



CITY OF EVANSVILLE-VANDERBURGH COUNTY

1 N.W. Martin Luther King Jr. Boulevard
Room 310, Civic Center Complex
Evansville, IN 47708



Request for Proposal
APA-RFP-005-23
Vehicle Maintenance/Repair Services

October 26, 2023

NOTICE TO RESPONDENTS:

The City of Evansville/Vanderburgh County (the "City/County") Purchasing Department is soliciting competitive sealed proposals from qualified contractors to provide vehicle maintenance for approximately 91 (ninety-one) gas vehicles. Your company, among others, is invited to submit a proposal on a competitive basis in the format described in this Request for Proposal (RFP). This RFP establishes requirements and defines responsibilities of the proposing vendor (hereinafter "Vendor", "Respondent", or "Contractor") to provide vehicle maintenance and repairs, as described under City/County Vehicle Specifications until 1:30 PM CST on Thursday, November 30, 2023 at which time proposals will be publicly opened and read aloud at the Board of Public Works meeting in Room 301, Civic Center Complex, 1 N.W. Martin Luther King, Jr. Boulevard, Evansville, Indiana 47708.

Sealed proposals to be submitted prior to the scheduled opening shall be submitted to Room 323 (Purchasing Department) located in Civic Center Complex, 1 N.W. Martin Luther King Jr. Boulevard, Evansville, Indiana 47708. Proposals submitted to the City/County Purchasing Department shall be submitted prior to 1:15 PM on Thursday, November 30, 2023. Proposals may be submitted direct to the Board of Public Works. All proposals must be marked with the following:

*The name of your company
RFP-036-005-23
Vehicle Maintenance/Repair Services
Proposal date opening Thursday, November 30, 2023*

Questions regarding the requirements may be directed to Dachenae Streeter, Purchasing Coordinator, via email at: dstreeter@evansville.in.gov. Questions will be answered via public addendum.

SCOPE

It is the intent of this proposal is to establish a twelve (12) month contract with the potential ability to extend for three (3), one-year periods.

COST OF RFP PREPARATION AND SUBMISSION

Each vendor shall be responsible for all costs incurred to prepare and submit their response to this RFP.

GENERAL REQUIREMENTS

The responsibilities of the Contractor include, but shall not be limited to, the following:

- A. It is the responsibility of the Contractor to understand all details of the RFP. The Contractor, by submitting a response, indicates a full understanding of all details and specifications of the RFP. Contractors are expected to present narrative statement/summaries in a clear, concise, and organized manner for review.
- B. The Contractor will furnish all tools and labor required for installation of all parts.
- C. Contractor shall have the proper licenses to conduct business within Vanderburgh County

ESTIMATED QUANTITIES

Approximately 91 (ninety-one) gas vehicles.

No maximum or minimum quantities are guaranteed, suggested quantities represent historical usage. The City of Evansville/Vanderburgh County anticipates purchasing the quantities as specified. These quantities are approximate and represent the estimated requirement. There is no obligation on the part of the City/County to purchase more or less than the quantity listed. The City/County reserves the right to purchase more or less than the quantity listed, depending upon actual requirements and budget restraints, at the unit costs as set forth in the Successful Respondent's proposal/contract(s). City/County will pay only for quantity ordered and in current use. Evansville Fire Department, Evansville Police Department, and Vanderburgh County Sheriff Department Fleet vehicles are not included in this RFP.

CONTACT WITH MUNICIPALITY EMPLOYEES

To ensure a fair and objective evaluation of all proposals, vendors are required to submit all inquiries in writing to the Purchasing Department at dstreeter@evansville.in.gov. Each Email should be titled: City/County Vehicle Maintenance.

All changes in specifications shall be in writing in the form of an addendum and furnished to all contractors. Verbal information obtained otherwise will not be considered in awarding of proposals. No changes to specifications will be permitted within five (5) business days prior to the proposal opening.

PROPOSALS

1. All prices shall be F.O.B. to various City/County sites in Vanderburgh County, Indiana. Prices must include delivery. No additional monies will be paid for delivery.
2. The Respondent shall state any discounts to apply. Discounts must be shown for individual items unless all items have the same percentage of discounts.
3. Firm proposals are required unless specifically designated otherwise. Any proposal which is subject to an open or unlimited escalator clause may be rejected. A maximum figure for escalation shown or a method of computing the total cost over a specified period must be included.
4. Proposals shall be awarded to the lowest responsive and responsible respondent taking into consideration price, functionality, and respondent's experience and qualifications.
5. The City/County may award more than one contract by awarding separate items or groups of items to various respondents. Awards will be made for items, or combination of items, which result in the lowest aggregate price and/or best meet the City/County's requirements. The additional administrative costs associated with awarding more than one Contract will be consider in the determining.
6. Funding sources for this agreement are reviewed on an annual basis with funds being appropriated by either the City Council and/or County Council. The City of Evansville/Vanderburgh County Commissioners, nor City/County departments/offices, shall be under any obligation to continue under this contract if annual funding for this purpose is discontinued by the appropriate governing body.

