayer and Citizen protection Act of 2007," or the violation of said Act, or any suspension, termination, or invalidation of the Contract due to said failure or violation.

COTPA & the CITY OF OKLAHOMA CITY IMMIGRATION AFFIDAVIT

The undersign as Contractor/vendor or Contractor's Authorized Agent, being of lawful age and being first duly sworn on oath, hereby swears, affirms and states that the Contractor/vendor has registered and participates in the Status Verification System as set forth in "Oklahoma Taxpayer and Citizen Protection Act of 2007" to verify the work eligibility status of all new employees hired on and after November 1, 2007. This Affidavit must be signed by Contractor/vendor, notarized, dated and completed by the Notary Public, and submitted prior to contract award.

HAS THE APPLICANT REGISTERED IN THE STATUS VERIFICATION AS SET FORTH IN THE "OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007"? YES NO - Initial

HAS THE APPLICANT PARTICIPATED IN THE STATUS VERIFICATION? YES NO -Initial

STATE OF _____)
) §
COUNTY OF _____)

The undersigned, as Contractor/Vendor or Authorized Agent, hereby expressly adopts and affirmatively incorporates herein by reference the above recitation as the sworn statement of the Contractor/Vendor and the signatory.

Name of Individual [], Partnership [], Limited Liability Company [], or Corporation []
Hereinafter called Contractor

Signature of Contractor/Vendor or Authorized Agent

Type or Print Name and Title of person who signed above

Signed and Sworn to or affirmed before me on this ____ day of _____, 2011
By _____ as the above named Contractor or Contractor's Authorized Agent.
(Insert name of person signing above)

My Commission expires _____ Notary Public _____ My Commission Number _____

This Affidavit required prior to contract award by 25 Oklahoma Statutes (2007) §§ 1312 and 1313.

Seat Belt Use.

(Required for all Contracts)

In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402, Contractor shall adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles and to include this provision in all subcontracts.

Company Name: _____

Signature: _____

Title: _____

Date: _____

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Texting While Driving and Distracted Driving.
(Required for all Contracts)

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, Contractor shall promote policies and initiatives for its employees and other personnel and adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in all subcontracts.

Definitions:

"Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

"Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to making an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

Safety:

Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving –

- Contractor or Construction vehicles or Government-owned, leased or rented vehicles;
- Privately-owned vehicles when an official Project related business or when performing any work for or on behalf of the Project; or
- Any vehicle, on or off duty, using an employer supplied electronic device.
- Conduct workplace safety initiatives such as:
- Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
- Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- Include this Special Provisions in all subcontracts.

Company Name: _____

Signature: _____

Title: _____

Date: _____

(Balance of page intentionally left blank)

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
(Required for all Contracts)**

FTA Circular 4220.1E

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

Company Name _____

Signature _____

Title _____

Date _____

(Balance_of page intentionally left blank)

INTELLIGENT TRANSPORTATION SYSTEMS

(Required for Contracts dealing with technologies or systems of technologies)

66 FR 1455

Federal Transportation Administration (FTA) Intelligent Transportation System (ITS) project, defined as any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute the provision of one or more ITS user services as defined in the "National ITS Architecture" is requested to provide the following assurances.

As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS users services as defined in the "National ITS Architecture".

As provided in SAFETEA-LU section 5307©, 23 U.S.C. 512 note, "the Secretary shall ensure that intelligent transportation system projects carried out using funds made available from the Highway Trust Fund, including funds made available under this subtitle to deploy intelligent transportation system technologies, conform to the national architecture, applicable standards or provisional standards, and protocols developed under subsection (a)." To facilitate compliance with SAFETEA-LU section 5307 (c), 23 U.S.C. 512 note, the Contractor assures they will comply with all applicable provisions of Section V (Regional ITS Architecture) and Section VI (Project Implementation) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 FR 1455 et seq., January 8, 2001, and other FTA policies that may be issued in connection with any ITS project undertaking financed with funds authorized under Title 49 or Title 23, United States Code, except to the extent that FTA expressly determines otherwise in writing.

With respect to any ITS project financed with Federal assistance derived from a source other than Title 49 or Title 23, United States Code, the Contractor assures that it will use its best efforts to ensure that it will not preclude interface with other intelligent transportation system.

Company Name: _____

Signature: _____

Title: _____

Date: _____

(Balance of page intentionally left blank)

RECYCLED PRODUCTS

(Required for Operations/Management, Construction and Materials and Supplies designated by the EPA and in the amount of \$10,000 or more per year Contracts)

42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Company Name _____

Signature _____

Title _____

Date _____

(Balance_of page intentionally left blank)

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(Required for all Contracts for \$25,000 or more)**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its Proposal or Proposal, the Contractor certifies as follows:

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

The certification in this clause is a material representation of fact relied upon by 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.

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.

Signature _____

Title _____

Company _____

Date _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 2011.

Notary Public: _____ Notary Number _____ My Commission Expires: _____

(Balance of page intentionally left blank)

CONTRACTOR REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION

The prospective lower tier participant (Contractor) certifies, by submission of this Proposal, that neither it nor its "principals" [as defined at 49 C.F.R § 29.105 (p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

_____ Check if applicable

The lower tier participant (Proposer/Contractor, _____, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

Signature _____

Title _____

Company _____

Date _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 2011.

Notary Public: _____ Notary Number _____ My Commission Expires: _____

(Balance of page intentionally left blank)

**BUY AMERICA REQUIREMENTS 49 U.S.C. 5323(j), 49 CFR Part 661
(Required for Rolling Stock, Construction, Materials & Supplies for \$100,00 or more)**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

**BUY AMERICA REQUIREMENTS (\$100,000 or more, this document must be signed)
49 U.S.C. 5323(j), 49 CFR Part 661**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

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

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

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

Date _____

Signature _____

Company Name _____

Title _____

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

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

Date _____

Signature _____

Company Name _____

Title _____

(Balance of page intentionally left blank)

**BUY AMERICA REQUIREMENTS (\$100,000 or more, this document must be signed)
49 U.S.C. 5323(j), 49 CFR Part 661**

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The Proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The Proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

(Balance of page intentionally left blank)

**CLEAN WATER REQUIREMENTS 33 U.S.C. 1251
(Required for all Contracts \$100,000 or more)**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

The Contractor agrees to comply with mandatory standards and policies relating to clean water, which are contained in the Federal Water Pollution Control Act Issued in compliance with the EPA Office.

