



Request for Proposals

Fixed Route Software

RFP #3-24

Issue Date November 11, 2024

OCCK, Inc. Transportation

340 N. Santa Fe Avenue

Salina, Kansas 67401

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1.0 Introduction

OCCK, Inc. Transportation (OCCK) is seeking proposals from qualified vendors to provide a comprehensive fixed-route software solution for our public transportation system. The funding available is intended to support six (6) total years of service (first year being the installation and start of service and then five years of continued software service). The selected software must streamline operations, enhance the rider experience and offer advanced tracking and reporting features. The goal is to improve efficiency, modernize technology and support our ongoing commitment to providing high-quality accessible transit services. OCCK operates CityGo, serving Salina with 5 fixed routes and 2 regional routes connecting North Central Kansas. OCCK also operates a large Regional OnDemand/Paratransit service throughout North Central Kansas, we are looking to enhance and expand this service with OnDemand and Microtransit software. All services are expected to increase ridership and expand services within the next 5 years.

Sealed proposals shall be received by OCCK, Inc. Transportation, attn Trell Grinter, at 340 N. Santa Fe, Salina Kansas 67401 at or before January 10th, 2025 4:30pm Central Standard Time, for the development and implementation of Route Software as described in this Request for Proposal (RFP) document. Proposals received after the date and time specified above shall be considered late proposals and shall not be considered.

OCCK Transportation (OCCK) is seeking a “best value” proposal. In doing so OCCK may not award to the lowest priced firm but will weigh other factors listed in 4.1 Evaluation Criteria. OCCK reserves the right, in its sole and exclusive discretion to accept or to reject any and all proposals, in whole or in part. All proposals shall be subject to all applicable state and federal laws. The award to be let under this solicitation is subject to financial assistance contracts between OCCK, the Federal Transit Administration, and the State of Kansas. Proposal documents shall be clearly marked with the RFP number and shall be mailed or delivered to:

OCCK Inc. Transportation
ATTN: Trell Grinter, Director of Transportation
340 N Santa Fe
Salina, Kansas 67401
Fax: 785-822-0989

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

Request for Proposals Released	November 11th, 2024
Advertisement	November 11th - December 20th, 2024
Deadline for Questions Regarding the RFP	December 27th, 2024 @ 4:30pm
Response to Questions	January 3rd, 2025
Proposals Due	January 10th, 2025
Interviews/Demos (if deemed necessary)	Week of January 20th-24th, 2025
Contract Award (tentative)	February 3rd, 2025

2.0 Instructions to Proposers

1. Proposal Format

OCCK requires two copies of all documents, one unbound original and an electronic copy on USB/jump drive is required. Each must be clearly labeled. Proposals shall be prepared simply and economically on letter sized paper. No three ring binders please. Cost of service must be included on the firm's form provided in a separately sealed envelope appropriately labeled.

2. Terms and Conditions

All proposals are subject to the provisions specified in his RFP. Terms and conditions included as a part of published price lists, catalogs, and/or other documents submitted as a part of the proposal are waived and will have no effect either on the proposal or any contract which may be awarded because of the proposal. The attachment of any other terms and conditions may be grounds for rejection.

2.1 Due Date

Sealed proposals must be received by OCCK no later than 4:30pm on January 10th, 2025

2.2 Contact Information

For questions or additional information contact the buyer via email: Trell Grinter, Director of Transportation, transit@occk.com or at 785-826-1583. Include the RFP number on the subject line of all email correspondence.

Proposers are encouraged to contact Trell Grinter if there is anything in the specifications that would prevent them from submitting a proposal. Electronic submissions are the preferred method of answering questions, although written submissions via mail or fax will be accepted and must be received no later than December 27th, 2024 @ 4:30pm

3. Bidder's Notice of Intent to Submit a Proposal

Email Trell Grinter indicating your intent to submit a proposal. Include the RFP number on the subject line of the email. You will receive an email response indicating your notice was received. The same procedure will be followed to request clarification in writing of any point in the RFP. Responses to questions are considered official only when answered in writing in an addendum.