PROPOSAL EVALUATION

While cost is a factor, it is the desire of the Owners to have a contractor in place that will be able to provide outstanding service & product to their departments.

Evaluations of the proposals are expected to be completed within ten (10) business days after receipt. An evaluation team will evaluate proposals on a variety of qualitative criteria as specified below.

The primary criteria for Contractor evaluation and consideration are:

- Contractor's ability to perform the services hereunder including, but not limited to, the manpower level and the equipment to be used. (30%)

- Proposed Price (25%)
- Contractor Experience in performing services (25%)
- Submittal of all necessary/requested paperwork (20%)

The agency reserves the right to reject any or all proposals, or to make no award. Following Indiana Code 5-22-9-6 the agency reserves the right to conduct discussions with Contractors for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Discussions may be conducted with, and best and final offers obtained from, responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award. At no time will pricing be shared with competing vendors during this process. The agency further reserves the right to excuse technical defects in a proposal when, in its sole discretion, such excuse is beneficial to the agency.

The agency may award based on initial proposals received, without discussion of such proposals.

*Normal business hours are considered from 8:00 A.M. to 5:00 P.M. with regards to this RFP.

RIGHT OF REFUSAL

The City/County reserves the right to reject any one or all proposals, or any part of any proposal, to waive any informality in any proposal, and to award the purchase in the best interest of the City/County. Furthermore, the City/County reserves the right to hold the proposal of the three (3) lowest respondents for a period of forty-five (45) calendar days from and after the time of the proposal opening.

PROPOSAL SUBMITTAL

1. ALL PROPOSALS MUST BE RECEIVED ON OR BEFORE THE TIME AND DATE INDICATED IN THE NOTICE TO RESPONDENT. The responsibility for submitting proposals to the City/County is solely that of the Respondent. The City/County will not be responsible for delays in mail delivery or delays caused by any other occurrence. LATE PROPOSALS WILL NOT BE ACCEPTED.
2. The Respondent(s) MUST submit their price proposal using the EXCEL SPREADSHEET provided and supplying all the required information. Failure to comply with this or any other paragraph of the Instructions to Respondents shall be sufficient reason for invalidation of the proposal. Price proposals not submitted using the excel spread sheet will be deemed non-compliant. Each vendor shall be responsible for all costs incurred in order to prepare and submit their response to this RFP.
3. Respondents shall submit an original copy of their proposal and a thumb drive containing ALL PROPOSAL DOCUMENTS. [Active RFPs / City of Evansville \(evansvillegov.org\)](http://www.evansvillegov.org)
4. Respondents are required to provide all requested information. Proposal submittal should be submitted in a sealed envelope showing the respondent's name, business address, proposal title, date and time of opening on the front of the envelope. Only information provided inside this envelope will be considered, unless otherwise instructed. Failure to follow this instruction or any other instruction contained in this Request for Proposal may result in the rejection of your proposal.
5. Proposal modifications are not allowed. Complete withdrawal or complete exchange of proposal is acceptable, if done before scheduled proposal opening.
6. All proposals must be signed by an authorized official of the firm. Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional proposal, or any exceptions or irregularities of any kind.
7. Do not include taxes in the proposal figures. The City/County are exempt from state and federal taxes. Exemption certificates will be provided upon request.

AWARD OF CONTRACT

It is the intent of the Board to enter a contract with a provider that will emphasize administrative efficiencies, and possess the capacity, infrastructure, and organizational competence to perform required functions necessary for managed care under this proposal.

Award recommendations are contingent upon an initial evaluation of the Contractor's qualifications to determine if the Contractor is a quality service provider. The Contractor's policies and procedures may be evaluated as a further determination of quality.

Specific requests for information, to assist the evaluators, will be submitted to the prospective Contractor to facilitate sampling satisfaction.

Contractors who are awarded contracts shall not have the right to assign or delegate any of their duties or obligations under the contract to any other party without written permission of the governing Board.