Company Name _____

Signature _____

Title _____

Date _____

(Balance of page intentionally left blank)

LOBBYING

(Required for all Contracts \$100,000 or more)

31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier 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, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an COTPA, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any COTPA, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1213 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1401, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

Signature of Proposer's Authorized Official

Name and Title of Proposer's Authorized Official

_____ day of _____, 2011

CLEAN AIR

(Required for all Contracts \$100,000 or more)

42 U.S.C. 7401 et seq., 40 CFR 16.61, 49 CFR Part 18

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Company Name _____

Signature _____

Title _____

Date _____

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BREACHES AND DISPUTE RESOLUTION

(Required for all Contracts \$100,000 or more)

49 CFR Part 18, FTA Circular 4220.1E

Disputes - Disputes arising in the performance of this Contract, which are not resolved by agreement of the parties, shall be decided in writing by the authorized representative of COTPA, Purchasing Manager by direction of the Administrator. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Purchasing Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Purchasing Manager by direction of the Administrator shall be binding upon the Contractor and the Contractor shall a Proposal be the decision.

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

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the COTPA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the COTPA is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the COTPA, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Company Name _____

Signature _____

Title _____

Date _____

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**CENTRAL CONTRACTOR REGISTRATION CERTIFICATION
(Required when ARRA Monies are used)**

Federal Register: May 11, 2011 (Volume 74, Number 89) Section 1512(h) Registration

Recipients of ARRA funds that are required to report information per subsection (c)(4) must register with Central Contractor Registration database (CCR) or complete other registration requirements as determined by the Director of the Office of Management and Budget (OMB).

The reporting and registration requirements are effective with the quarter ending September 30, 2011. OMB has issued guidance requiring FTA and other Federal agencies to ensure that grantees and first tier subawardees (subrecipients and contractors) obtain a DUNS number, or update their DUNS record if necessary. OMB has also indicated that first tier subawardees will be required to register in CCR.

CENTRAL CONTRACTOR REGISTRATION CERTIFICATION

Federal Register: May 11, 2011 (Volume 74, Number 89)
Section 1512(h) Registration

COTPA, should ARRA funds be used, there are required to report information per subsection (c)(4) must register with Central Contractor Registration database (CCR) or complete other registration requirements as determined by the Director of the Office of Management and Budget (OMB).

The reporting and registration requirements are effective with the quarter ending September 30, 2011. OMB has issued guidance requiring FTA and other Federal agencies to ensure that grantees and first tier subawardees (subrecipients and contractors) obtain a DUNS number, or update their DUNS record if necessary. OMB has also indicated that first tier subawardees will be required to register in CCR.

DUNDS Number _____

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 Federal Register (Volume 74, Number 89), *et seq.*, apply to this certification and disclosure, if any.

Signature _____

Title _____

Company _____

Date _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 2011.

Notary Public: _____ Notary Number _____ My Commission Expires: _____



2000 South May Ave.
Oklahoma City, OK 73108
telephone 405.297.2777
fax 405.316.2777
www.gometro.org

RE: 2011 – 05 Should ARRA Funds be used on this project

Dear Contractor:

By award of contract dated between Central Oklahoma Transportation and Parking Authority and CLEAN ENERGY (Contractor). Contractor is notified that this project will be financed in whole or in part with American Recovery and Reinvestment Act of 2009 ("ARRA") funds. The contractor ensures that all subcontracts and other contracts for goods and services for an ARRA-funded project shall comply with the mandated provisions of this directive. Contractor understands and acknowledges that ARRA requires that every contractor that receives ARRA funds must post a notice of rights and remedies available to whistleblower (Title XV, Subtitle A, Section 1553(e)) (attached poster). Upon receipt of funds awarded pursuant to the contract, you agree to post and have your subcontractor post the attached poster.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Meeks", is written in a cursive style.

Purchasing Manager/DBE Officer

FEDERAL ACQUISITION REGULATION REQUIREMENTS FOR ARRA REPORTING

Federal Acquisition Circular 2005-32 amended the Federal Acquisition Regulation (FAR) March 31, 2009. This amendment, in part, added clause 52.204-11, "American Recovery and Reinvestment Act – Reporting Requirements" (attached). Procurements funded in whole or in part by the Recovery Act are mandated to include this clause. Specifically, the clause details additional vendors reporting requirements when awarded contracts funded by the Recovery Act.

When responding to solicitations indicated to be part of the Recovery Act, offerors will be required to certify that they have read and agree to comply with the requirements of clause 52.204-11.

Under ARRA, all direct recipients and first tier sub-awardees (including both sub-recipients and contractors) must obtain a Data Universal Numbering System (DUNS) number. Direct recipients must also register with the Central Contractors Registration (CCR). Unless the CCR applicant intends to pursue other Federal business, they do not have to complete the Online Representations and Certifications Application (ORCA) as part of the CCR registration process. [See questions IV, C, 8-20 for information about how to obtain a DUNS number and register with the CCR.] [Note: Previous OMB guidance indicated that first tier sub-awardees would also be required to register on CCR, but more recently, OMB has indicated that only Direct Recipients must register with CCR, except in the case where a sub-recipient has been delegated by the direct recipient to report sub-recipient information directly to Federal Reporting Gov.]

The 1201(c) reports will collect direct job hours related to the funding during the reporting period but will not expect grantees to estimate indirect or induced jobs that result from the project. OMB has provided similar guidance for the reporting of jobs for purposes of the Section 1512 reports.

Company Name _____

Signature _____

Title _____

Date _____

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American Recovery and Reinvestment Act

RE: Should ARRA money be used on this project the following Reporting Requirements must be followed and the reports will be presented to COTPA's as required by Finance:

Reporting Number of Jobs and Job Hours

Number of Jobs:

- Report Direct Jobs, Exclude Indirect Jobs
- Only Jobs Paid by Recovery Act Funds
- Only Jobs in US and Outlying Areas
- Include Jobs from Contractors, Manufacturers, Sub-recipients, and Vendors

Direct job hours include:

- Hours worked on-site (at facilities or primary construction location) by contractors or sub-contractors paid with ARRA funds
- Hours worked offsite, but directly on ARRA projects, by contractors or sub-contractors paid with ARRA funds
- Hours worked by manufacturers of vehicles and equipment – when ordered directly from manufacturer.
- Report vehicle manufacturing jobs in quarter during which vehicles are delivered – obtain hours from manufacturer.

Direct Job Hours Exclude:

- Hours worked in manufacturing vehicles and equipment purchased from retail establishments or out of pre-existing inventory (e.g. off a dealer's lot)
- Hours worked by suppliers to manufacturers (i.e. do not use multipliers of direct hours worked – report only the direct hours)
- Hours worked by suppliers to construction projects

Description of Jobs Created

- Describe the types of jobs worked, e.g.: mechanics, administrative support personnel, laborers, construction workers, vehicle operators, and engineers.
- Describe the basis for the calculation of number of hours worked. If the work week is something other than 40 hours, please describe.