4. Amendments to the Request for Proposals

Any amendments to the solicitation will be posted on the OCCK Inc. Transportation website at www.salinacitygo.com/business In addition, any bidder that has submitted a Notice of Intent to Submit a Proposal via email will be notified of any amendment by email. The bidder will be required to acknowledge the receipt of all amendments as part of the proposal package.

5. Acceptance and Rejection

OCCK reserves the right to reject any and all proposals, to waive any informality in proposals, and unless otherwise specified by the offer, to accept any item in the proposal. If either a unit price or extended price is obviously in error or the other price is obviously correct, the incorrect price will be disregarded. OCCK reserves the right to make partial, progressive, or multiple awards where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas, or other factors deemed by OCCK to be pertinent or peculiar to the purchase in question.

6. Time for Consideration

The offer shall be valid for a minimum of 90 days from the date of the proposal opening

7. Payment Terms

Payment terms are Net 30 days after receipt of a correct invoice or acceptance of goods, whichever is later. An invoice shall be rendered to tgrinter@occk.com, by the 3rd of each month for services provided for the previous month.

8. Condition of Goods

Unless otherwise indicated in the proposal, it is understood and agreed that any items offered or shipped pursuant to this RFP or resulting contact shall be new.

9. Deviations From Specifications

Any deviation from specifications indicated herein must be clearly stated by the proposer in writing; otherwise, all items offered by proposer shall be deemed to be in strict compliance with these specifications, and the successful proposer will be held responsible thereto. Deviations must be explained in detail by the proposer on an attached sheet(s). This paragraph shall not be construed as inviting or permitting any deviation whatsoever by proposer from the stated specifications or implying that any such deviation will be acceptable to OCCK.

10. Information and Descriptive Literature

Proposers are to furnish all information requested in the spaces provided on the proposal form. Further, as may be specified elsewhere, each proposer must submit with its proposal descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous proposal does not satisfy this provision.

11. Confidentiality of Proposals

Access to records received by or generated by OCCK is governed by Kansas Law. Any information the proposer judges to be proprietary data should be submitted in a separate sealed envelope and clearly marked as proprietary information.

12. Pre-Proposal Conference

A pre-proposal conference will not be held.

13. Pricing/Quantity

Pricing information is required in accordance with the firm's Price Proposal Sheet to be submitted by proposer. Base quantities and priced option quantities should be defined on the price proposal sheet. The term of this contract is for six (6) years.

14. Signature Requirements for Proposal Documents

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

15. Proposal Evaluation

OCCK shall evaluate all proposals using the factors listed below and shall select the proposal that represents the "best value". Pursuant to Federal Transit Administration purchasing guidelines, an award

will be made to the responsible proposer whose proposal is most advantageous to OCCK with price and other factors considered. See Section 4.1 Evaluation Criteria of this RFP document.

16. Proof of Insurance

Proposals must include proof of insurance at the minimal levels required in the general terms contained in this RFP.

17. Conflicts of Interest

Proposer must identify any conflicts of interest that exist related to past, present or planned activities or interests, financial or otherwise, with regard to OCCK or organizations that may be substantially affected by OCCK activities. In the absence of any known conflict of interest, the proposer shall submit in its proposal a statement that no conflicts of interest exist.

18. Post Award

A post-award debriefing is provided to un-successful proposers upon written request. OCCK shall provide the following information, if applicable:

- The agency's evaluation of the proposer's proposal or bid, including any noted deficiencies or weaknesses.
- The overall evaluation summary, including rating for each evaluation criteria for the debriefed proposer.
- The overall ranking of all offers, when any ranking was developed by the agency during source selection.
- A summary of rationale for the award.
- For acquisitions of commercial items, the make and model of the item to be delivered by the successful proposer.

19. Protest Procedures

OCCK has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting OCCK's Transportation Director. Any protest filed by a proposer in connection with the RFP must be submitted in accordance with OCCK's written procedures.

3.0 Scope of Work

1. Required Base Software Features

OCCK, Inc Transportation is seeking proposals for operating a fixed route system, including information and pricing, from qualified vendors to provide a cloud-based web-portal access provided anytime of the day (24 hours a day, 7 days a week, 365 days a year). The software shall include the minimum capabilities below:

- The system will be hosted by the vendor and accessible via any industry-standard web browser (Chrome, Edge, Firefox, etc.) without the need to install any software or plug-ins.
- Approximately fifteen (15) staff would require access to the system. System will support concurrent logins with no degradation of performance. It is estimated that concurrent users would not exceed five (5). The software shall provide administrative user access allowing creation of new accounts for instant access and the ability to alter user permissions to control view and edit access.
- System must be able to run on a standard PC and operate on future operating systems. Preference will be given to those suppliers who have successfully tested their systems on browser-based hardware clients (e.g. Chromebook or Surface Go)
- Allow OCCK to grant access to the program to its contractors for no additional fees.
- Cloud-Based or On-Premise Deployment: Provide options for both deployment methods, ensuring security, scalability, and reliability.
- Data Integration: Must integrate with current transit software systems, databases, and GPS tracking devices.
- Security: Adherence to industry standards for data encryption, secure user authentication, and protection against cyber threats.
- Scalability: The system must be able to handle the needs of our current fleet and scale as the fleet size grows.
- User Interface: Both web-based and mobile interfaces should be intuitive, accessible, and responsive.

Vendor shall back-up and protect, for a minimum of sixty (60) days, any software configuration settings, any OCCK provided data that has been modified for use by the software and any new data produced by the software itself. System backups must be encrypted, stored offsite, and air gapped from the production environment.

At the time of implementation, the vendor's software must be the current version. OCCK desires a solution that requires no installation of any kind on OCCK's computer or servers with everything stored on vendor's servers/cloud. The vendor must always ensure that OCCK is utilizing the latest approved and beta tested software version available.

OCCK requires a proven solution. Vendors must have successfully implemented and maintained the full system at a minimum of three (3) public transit systems.

2. Passenger and Route Tracking

- Real-time tracking of passengers boarding and alighting, counted by driver or automatic counters.

- Integration with mobile ticketing apps or other forms of fare media to capture passenger data.
- Reporting capabilities to track passenger trends and provide data for service improvements.
- GTFS Real-Time integration capabilities with Transit app, Google and Apple Maps.
- Driver app with real-time access to route details, schedules, GPS tracking and other necessary operational data.
- Passenger facing app that allows users to track buses in real-time, receive notifications of delays or service changes, and view route maps and schedules.

3. Stop Annunciators and Onboard Signage

- Automated stop annunciation system that alerts passengers of upcoming stops both audibly and visually.
- Must comply with ADA standards for accessibility.
- Equip vehicles with onboard signage to display route information, upcoming stops, service notifications, and advertisements.
- Ability to update signage in real-time based on the vehicle's location.

4. Wifi Gateway for Passenger Access

- Availability for passengers to access onboard wifi

5. Riders Per Mile and Cost Factors

- Detailed reporting on ridership per mile, including breakdowns of peak/off-peak usage.
- Cost analysis capabilities for revenue mileage and deadhead mileage to optimize route profitability
- Generate hours and miles of service by zone/route and time of day. This includes revenue and deadhead data.

6. Route Management

- Real-time GPS tracking of all vehicles in the fleet.
- Integration with driver apps and passenger-facing applications to provide accurate location updates.
- Ability to import existing transit route schedules and bus stops, with the ability to edit easily such as drag and drop
- Ability to edit stop information and route timings due to changes in service or special events and detours.
- Input and edit existing route information, including scheduling and stop data.
- Lock finalized versions of routes and schedules to prevent unauthorized changes

*OCCK serves a 14 county area in North Central Kansas. Our funding mechanism is based on type of service, hours and miles of service operated within each city/county. OCCK desires a planning tool that can calculate revenue service hours and miles of each route within each municipality. The calculation would be based on shape files of each boundary. The resulting data is used by OCCK to determine each area's financial contribution toward the system.