Company Name _____

Signature _____

Title _____

Date _____

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**U.S. DEPARTMENT OF TRANSPORTATION
OFFICE OF INSPECTOR GENERAL**

**WHISTLEBLOWERS
KNOW YOUR RIGHTS**

On February 17, 2009 the American Recovery and Reinvestment Act (ARRA) was signed into law by President Obama to improve public welfare. If you protect America's interests by reporting fraud, abuse, or mismanagement of ARRA funds at your workplace, and are retaliated against as a result, know that America is here for you.

American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, Title XV, Subtitle D, Section 1553



ADMINISTRATIVE REVIEW:

You have the right to file a complaint with the Office of Inspector General and receive a timely investigation and response.



REPRISAL-FREE:

You have the right to be free from discharge, demotion, or discrimination as a result of disclosing:

- *Gross mismanagement of a stimulus-funded project.*
- *Gross waste of stimulus funds.*
- *Danger to public health and safety related to a stimulus-funded project.*
- *Violation of the law relating to stimulus funds or a stimulus-funded project.*
- *Abuse of authority related to the implementation of stimulus funds.*



REMEDIES:

You have the right to receive remedies if the Office of Inspector General determines you were subjected to an unlawful reprisal. Your employer may be ordered to abate the reprisal, reinstate your employment, and you may receive compensation to reimburse you for your attorney fees and other financial suffering experienced as a result of the reprisal.



ALTERNATIVES:

You have the right to take action against your employer in civil district court if the Office of Inspector General does not respond within 210 days or determines that there was not an unlawful reprisal.

... OIG HOTLINE ...

www.oig.dot.gov/recovery/whistleblower_protections.jsp

Phone: 1-800-424-9071

Email: hotline@oig.dot.gov



TRUTH-IN-NEGOTIATION CERTIFICATE

I hereby certify that I am the _____ (title) and duly authorized representative of the Firm whose name is _____ and whose address is:

In connection with the Firm's Proposal or price proposal for this firm fixed price, negotiated or change order contract which is to be submitted to Central Oklahoma Transportation and Parking Authority (COTPA) for approval, I hereby certify, to the best of my knowledge, information, and belief, that:

(a) The wage rates and other factual unit costs supporting the Firm's compensation, as set forth in the Proposal or proposal, are accurate, complete and current as of the time of the contracting;

(b) It is my understanding and the understanding of the Firm I here represent that if any of the items of compensation under the above mentioned contract were increased due to the furnishing of inaccurate, incomplete or non-current wage rates or other units of costs, COTPA is entitled to an adjustment in all appropriate items of compensation, including profit, to exclude any significant sum by which the price was increased because of the defective data. It is also my understanding and that of the Firm I here represent that COTPA's right of adjustment includes the right to a price adjustment for defects in cost or pricing data submitted by a prospective or actual sub-contractor.

(c) It is my understanding and the understanding of the Firm I here represent that if additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or non-current wage rates and other factual costs.

Date _____ Signature _____

Sworn to and subscribed to before me this _____ day of _____, 2011.

Official Seal must be affixed.

Signature of Notary Public _____

My Commission Expires _____

(SEAL)

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METRO Transit - VENDOR REGISTRATION FORM

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

CHECK ALL THAT APPLY:

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

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

OR Social Security Number:
 (IF INDIVIDUAL OR SOLE PROPRIETORSHIP)

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

SOLE PROPRIETOR/INDIVIDUALLY OWNED.....	<input type="checkbox"/>
PARTNERSHIP.....	<input type="checkbox"/>
LIMITED LIABILITY COMPANY (LLC).....	<input type="checkbox"/>
CORPORATION.....	<input type="checkbox"/>
NON-PROFIT (PER IRS 501C3 REGS.).....	<input type="checkbox"/>
GOVERNMENT.....	<input type="checkbox"/>

CERTIFICATION: UNDER PENALTY OF PERJURY, I CERTIFY THAT:
 (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (for exempt payees)
 (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
 (3) The payee is a U.S. person (including a U.S. resident alien).

SIGN HERE: _____ DATE: _____

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

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

CHECK ALL THAT APPLY:

NEW VENDOR.....	<input type="checkbox"/>
ADDRESS CHANGE.....	<input type="checkbox"/>
ADDRESS ADDITION.....	<input type="checkbox"/>
FEDERAL I.D. NO. CHG.....	<input type="checkbox"/>
MISCELLANEOUS.....	<input type="checkbox"/>

AFRICAN AMERICAN.....	<input type="checkbox"/>
ALASKAN NATIVE.....	<input type="checkbox"/>
ASIAN AMERICAN.....	<input type="checkbox"/>
HISPANIC AMERICAN.....	<input type="checkbox"/>
NATIVE AMERICAN.....	<input type="checkbox"/>
WOMAN-OWNED.....	<input type="checkbox"/>

ATTORNEY.....	<input type="checkbox"/>
MEDICAL SVCS TO CITY.....	<input type="checkbox"/>
MINORITY.....	<input type="checkbox"/>
SMALL.....	<input type="checkbox"/>
SCHOOL/UNIVERSITY.....	<input type="checkbox"/>
TRUST.....	<input type="checkbox"/>

DEALER.....	<input type="checkbox"/>
FACTORY REP.....	<input type="checkbox"/>
RETAILER.....	<input type="checkbox"/>
MANUFACTURER.....	<input type="checkbox"/>
IN-STATE/LOCAL.....	<input type="checkbox"/>
DISABILITY.....	<input type="checkbox"/>

PURCHASE/ORDER ADDRESS:

PAYMENT/REMITTANCE ADDRESS

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

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

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

Return with bidding packet:
COTPA
Purchasing Manager
 2000 S. May Avenue
 Oklahoma City, OK 73108
 405-297-2777 Fax 405-682-7010

 Signature of Person Authorized to Sign Date Signed

 Print Name & Title of Person Signing

Attachment # 1 THE SCOPE OF WORKS

To improve the quality of transit service, COTPA is seeking an Automatic Vehicle Location (AVL) System utilizing GPS technology in conjunction with vehicle location and mapping software to track vehicle locations enroute in real-time. This system must provide route and vehicle information in real-time via a web interface to passengers, the dispatcher, and managerial personnel.