7. Paratransit and ADA Dispatching (Preferred, Not Required)

- Ability to dispatch paratransit vehicles and manage ADA-compliant services.
- Integration with existing paratransit scheduling systems or provision of a built-in module.

- Real-time updates for drivers and riders.

8. Digital Pre and Post Trip (Preferred, Not Required)

- App based pre and post trip checklist
- Ability for mileage to be collected, exported or integrated to fleet maintenance management software

9. Data Ownership

All data in the Cloud environment is understood to be the property of OCCK. If the agreement between OCCK and cloud provider or vendor is canceled, it is understood that all data can be exported to OCCK. In the event of a contract termination, the contractor agrees to make all necessary good-faith efforts to cooperate in the transition of OCCK information back to OCCK or to other, new vendors.

The contractor shall not use, disclose, or distribute any data provided by OCCK except as may be requested to OCCK and for OCCK purposes. In the event the Contractor is contacted by any law enforcement or regulatory agency with any lawful order regarding OCCK data, the Contractor shall promptly notify OCCK of such contact to the extent allowed by law. The Contractor shall provide copies of OCCK data to OCCK upon request.

If applicable, GPS data, and specifically route identifiers and location coordinates are not considered potentially sensitive data. Both parties understand that this GPS data may be an element of the system and that temporary access to this GPS data may, in fact, be disclosed to the public through the public's use of an associated application or website to enhance the public's use of OCCK.

10. Product Training

The selected vendor will provide an intensive training program to OCCK employees (dispatchers, supervisors, and administrators). The training will cover operation of the entire system supplied in conjunction with this solicitation, including any optional items purchased. The training will prepare OCCK attendees for operation, administration and implementation of the system.

Training can be provided onsite at OCCK's office or via video conferencing at times that are convenient to OCCK staff.

OCCK prefers a vendor that has a recorded video training of modules for use by existing or new staff after the initial training is completed. In addition, OCCK is expected to receive a detailed SOP for all user levels operating the system.

The awarded vendor shall deliver five (5) complete sets of training materials in printed, hard copy format. All training materials shall be available in digital format and downloadable by OCCK. Initial training cost must be included in the base system cost. Ongoing training shall also be provided to OCCK staff, as needed, for any new product features and updates released by the vendor after product implementation at no extra cost.

11. Support and Maintenance

Ongoing product support shall be included in the fee. Vendor's support will be accessible via phone, web and email with a turnaround response time of less than 3 hours for any mission critical components. Base support shall be available during abnormal business hours. Standby support shall be available at all other times, including weekends, night and holidays when needed in case of severe emergencies.

Software enhancements (point releases) shall be included for the duration of the project. A notification from the awarded vendor summarizing changes will be emailed to OCCK prior to implementing enhancements or upgrades.

Any proposed ongoing licensing and maintenance fees must include a commitment to maintaining a minimum level of reliability or uptime. A fully functioning scheduling application is essential to maintaining transit operations. OCCK's expectation is that the selected product will function as described in this scope and be available.

12. Optional Modules and Services

OCCK is open to considering any product capability not listed in the scope described in this RFP. If these items are not already included in the base cost, they should be priced out separately in the Cost Proposal Form and fully described in the Written Proposal Response for consideration. OCCK reserves the right to select or decline any of the optional items or modules included in the proposal. Below are specific options

13. Proposal Requirements

The response to this RFP shall consist of the following sections

1. Corporate Background and Experience
2. Financial Statement
3. Project Staffing and Organization
4. Technical Approach
5. Outsourcing
6. Cost Proposal

Corporate Background and Experience

This section shall include background information on the organization and should give details of experience with similar projects. A list of references (including contact persons, email addresses and telephone numbers) for whom similar work has been performed shall be included

Financial Statement

The vendor's most recent audited financial statement or similar evidence of financial stability shall be provided.

Project Staffing and Organization

This section shall include the proposed staffing, deployment and organization of personnel to be assigned to this project

Technical Approach

This section shall include, in narrative form, the Vendor's approach to accomplishing the tasks outlined in the Scope of Work Requirements section of the RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

Outsourcing

The Vendor shall detail the manner in which it intends to utilize resources or workers located outside of the United States, and OCCK will evaluate the additional risks, cost and other factors associated with such utilization to make the award for this proposal as deemed by the awarding authority to be in the best interest of OCCK.

For any proposed or actual utilization or contract performance outside of the United States, the proposal shall include:

- a. the location of work performed under a state contract by the vendor, any subcontractors, employees or other persons performing the contract.
- b. The corporate structure and location of corporate employees and activities of vendors, its affiliates, or any subcontractors.

Price Proposal

The vendor shall submit a Price Proposal on their own form containing:

- a. Base cost of software and services
- b. Software license costs
- c. Hardware costs
- d. Training costs (including personnel and travel expenses)
- e. Software support costs
- f. Other costs (e.g. office expenses)
- g. Total cost: a total not to exceed cost representing the maximum amount for all work to be performed must be clearly indicated.

14. Mandatory Requirements

The following are mandatory requirements for qualifying as a responsible proposer. A proposer that is found to not meet these qualification requirements may be determined to be non-responsive and its proposal rejected. The following table details which requirements proposers must meet for each project within this RFP

1. Proof that the proposer's human and physical resources are sufficient to allow it to perform the contract as specified and to assure delivery of all products and equipment within the time specified by the contract. Please supply a list of all staff complete with a description of their role, relevant work experience, certifications and expertise, within your response.
2. Evidence of satisfactory performance on at least three (3) past contacts of a similar nature.
 - a. project name and description of services provided
 - b. Project location
 - c. Size of project
 - d. Completion date
 - e. Customer name and contact information (be sure to include email address).
3. Proposers shall also include a list of organization that they have contracted with for the last three (3) years with contact information that, at a minimum includes, names, email addresses and phone numbers, and/or any customers that have canceled a contract in the last three (3) years and reason for cancellation

4. Proposers must fully complete the included price proposals worksheet and all applicable forms/certifications to be considered responsive proposers. Failure to fully complete the price proposal worksheet will result in the proposer being classified as non-responsive

Basis of Award

Any contract resulting from this RFP will be awarded to that firm whose proposal is deemed by OCCK to be qualified considering the evaluation criteria stated above and provides OCCK with the best value among these considered technically acceptable.

“Best Value” will be determined solely by OCCK.

OCCK reserves the right to meet or communicate with any proposer to clarify the responsiveness of this proposal and the responsibility of the proposer’s organization and its sub-proposers, in order to ascertain ethical acceptability.

Contractors that submit proposals in response to this “Request for Proposals” must have the capability of providing the services listed. OCCK assumes no obligation of any kind for expenses incurred by any respondent to that solicitation. All submittals become the property of OCCK and will not be returned. The submittal shall meet the following requirements or will be deemed non-responsive and will not be eligible for consideration of this project.

- Proposals shall be signed by an officer authorized to bind the proposer and shall contain a statement to the effect that the proposal constitutes a firm offer for at least 90 days from the last day of receipt of proposals set forth herein.
- Each criterion for selection must be addressed.
- There is a minimum twelve (12)-point font requirements for the basic text of the entire submittal. Any charts, graphs, tables of organizations, etc. must be of readable size.
- Maximum length of proposal is 60 pages excluding required forms and Pricing sheet, cover letter, resumes and proposal tabs/dividers.
- One (1) original and one (1) electronic copies of the submittals are due no later than 4:30pm January 20th, 2025 to Trell Grinter, Director of Transportation, 340 N. Santa Fe, Salina Kansas 67401
- Submittals shall be in a sealed, opaque envelope, clearly marked RFP#1-24 Fixed Route Scheduling Software.
- The proposed fee shall be provided in a separate, sealed envelope.
- Late submittals, will be deemed non-responsive and will not be considered for the project.