The primary purpose of the system is to assist COTPA in the tracking of daily METRO Transit fixed routes. It must be equipped with reporting capabilities to accurately data stream operational service information, e.g. route timing, passenger wait time, trip counts, operator performance, vehicle speed and movement. This is essential for the completion of performance criteria, the analysis of daily operations, and long term program planning and analysis. The system must include the functionality for hardware/software components to be installed up to 75 buses.

Proposers shall explain the overall system approach, benefits, and ability to achieve the objectives. Please provide your response in the order noted below. At a minimum, responses should explain features, benefits, interdependencies, and compliance with the requirements noted or specifically note exceptions.

1. Core Requirements

- 1.1 Vehicle Tracking Software
- 1.2 Vehicle Location Data
- 1.3 Maps
- 1.4 Route Management
- 1.5 Customer Interfaces
- 1.6 Access to Location Data
- 1.7 LED and LCD Signage
- 1.8 Interface with TRAPEZE Scheduling and Dispatch Software
- 1.9 Compliance with the City of Oklahoma City IT Standards

2. Optional Requirements

- 2.1 Automatic Annunciation System
- 2.2 Automatic Passenger Counter
- 2.3 Interface with On Board Fare Collection System
- 2.4 On-Board Surveillance Camera System
- 2.5 Wi-Fi Service on the Buses

3. Proposed Solution

- 3.1 Data & Infrastructure
- 3.2 Hosted Versus Non-Hosted
- 3.3 Software and Hardware Requirements
- 3.4 Warrant and Maintenance
- 3.5 Documentation
- 3.6 Training
- 3.7 Installation

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Following are the functional requirements for the desired AVL application. COTPA will consider an Application Service Provider (ASP) hosted solution as well as other alternatives. However, the long term cost implications of an ASP-type system will be considered in the evaluation process.

The Core Requirements represent the minimum functionality COTPA expects to acquire. The Optional Requirements represent functionality that COTPA may or may not acquire as a result of this RFP. Proposals must provide a response to each of the requirements (Core and Optional) with a detailed explanation of the capability of the proposed products or services to provide the desired functionality.

1. CORE REQUIREMENTS

1.1 Vehicle Tracking Software

The Vehicle Tracking Software must utilize GPS in conjunction with vehicle location and mapping software to accurately track bus locations enroute in real-time and provide visual mapping displays. The GPS readings of the bus location must occur in real-time with vehicle location information posted on a graphical user interface (GUI) map display and/or dynamic scheduling showing actual arrival times available on METRO Transit website (www.gometro.org) and viewable through various devices (Smart Phone, Kiosk, Bus Stop, PC, etc.).

The system should be equipped with a notification service, whereupon users can subscribe and be able to select one route or multiple routes and be notified when the next bus is coming via SMS or shortcode. Said system should have integration to the Google Transit Feed as defined on http://code.google.com/transit/spec/transit_feed_specification.html.

Real time tracking means that a vehicle's location is reported via an AVL device installed on each vehicle and transmitted to an internet server with a delay of not more than 60 seconds. This is done through the use of GPS for pinpointing the location and a wireless communication system (i.e., cellular GPRS, WIFI or two-way radio) for transmitting the information to an internet server.

COTPA has a two-way radio data frequency available. Reduced operating costs associated with the use of the existing radio frequency is preferred, but not required.

Proposers should indicate their recommended rate of transmission for a system such as this. Said technology should be "off the shelf" with the ability to be supported by COTPA should the product be discontinued or significantly modified in the future by the Proposer.

1.2 Vehicle Location Data

The system must provide a GUI real-time automatic vehicle location data display. Vehicle icon on the map display shall clearly indicate Vehicle ID, Route, Direction, and Location. Further information on the vehicle should include Run, Trip, Date/Time, and Speed. Proposers should provide detailed explanations of maps and software, mapping components, and how they work with other components of the system. Screen shots of display windows utilized by dispatch and/or the passenger should be provided describing key features, attributes, and the information available within the mapping component. Proposers should describe in detail all traveler supported components that it provides, to include the features within each component, and software and hardware required for implementation.

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1.3 Maps

The Vehicle Tracking software must include integrated maps with detailed maps of the cities within the Oklahoma City metro area, streets and buildings, local and regional areas, and major landmarks. The map views should include standard map display features (zoom in/out, panning, etc.). The maps should have an automatic refresh feature with the option of refreshing the map views 'upon-demand' by the dispatcher. The geo-spatial object management portion of the system should provide capabilities to trace routes, place stops, and landmarks on the map for dispatchers and the general public to see.

1.4 Route Management

The system should include a route management module, which can be utilized by the dispatcher to effectively manage the route and determine the location of any vehicle in service. The system must provide the dispatcher the necessary real-time information to manage vehicle fleets whether they are on the routes, in the yard, or on special on-demand events. The system should display the time each bus arrives at each stop per route and the "wait times" (e.g., how long the bus is at the stop). The software should include a GUI real-time dispatch display that clearly indicate status (i.e., color-coding), with emphasis on off-route or off-schedule vehicles. The software should include a predictive estimate of bus arrival times at designated stops based on the average speed of the bus and traffic impacts. The vehicle icon on the dispatch display should clearly indicate Vehicle ID, Route, Directional Status, Arrival Time, Departure Time, and Date & Time of last GPS update.

In addition, it often becomes necessary to switch a bus from one route to another in response to traffic delays, high passenger loads, driver no-show, etc. It is essential that the tracking system be able to incorporate the route numbers into the tracking system. If this is not already a component of the basic system, Proposers should include the cost to include this functionality into their system.

Proposers should provide detailed explanations of route management components and how they work with other components of the system. Screen shots of applicable windows should be provided describing key features, attributes, and the information available within the management component. Proposers should provide screen shots of display windows describing key features, attributes, and the information available on the dispatch display.

1.5 Customer Interfaces

The system must include a public interface that provides customers with bus location and real time schedule information. At a minimum, the bus locations are to be displayed on a map available on the web. Desired functionality includes details available for each bus (showing route, time at last stop or last time point, minutes late/early, etc.) and at each stop (showing next scheduled time and predicted time of next arrival). Proposers should also describe other information distribution interfaces that are available with their product such as stop-based electronic displays at up to 25 locations as determined by COTPA, text/SMS messaging, PDA applications, etc. COTPA may not choose to implement these additional interfaces if their ongoing cost is too high, but the availability of multiple interfaces will be an important system attribute.

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1.6 Access to Location Data

The Proposer would be expected to utilize data provided by COTPA in regard to programming the data into the system and Vehicle Tracking Software. Should additional data be needed for this project, Proposer will be responsible for creating and/or providing to COTPA. The Proposer should be responsible for geocoding of all designated bus stops/time points that will be used for the AVL system. The Proposer should mention the approximate time that will be needed to complete this task.

Access to all real-time and archived vehicle location data must also be available to third party applications for external development purposes. Proposers should indicate which method would be used (XML, RSS, JSON, SQL, etc.).

1.7 LED and LCD Signage

It is required that the system includes web-based integrated text-only LED signage or full-color LCD mapping displays to display arrival predictions on bus routes. The LED or LCD signs must be fully integrated with the Vehicle Tracking system and placed either outdoors or indoors at the Transit Center, bus stops, kiosks, and/or in major shopping malls. Signs placed outdoors must be weatherproofed and sunlight readable. These signs should be 25 screens that would be installed at locations as determined by COTPA.

Proposers need to describe the communications infrastructure requirements (e.g. wired Ethernet connections, wireless cellular data communications). Proposers also need to describe the sizes of the signs, power requirements, pre-set timing options, display options, and to provide sample views of LED and LCD signs.

1.8 Interface with TRAPEZE Scheduling and Dispatch Software

Proposers should provide detailed explanations of driver scheduling components and how they work with other components of the system. Specifically, Proposers should describe how schedule data is entered into the system, and the process used to download information into the necessary components on the vehicle. Screen shots of scheduling windows should be provided describing key features, attributes, and the information available within the scheduling component.

The interface shall be created between the AVL system and the existing Trapeze scheduling and dispatch software. COTPA currently uses various Trapeze modules such as PASS, FX, PLAN, OPPS and may also get PASS/FLEX-MON in future.

The Proposer shall be responsible for developing, deploying, and maintaining the necessary interfaces as well as directly responsible for any and all contracts with Trapeze for the requirements stated in this section.

The system shall receive incoming messages such as logon, logoff, location reports, covert/device alarm messages, text messages, and trip completion events. The system shall log all outgoing and received data in a historical database, including date/time, GPS latitude/longitude, vehicle number, operator number, dispatcher number, block number, run number, odometer reading, pick-up time, drop-off time or no-show time, message type, and message content. The historical database shall be read-only. Historical data shall be available in a format that is directly accessible by or importable into common database management and analysis tools.

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1.9 Compliance with the City of Oklahoma City IT Standards

COTPA uses the City of Oklahoma City IT systems and operates using a PC environment with various brands of computers that use Microsoft products in Windows XP Pro. The existing system is using Windows 2003 server standard 32 bit, and may be upgraded to 64 bit to support the AVL system. Proposers must specify whether SQL, if required, is 2005 or 2008 version and bit size. **Please see Attachment #2 for additional information.**

COTPA will supply any additional information needed for the Proposer to evaluate the current COTPA computing and networking environment. Based on this evaluation, the Proposer shall submit the minimum required specifications for hardware to be supplied and upgraded/installed by COTPA to support optimal performance for the system. The Proposer shall be responsible for the installation of the system on this COTPA-supplied hardware and for the integration of the system with the COTPA networking environment. The system shall use only Internet Explorer as the web-browser, no other web-browsers shall be considered. Proposers must explain, in detail, how the proposed system will integrate with the City's current environment.

2. OPTIONAL REQUIREMENTS

COTPA requests Proposers to quote the following separately as future options that could be exercised at a later date (within the contractual period) if determined by COTPA.

2.1 Automatic Annunciation System

The system should include an Automatic Annunciation System (AAS) unit that will automatically display and announce selected upcoming stops based on AVL location information for the fixed routes. The AAS shall provide internal audio and visual announcements to on-board riders. As each COTPA vehicle approaches a stop or other designated location, a digitally-recorded announcement shall be automatically made over the existing on-board public address (PA) system speakers. The location information announced/displayed for internal announcements shall provide the stop name, transfer opportunities, and other information to be determined at a later date (e.g., nearby points of interest). The location information announced/displayed for external announcements shall provide the route number and destination, equivalent to the information shown on the headsign. All announcements must follow the latest guidelines/requirements of the Americans with Disabilities Act.

Proposers should provide detailed information on the AAS unit and how it will function within the whole system. Proposers also need to mention if there is any third party contracting involved.

2.2 Automatic Passenger Counter

It is preferred that the system includes a compatible Automatic Passenger Counting (APC) module with full logic to count all boarding and departing passengers at each stop and calculate the number of riders on-board after each stop. Passenger counting should only be performed when the door is open. It is preferred that the APC component be integrated with the vehicle location data that is collected and transferred via the wireless communications network to the dispatch center after each stop. Specific features of the APC component should include/provide for:

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- a. Capture and storage of passenger count data.
- b. Reports generated from passenger count information, to include:
 - i. Clearly identified peak service periods (PSP) based upon passenger counts (loading and unloading) for each specific bus stop by each specific route, and peak service periods within incremental hourly ranges. For example, 300 passengers loaded from 7:00 AM to 8:00 AM at Stops 2, 4, 5 and 6 and 275 passengers were unloaded from 7:00 AM to 8:00 AM at Stops 2, 4, 5 and 6 on Route "X";
 - ii. Passengers on and off at specified stops, times, or stated time periods;
 - iii. Ridership counts by route, trip, or stated time periods.
- c. A means to verify proper operation of count sensors and to diagnose problems.
- d. The passenger count sensors should be configured, positioned, and adjusted to reliably detect the presence and direction of each passenger's movement, whether boarding or alighting from the bus.
- e. The sensors must be discrete components that transmit passenger count information to the dispatch center in real-time.
- f. The sensors should be electro-optical devices (i.e., infra-red) and should not require physical contact with the passengers being counted.
- g. The sensors should be capable of operating within a transit environment and proper alignment should not be susceptible to normal vibrations found on a bus. The Proposer should clearly describe how the passenger count data is obtained and stored as well as the equipment and hardware required for storage and transmission to central dispatch. Additionally, Proposers should describe the reports available from the passenger count data, and provide sample reports in the proposal.

2.3 Interface with On Board Fare Collection System

It is preferred that the system interfaces with the GFI fareboxes that are currently installed on all COTPA buses. GFI is an on board fare collection management system that includes fareboxes, data input system, download probe system, and ticket printing/encoding system. It has the functionality to accept all types of U.S. currency including coins and dollars, with the ability to print transfers. The intent is for a single point of sign on and ridership data. Proposers need to describe the system requirements and associated components.

2.4 On-Board Surveillance Camera System

COTPA is currently using Veriant camera/video recorder for on-board surveillance system and seeking for a system that will be integrated to the AVL system. Proposers are encouraged to submit information of any technologically advanced on-board surveillance systems, its functionality, how it will integrate with the AVL system, and its costs.