From the date of the RFP until 4:30pm December 27th, 2024, all questions and inquiries should be submitted in writing by mail, fax or email to the following: Trell Grinter, transit@occk.com or fax at 785-822-0989 or by mail at Trell Grinter, OCCK Transportation, 340 N. Santa Fe, Salina Kansas 67401

All prospective offerors will be notified of questions and responses by addendum by the close of business on January 3rd, 2024, EOD.

Prices shall not be made public until the contract is awarded. Proposals may not be withdrawn after the submission date.

This solicitation does not obligate OCCK to pay for costs incurred in the preparation of proposals or to award a contract. OCCK reserves the right to accept or reject any or all proposals, or to cancel in part or in whole, this solicitation.

15. Federally Required and Other Model Contract Clauses

The firm, which is selected, must comply with the following clauses required for participation in the project.

a. No Federal Government Obligation to Third Parties

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 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.

b. Program Fraud and False or Fraudulent Statements and Related Acts (31 U.S.C. 3801 et seq.; 49 CFR Part 31 18 U.S.C. 1001; 49 U.S.C. 5307)

1. The Contractor 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 contract, the Contractor 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 Contractor 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 Contractor to the extent the Federal Government deems appropriate.
2. The Contractor 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 authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor 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 subcontractor who will be subject to the provisions.

c. Access to Third Party Contract Records and Reports (49 U.S.C. 5325; 18 CFR 18.36 (i); 49 CFR 633.17):

1. The following access to records requirements apply to this Contract: Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

d. Federal Changes (49 CFR Part 18):

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 comply shall constitute a material breach of this contract.

e. **Termination (49 U.S.C. Part 18; FTA Circular 4220.1F):**

1. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid by the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
2. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
3. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions
4. If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.
5. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

6. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

f. **Civil Rights Requirements (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.):**

The following requirements apply to the underlying contract:

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.

g. Disadvantaged Business Enterprises (DBE) (49 CFR Part 26):

1. 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 Disadvantaged Business Enterprises (DBE) is 5%. A separate contract goal has not been established for this procurement.
2. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as OCCK, Inc. deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).
3. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from OCCK, Inc.
4. The contractor must promptly notify OCCK, Inc. whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of OCCK, Inc..

Prompt Payment - A prompt payment clause is required on each DOT-assisted prime contract. A sample follows below. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number] day from the receipt of each payment the prime contractor receives from [name recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within [specify number] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the [name recipient]. This clause applies to both DBE and non-DBE subcontractors.

h. Incorporation of Federal Transit Administration (FTA) Terms (FTA Circular 4220.1F):

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 4220.1F, 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.

i. Government-wide Debarment and Suspension (Non-procurement):

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 bid or proposal, the bidder or proposer certifies as follows:

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

j. Breaches and Dispute Resolution (49 CFR Part 18; FTA Circular 4220.1F):

1. 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 (Recipient)'s [title of employee]. 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 [title of employee]. 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 [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

2. Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.
3. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
4. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.
5. 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 (Recipient), (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.

k. Lobbying (31 U.S.C. 1352; 49 CFR Part 19; 49 CFR Part 20):

Contractors who apply or bid 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. A Certificate of Compliance will be required as part of the contract if applicable.

l. Clean Air (42 U.S.C. 7401 et seq; 40 CFR 15.61; 49 CFR Part 18):

1. 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.

2. 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.
- m. Clean Water (33 U.S.C. 1251):**
1. 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.
 2. 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.
- n. Seismic Safety Requirements (42 U.S.C. 6321 et seq.; 49 CFR Part 18):**
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.
- o. Energy Conservation Requirements (42 U.S.C. 6321 et seq.; 49 CFR Part 18):**
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.
- p. Conformance with ITS National Architecture (49 CFR Part 613 and 621):**
ITS projects shall conform to the National ITS Architecture and standards in accordance with the requirements contained in this part. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning.
- q. State and Local Law Disclaimer**
The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.

16. Proposal Format

Cover Letter

Include a Letter of Transmittal signed by the person(s) with the authority to bind the firm and answer questions or provide clarification concerning the submitted proposal. Include the following information:

- Firm name, address, telephone number
- Email of proposal contact

- Contact Name and Title
- Year business established
- Type of Organization indicated whether a sole proprietor, partnership or corporation and whether or not a disadvantaged business enterprise (DBE)
- List of subcontractors, their role on the team and whether a DBE

The cover letter should not exceed three (3) pages.

Statement of Qualifications

Please state qualifications and relevant experience in conducting business similar to that which is required herein, within the last five (5) years. Include the same information for proposed subcontractors.

References

Provide three (3) client references from prior transit system work conducted in the last five (5) years. Include organization name, address, telephone number, and name and title of a contact person. Include the same information for proposed subcontractors.

Resumes of Key Personnel

Provide resumes showing the names, experience and professional qualifications of the key personnel to be assigned to this project. If subcontractors, joint ventures, or both are contemplated, include qualifications, experience and references of the entire team.

Disclosure of Proposal Contents

To the extent permitted by State and Federal law, information provided in all proposals will be held in confidence and not revealed or discussed with competitors. All material submitted becomes the property of OCCK and may be returned only at OCCK's option. Proposals submitted to OCCK will be reviewed and evaluated by persons of the OCCK's choosing, other than competing proposers. OCCK retains the right to use any and/or all ideas presented in reply to the RFP. Eventual selection or rejection of proposals does not affect this right.

4.0 Firm Selection Procedure

Selection of the successful proposal shall be generally based on the information provided by the developer in response to the Request for Proposals and any subsequent interview that may be conducted. Developer interviews will be held solely at the option and discretion of OCCK. The process for selection shall occur in the following sequence.

- Review and ranking of proposals
- Establish a “short list”
- Interview “short listed” firms (at the option and discretion of OCCK)
- Identify best qualified firm(s)
- Award contract

A project selection committee will be formed to evaluate the proposals and to make recommendations to OCCK Transportation Leadership. This committee may consist of representatives from various departments within OCCK. Composition of this committee is at the sole discretion of OCCK. Names of the committee members will not be released prior to the time of interviews.

The committee will review the proposals for format to ensure conformance with the requirements of the RFP and may select finalists to interview with the Committee as part of the Committee’s evaluation process. OCCK does not guarantee that an interview will take place thus reserving the right to select a firm based solely on the information provided in the proposals received in response to the RFP.

The OCCK Director will review the committee recommendation and decide whether to accept, reject or modify the recommendation before presenting it to OCCK Leadership if necessary.

4.1 Evaluation Criteria

OCCK is following a “Best Value” approach to selecting a developer for this RFP. In doing so, OCCK may not award to the lowest priced firm but will weigh other factors as listed below in making a selection.

The following information and criteria, in order of importance, will be used to evaluate and rank responses and the presentation, should OCCK choose to conduct interviews with short-listed firms.

1. Project Understanding and Approach: This criterion is a combination of the Proposer’s approach to the problem and the quality of the RFP submission and response. (20 points)
2. Technical Capabilities and Solution Functionality: This criterion refers to the Proposer’s technical capabilities, the proposed solution functionality, and the ability to best meet the performance specifications outlined in the RFP and Scope of Work. (25 points)
3. Quality, Experience of Proposed Key Project Personnel (15 points)
4. Vendor Past Project-Related Experience and Client References (15 points)
5. Price (20 points)

5.0 Proposal Forms

The following additional forms shall be included.

1.0 Statement of Bidder's/Proposer's Qualifications

2.0 Authorization for Information

3.0 Customer Reference Listing

1.0 Statement of Bidder's/Proposer's Qualifications

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 bid/proposal packet, your bid will be classified as not in compliance and may be disqualified. The questions may be answered on separate attached sheets. Bidder/Proposer may submit additional information they desire.