2.5 Wi-Fi Service on the Buses

The City of Oklahoma City owns a 555 square mile Wi-Fi system. This system supports Public Safety and Non Public Safety connections and provides the greatest coverage along METRO Transits bus routes, with an anticipated 1 to 30 Mbps. COTPA has the opportunity to use Wi-Fi for communications if it proves to be a cost effective method to support various mobile systems. COTPA will provide 10/100 Mbps Ethernet connection points and GPS output for contractor connections if this configuration is used. Please provide separate pricing for use of this type of system in your cost proposal, along with any comments or concerns you may have.

This Wi-Fi capability could be used as an option to the proposed solution versus with commercial wireless and/or two-way radio as described elsewhere in the RFP. More detailed information can be made available to a Proposer upon request.

3. PROPOSED SOLUTION

3.1 Data & Infrastructure

Proposers should recommend a data network that will provide real time vehicle location data for a minimum of 75 vehicles in total of which up to 60 can be operating at the same time. COTPA utilizes approximately 15 part-time and 108 full-time operating employees, so the system must be capable of accommodating this number of employees (each with a unique four-digit employee number) and a reasonable number of employees due to expansion. The Proposer should specify whether GPS or AGPS (assisted GPS) is used and the relative accuracy of location.

The Proposer should define the specifications for the data communications protocols and the time delays that will occur between capture of GPS coordinates and data transmission to the map views. The Proposer should state the maximum number of vehicles that can be supported by the data communications being proposed. Additionally, Proposers should describe in detail the means for monitoring the status of communications between each vehicle and the central dispatch center. Proposers should clearly identify all equipment necessary to transmit data between vehicles and the dispatch center. Proposers must identify how proposed data network will resolve for potential interference restrictions (i.e., dead-zones). Proposers must describe in detail all hardware, software, wiring, and interconnections necessary, to include pricing, for automatically transferring data between vehicles and central dispatch and posting data to GUI map views.

3.2 Hosted versus Non-Hosted

If Proposer hosted implementation is an option, please respond to the requirements below for both a Proposer hosted and COTPA hosted scenario. Based on previous experience, COTPA prefers a web based off site data center to manage the database and other services.

- a. Minimum and recommended hardware requirements for servers, work stations, and software necessary to operate the system(s) must be specified. COTPA reserves the option to acquire all non-proprietary hardware and software meeting the supplied requirements.
- b. Database must be thoroughly documented to facilitate data import/exports and ad hoc query and reporting. Documentation should include a detailed data dictionary, Entity Relationship diagrams, and Data Flow diagrams. Application should support Active Directory, IIS, and Windows 2003 or higher in a multi-server clustered and load-balanced configuration. Also, a Microsoft HyperV virtual server implementation must be supported.
- c. Any network configuration and security requirements necessary to operate the system(s) must be specified. Network and interface diagrams showing the relationship between servers, workstations, other devices, and the internet should be provided.
- d. System should utilize a robust database engine. Oracle (version 10G, rev 2 or higher) or MS SQL 2005 are currently supported by COTPA and are the preferred platforms. All data collected should be backed up so that no data is lost.

- e. The end user and administrative software should have a graphical user interface that runs on standard Windows workstations on a multi-user local area network or via the internet. The system shall be Web based and accessible from any desktop within the COTPA system.
- f. Must be compatible with third party reporting tools such as Crystal Reports or Microsoft Reporting Services. Indicate with which 3rd party reporting tools the database is compatible. The reporting component should provide monthly, annual, year-to-date, and ad-hoc operational reports on vehicles, drivers, locations, etc. The Proposer should describe in detail the reports available, including sample reports. If one or more of the reports is not currently available, the Proposer should include the cost for developing such reports as a separate line item.
- g. The system must have the capacity to both import and export data on a regular and automated basis either through Proposer API or defined database access protocol.
- h. A description of the security features of the application should be provided. This includes anti-intrusion measures at the client, business object and database levels, auditing and logging features, and user management controls. In addition, it is desirable for user logon and access rights to be integrated with Active Directory.

3.3 Software and Hardware Requirements

- a. Proposer to assume responsibility for complete delivery, setup, configuration, and installation of software and hardware. Proposer must work directly with hardware provider to provide a smooth and seamless data transmission between communications devices and software applications.
- b. A system solution that uses proven open technology, with minimal operational impacts to passengers, vehicle operators, and dispatchers, and a system, which requires minimal system customization. Any new or customized software requiring further development shall be indicated in the proposal. COTPA must approve the design and functionality of any new or customized software prior to development.
- c. All equipment must be current production/state-of-the-art, commercially rated, and manufactured by well established and reputable manufacturers. Equipment must be readily available for the expected life-span of the system as needed for repair, replacement, or expansion/upgrades.
- d. The Proposer must certify that the proposed equipment is designed for and suitable for COTPA's intended purpose of fixed route services, which require long-life and high reliability under adverse conditions.
- e. All electronic equipment should be solid-state design, and all equipment housings should be waterproof and dust-proof.
- f. All Proposer-provided on-board equipment should operate properly under the environmental conditions encountered on the vehicles including conditions pertaining to temperature, humidity, dust/dirt, power variations, shock, and vibration. Proposer must include failure rates of on-board equipment experienced.
- g. The Proposer's proposal must include all vehicle wiring and connectors required for the equipment. The wiring and connectors should be appropriate to the transportation environment where the equipment is to be installed. Shielded cables should be provided where necessary to avoid interference problems.

3.4 Warranty and Maintenance

All components of the system should include a standard/limited warranty that begins once the system is accepted for purchase by COTPA. The Proposer should provide a copy of the warranty and maintenance terms in the proposal. The Proposer should specify the following:

- a. Hardware, software, and vehicle equipment maintenance agreement terms, including the level of support provided.
- b. The services provided (what are the turnaround times for hardware repairs, etc.).
- c. Toll free technical support number provided during the hours of 8:00 a.m. to 5:00 p.m. Central Standard Time (CST) Monday through Friday. Include information on evening and weekend support hours and services.

If the Proposer is hosting the system, notification should be provided prior to any scheduled downtime and as soon as possible regarding any unscheduled downtime, with a detailed explanation, including length of service interruption. Up-time should be 99.9%.

COTPA retains the right to negotiate purchase/warranty terms where appropriate. COTPA also has the option of accepting or rejecting an extended warranty/maintenance agreement. The Proposer should state in the proposal any extended warranty/maintenance agreements that are available for the proposed equipment. Proposers should include their annual software and hardware maintenance escalation percentages. Additionally, Proposers should include descriptions of how new versions/upgrades of the software are released and what options customers have to migrate to these new versions. Specify if the new versions/upgrades are included in the purchase price.

3.5 Documentation

All aspects of the AVL System and individual components should be clearly and thoroughly documented for both technical and non-technical support staff and for end-user understanding. Documentation should encompass detailed product descriptions as well as step-by-step instructions on how to utilize the equipment. Documentation should be geared towards varying audiences to include vehicle operators, dispatchers, network support staff, area managers, transit operators, and maintenance technicians. Documentation materials should be broken into the following areas and/or functions;

- a. Computer hardware, systems software, and equipment specifications.
- b. End-user focused materials on "How To" operate the equipment within each of the Vehicle Tracking System components. For example, detailed step-by-step instructions should be included for:
 - i. Traveler Information Features (Web Interface, etc.);
 - ii. Map Creation and Views (Zooming, Multiple Views, Ad-Hoc Maps, Map Maintenance, etc.);
 - iii. Wireless Data Communications (Usage of wireless equipment and data transmission procedures);
 - iv. Route Management and Performance (Dispatcher);
 - v. Data Storage and Reporting (Report Generation, Ad-Hoc Report Creation, etc.);
 - vi. Data Access including API for use in developing 3 party applications;
 - vii. Automatic Annunciation System, Automatic Passenger Counters (Equipment and Maintenance).

- c. On-going support with various options (on-line, phone, etc.).
- d. Toll free support number provided during the hours of 8:00 a.m. to 5:00 p.m. CST Monday through Friday. Include information on evening and weekend support hours and services.

The Proposer should provide a sample of the documentation in the proposal. Upon installation, the successful Proposer will provide complete documentation and training materials.

3.6 Training

The Proposer should provide Training Support to address all aspects of the AVL System and individual component parts. The Proposer should provide on-site consultation and training throughout the implementation process. Training should be provided for both technical, non-technical support staff, and end-user administrators and staff. Training should encompass demonstrations of the overall product and individual component parts. Step-by-step instructions should be demonstrated on how to install and/or use the equipment for varying audiences to include vehicle operators, dispatchers, network support staff, area managers, transit operators, and maintenance technicians.

Detailed documentation materials (as described above) should be included in training sessions to provide the level of depth required to effectively administer and operate the Vehicle Tracking System and its component parts.

The Proposer should state the training support and service they will provide to include the following;

- a. Toll free support number provided during the hours of 8:00 a.m. to 5:00 p.m. CST Monday through Friday. Include information on evening and weekend support hours and services.
- b. On-site system implementation consultation and support. Proposer to state the number of hours provided.
- c. Hardware/equipment and vehicle installation training. Proposer to state the number of hours provided.
- d. Field training for dispatchers, field supervisors, and field operators. Proposer to state the number of hours provided.
- e. Administrator training for administrators and support staff. Proposer to state the number of hours provided.
- f. Training for the 'trainers'. Proposer to state the number of training hours provided.
- g. On-going training support and various training options (on-line, CBTs, etc.).

The Proposer should describe in detail the training support and service, and suggested training plan, with proposed timelines, for varying stages before after and during the project.

3.7 Installation

The Proposer shall be responsible for all aspects of the installation of the AVL System and other optional components at COTPA Operations, located at 2000 South May Ave, Oklahoma City, OK 73108 or other locations determined by COTPA. Installation shall include testing to ensure all equipment is working in accordance with the specifications approved by COTPA and Proposer.

Deviations from Specifications: Any deviation from the specifications shall be identified and fully described. The right is reserved to accept or reject proposals on each item separately, or as a whole, and to waive any irregularities in the proposal; irregularities may, however, render the proposal non-responsive.

Attachment #2 CITY'S TECHNOLOGY INFRASTRUCTURE OVERVIEW

The following information briefly describes the City's technology infrastructure, systems, and applications. This information is intended to give proposers a general overview of the technology systems and standards. More specific information can be provided in response to a detailed request. As part of their proposal, proposers are expected to clearly describe and identify any system requirements which are inconsistent with the City's technology standards.

A. Client Systems, OS, and Application Management

- 1) The City procures its own computing hardware through existing contracts.
- 2) The City maintains a standardized, managed client PC environment. The City uses Microsoft Systems Center Configuration Manager (SCCM) for inventory, remote control tech-support and distribution of applications, patches and updates.
- 3) The primary desktop client is an Intel-based system, with Windows operating system.
- 4) Alternatively, the City is currently implementing a Microsoft Desktop Virtualization solution for some desktop computing.
- 5) Application distribution is also managed through SCCM and includes some Microsoft Application Virtualization.
- 6) Currently the City is upgrading to Microsoft Windows 7 with Office 2010 Professional.
- 7) The City's client PCs are on a planned seven year replacement cycle.

B. Mobile clients

- 1) The City currently supports the Dell 64xx XFR ruggedized mobile computer for vehicle mounted solutions (mounted dock within the vehicle, and external antennas for various communications devices).
 - i. GPS services are provided via imbedded SiRF III chip, included in the Dell 64xx XFR, connected through the dock to an externally mounted GPS antenna.
- 2) For non-mounted solutions, the City supports a minimum number of convertible laptops, which are ruggedized and screen readable in direct sunlight.
- 3) The City does not currently support non-Windows devices such as iPads or Android-based tablets - all new deployments will generally be required to be configured with Windows 7.
- 4) Two methods for mobile computing communications are currently supported. Mobile communications is provided by a combination of a City-owned and operated outdoor Tropos 802.11 Wi-Fi mesh network, as well as commercial wireless broadband services (currently Sprint 3G).
 - i. Commercial broadband communications is supported via internally mounted GOBI enabled cards/chips.
 - ii. Access to the Tropos Wi-Fi mesh network is accomplished by either embedded Wi-Fi, or through direct connection to a mobile mesh router.
 - iii. The City utilizes NetMotion Mobility to manage the mobile communications (connection management, security, and VPN access).

C. Server Environment

- 1) Servers are housed and managed in Tier 4 (highest level) data centers with backup power, secure access control, and environmental control.
- 2) The City generally uses commodity-based, non-proprietary hardware. Primarily Dell PowerEdge servers managed by Dell's OpenManage systems management software.
- 3) Architecture is redundant (multi-site), scalable, multi-tiered, multi-server environment.
- 4) Highly preferred operating system is for Windows Server 2008 R2 Standard or Enterprise Edition.