1. Name of Bidder/Proposer _____
2. Permanent Main Office Address _____
3. Office Phone _____ Cell Phone _____
4. Fax Number _____ Email _____
5. When Organized _____
6. If a Corporation, where Incorporated _____
7. How many years have you been engaged in business under your present firm or trade name?

8. List previous business names, if any _____
9. Have you ever failed to complete any work awarded to you? _____
10. Have you ever defaulted a Contract Agreement? _____
11. If you answered yes to 9 or 10 above please attach explanation
12. Attach background and experience of the principal members of your organization, including the officers.
13. DUNS # _____ Provide D&B report or other statement of credit.

Bidder/Proposer may submit any additional information they desire.

Dated this _____ day of _____, 20__

By duly sworn deposes and says that they are _____(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 _____, 20__

Notary Public _____

Notary Number _____

My Commission Expires _____



2.0 Authorization for Information

The undersigned hereby authorized and requests any person, firm or corporation to furnish any information requested by OCCK 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 are true and correct.

Dated this _____ day of _____, 20__

By duly sworn deposes and says that they are _____(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 _____, 20__

Notary Public _____

Notary Number _____

My Commission Expires _____



3.0 Federally Required and Other Model Contract Clauses

Dated this _____ day of _____, 20__

By duly sworn deposes and says that they are _____ (Title) and that the answers to the foregoing questions and all statements therein contained are true and correct.

I also certify that the above named corporation, partnership, or individual or any person associated therewith in any capacity or position which involves the administration of federal funds is not included on the U.S. Comptroller General's consolidated list of Persons or Firms Currently Debarred for Violations of Various Public Contracts incorporating Labor Standards Provisions; is not currently, or has not been within the last three years, suspended, debarred, voluntarily excluded or determined ineligible by any federal agency; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years.

I also certify that the above named corporation, partnership, or individual has not been a party in any collusion among proposers or prospective proposers in restraint of freedom of competition, by agreement to propose a fixed amount or to refrain from proposing, or otherwise.

By: _____

Name of Corporation or Firm: _____

Authorized Signature: _____

State of _____

County of _____

Subscribed and sworn to before me this _____ day of _____, 20__

Notary Public _____

Notary Number _____

My Commission Expires _____



4.0 Certification Regarding Lobbying, Appendix A, 49 CFR Part 20

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

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 agency, 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 agency, 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. 1413 (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. 1601, *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.

Signature of Authorized Official : _____ Title: _____

Print Name of Authorized Official: _____

[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.]

5.0 Customer Reference Listing

Vendor shall furnish the names, address, agreement, telephone numbers and length of services and size of property of a minimum of three (3) firms or government organizations for which the vendor is currently furnishing or has in the past furnished service for.

1. Company Name _____
Address _____
Contact Person _____
Telephone Number _____
Month/Year Completed _____
Value of Contract _____
2. Company Name _____
Address _____
Contact Person _____
Telephone Number _____
Month/Year Completed _____
Value of Contract _____
3. Company Name _____
Address _____
Contact Person _____
Telephone Number _____
Month/Year Completed _____
Value of Contract _____
4. Company Name _____
Address _____
Contact Person _____
Telephone Number _____
Month/Year Completed _____
Value of Contract _____
5. Company Name _____
Address _____
Contact Person _____
Telephone Number _____
Month/Year Completed _____
Value of Contract _____

A. General Terms

The following clauses will be incorporated in any contract awarded pursuant to this RFP

1. Assignment

- A. The successful proposer may not assign or subcontract its rights or obligations under the contract without prior written permission of OCCK, and no such assignment or subcontract will be effective until approved in writing by OCCK.
- B. OCCK reserves the right to assign all or a portion of this contract to any other agency and/or governmental entity, or a Contractor of OCCK.

2. Advertising

The proposer agrees not to use the existence of this contract or the name of OCCK as part of any commercial advertising without the prior written approval of OCCK's Director of Transportation or designee.