- 5) Server virtualization compatibility is highly preferred and accomplished using Microsoft HyperV,
- 6) The City uses native Windows Server 2008 Active Directory domain.
- 7) There is a common shared backup management, logging, and recovery environment (LTO tape drives with CommVault Galaxy backup software.)

D. Database Management, Reporting, and Collaboration

- 1) Relational database management system is Microsoft SQL Server 2008 with latest service packs applied.
- 2) Centralized user data reporting is accomplished through Microsoft Reporting Services.
- 3) Information management (shared lists, discussions, calendars), document management, forms and workflows are managed through Microsoft SharePoint 2010.

E. Network and Telecom Infrastructure

- 1) Cisco Enterprise Scalable Model incorporating industry Best-Practices
- 2) WAN encompasses 149 facilities/sites interconnected
 - i. Extensive fiber presence interconnecting campus and remote facilities
 - ii. Non-fiber WAN connectivity via vendor provisioned circuits, broadband modems
 - iii. WAN also provisioned by City owned WiFi point-to-point and point-to-multi-point
- 3) Network is defined Class A, each building Class B, each floor Class C
- 4) Limited in-building 802.11 WiFi
- 5) Multicast network is IGMP/CGMP sparse mode IEEE RFC 2932
- 6) TCP/IP is the only protocol permitted in the routed environments.
 - i. Required to utilize DNS for name resolution
 - ii. Broadcast based naming resolution is not permitted
 - iii. DHCP with Dynamic DNS Update provisions the majority of IP
- 7) External
 - i. 20Mbps inbound internet pipe for City's e-commerce
 - ii. 20Mbps outbound internet pipe for City access to the internet
 - Internet activity is monitored and controlled
 - iii. Firewalls are configured in Exclusive Denial mode.
 - No externally initiated, inbound connections are permitted
 - All internally initiated, outbound transactions require configuration (destination, protocol and port)
- 8) Networks other than the City's will not be directly connected
- 9) For remote vendor support VPN is provisioned
- 10) Modems are not permitted on the City network
- 11) Mobility (cross reference mobile clients and NetMotion)
 - i. Backhauls in place for Verizon, AT&T and Sprint smart devices and network cards,
 - ii. Smart devices are centrally managed for security and content,
- 12) Telecom
 - i. Cisco VoIP, Call Manager, Unity Voicemail with delivery through Exchange 2010.

F. Enterprise Applications Overview

- 1) PeopleSoft is used for financial and HR including iNovah for cashing and Kronos Workforce Central for time and attendance,
- 2) Accela Land Management for permits and code enforcement including web based citizen services (Citizen Access),
- 3) Azteca Cityworks for city-wide service request and work order management, including material inventory and job costing,
- 4) Microsoft Exchange 2010 for messaging (OWA and Active Sync for external access),
- 5) ESRI ArcGIS suite including SDE for GIS data, including citizen facing web services,

- 6) KnowledgeLake, SharePoint integrated, for document scanning and management,
- 7) SIRE Agenda Plus for agenda management and workflow with citizen facing web services,
- 8) AssetWorks for fleet, fuel, and inventory management.

G. Security

- 1) The City maintains strict security criteria, policies, and expectations for technology systems,
- 2) PCI compliance and audits with various active security monitoring systems,
- 3) Conducts internal security audits and eDiscovery requests relative to Acceptable Use Policy,
- 4) User login with two-factor authentication (password + physical token),
- 5) All client systems use Microsoft Forefront Client Security for centralized virus and malware prevention, detention, and management,
- 6) Network Access Control – NAC,
- 7) Laptop drive encryption,
- 8) External Web servers protected by firewalls in a demilitarized zone (DMZ),
- 9) Intrusion Detection Systems and Intrusion Protection Systems,
- 10) Email filtering, data leakage prevention and encryption systems,
- 11) Monitoring and management of firewalls, centralized event logging, Web filtering, and antivirus scanning,
- 12) WebVPN and Mobility VPN for controlled external secure access.

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CONTRACT AGREEMENT

This agreement must be signed and attached within the Proposal package presented on or before the submission date.

This Contract Agreement is made and entered into this _____ day of _____, 2011, by and between the Central Oklahoma Transportation and Parking Authority, hereinafter referred to as "COTPA" and (Name of Corporation or Firm) _____, hereinafter referred to as "Proposer".

WITNESSETH:

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

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

WHEREAS, the Proposer has offered to provide the proposed products and/or service at the best and final offer.

NOW, THEREFORE, in consideration of the mutual covenants contained hereinafter relating to the project 2011 - 05, the parties agree to the terms and conditions set forth in the proposal, negotiations, and all documents referencing this project and incorporated herein. In the event there is a conflict between the proposal and this Agreement, the Agreement shall prevail.

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

CENTRAL OKLAHOMA TRANSPORTATION
AND PARKING COTPA

ATTEST:

By: _____
Secretary
(SEAL)
ATTEST:

Chairman

Name of Corporation or Firm

Secretary

By: _____
Authorized Signature
Title: _____

_____, of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by Proposer to submit the above contract to COTPA. Affiant further states that Proposer has 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

State of _____)
County of _____) §

Subscribed and sworn to before me this _____ day of _____, 2011.

Notary Public: _____ Notary Number _____ My Commission Expires _____

REVIEWED as to form and legality

Assistant Municipal Counselor



2000 South May Ave.
Oklahoma City, OK 73108
telephone 405.297.2777
fax 405.316.2777
www.gometro.org

This concludes the RFP 2011 – 05

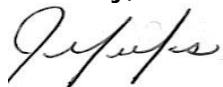
Thank you for your interest in doing business with COTPA. We look forward to a very successful procurement process.

Please take notice to the Proposal submittal requirements outlined in this solicitation. Read and the instructions very carefully, as any misinterpretation or failure to comply with instructions could lead to your submittal being rejected. Any change(s) to this solicitation will be conveyed through the written addendum process. Notifications of addendums are sent by mail and or electronically to vendors on the mailing list, plan holders list and the parties attending the pre proposal meeting. In addition, all addendums are posted on the METRO Transit Web Page (gometro.org) and the City of Oklahoma City web site. It is the proposer's responsibility to make sure that you initial that you have received all addendums.

Please read carefully and follow all instructions provided on the addendum(s), as well as the instructions provided in the original solicitation. If you have any questions, please feel free to contact me at 405 – 297 – 2777 or jim.meeks@okc.gov is my e-mail. Again, thank you for your continued interest in doing business with COTPA.

The Federal Acquisition Regulations (FAR) requires an evaluation of the contractors after the contract has expired.

Sincerely,



Purchasing Manager

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