SUBCONTRACTORS

The Board intends to contract with one prime Contractor who will be solely responsible for contractual performance. It is the Board's intent that no subcontractor be used for services under this RFP.

CONFLICT OF INTEREST

Contractors awarded a contract will affirm that no principal, representative, agent, or other acting on behalf of or legally capable of acting on the behalf of the contractor, is currently an employee of the City; nor will any such person connected to the contractor currently be using or privy to any information regarding this RFP which may constitute a conflict of interest.

At the time of proposal, ALL contractors shall complete the attached NON-CONFLICT OF INTEREST/FAMILIAL DISCLOSURE FORM and shall disclose any known direct or indirect financial interests (including but not limited to ownership, investment interests, or any other form of remuneration) that may be present between the contractor and City personnel. This disclosure shall be made to the City Purchasing Director who will forward the information to the Board. The disclosure does not necessarily disqualify a Contractor but serves to ensure conflicted individuals are not included in the scoring team.

RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR)

The relationship between the City and any Contractors successful in obtaining a contract is that of City and independent contractor. No agent, employee, or servant of the Contractor shall be deemed an employee, agent, or servant of the City for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, and servants during the performance of a contract resulting from the RFP.

PUBLIC PROPOSAL OPENING PROCEDURES

1. The purpose of a public proposal opening is for a reading of proposals received. Under normal circumstances, no award will be made or implied at this time, unless otherwise indicated.
2. Only the following information will be given:
 - a. Vendor name
3. Proposals or related documents may not be reviewed at the proposal opening. No discussion of any nature concerning brand names, deliveries, samples, etc. can be entered into between any Purchasing personnel and any Vendor during or after the proposal opening until the evaluation.
of proposals has been completed and a recommendation for award has been made.
4. A copy of the proposal tabulation will be available to review in the Purchasing Department upon completion of the recommended award.
5. Vendors who wish to review or request copies of proposals may do so by contacting the City/County Purchasing Department. A copy fee will be charged for copies.

BID BOND

- A. Bid Bond, Certified Check, Cashier's Check or Bank Draft in the amount of \$1000 shall accompany each quote as a guarantee that all provisions of the specifications shall be met.
- B. Bid Bonds and Checks will be returned to the unsuccessful Vendor(s) after award of purchase by the City of Evansville-Vanderburgh County Purchasing Department and to the successful Vendor(s) after the performance bond, if required, has been received and accepted.

DEFAULT AND TERMINATION OF CONTRACT

Should the successful vendor fail to address any condition which is in violation of the terms of the contract(s), within 24 hours after having been notified by the City/County, and correct the issues in violation within 48 hours, the City/County may declare the contract(s) in default and terminate same immediately.

Continuous non-compliance with the terms of contract(s) or failure to correct problems brought to the attention of the successful vendor shall be grounds for the City/County to terminate the contract(s) and pursue any damages incurred because of this failure.

WITHHOLDING PAYMENT

In the event a contract is canceled under any provision herein, the City/County may withhold from the successful vendor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

INDEMNIFICATION

1. The successful vendor shall indemnify and hold harmless the City/County and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work; and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
2. In any and all claims against the City/County, or any of their agents or employees by any employee of the successful vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful vendor or any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other Employee Benefit Act.

RESPONDENT QUALIFICATION AND EXPERIENCE

1. Respondents are required to furnish evidence that they have experience in this type of work as outlined in the attached specifications, to include specific experience with vehicle maintenance and repair services. A minimum of three (3) references must be submitted with each proposal.
2. Respondents must possess the necessary occupational license(s) to perform such work.
3. Respondents shall provide proof of insurance as specified in the technical specifications, if required.

EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity Statement included herein is a condition of the proposal. The contract must be signed by the successful respondent and the City/County; and the successful respondent must comply with the equal employment opportunity condition in the execution of the contract.

MINORITY & WOMEN BUSINESS ENTERPRISE PROGRAM

The City/County Purchasing Department encourages utilization of Minority and Women Business Enterprises (M/WBE) in the community's purchasing efforts. The Vendor shall provide an atmosphere of equal opportunity for all subcontractors and/or suppliers in all aspects of public operations including the purchasing of products, services, and public works contracts.

E-VERIFY PROGRAM

Pursuant to Indiana Code 22-5-1.7-11 (b)(2) the Contractor shall provide documentation that it has enrolled in and is participating in the E-Verify Program (see Indiana Legal Employment Declaration form). Contractor is required to submit proof from the E-Verify Program that it is currently enrolled in the Program. An example of confirmation is the confirmation e-mail received from E-Verify that the Contractor has successfully enrolled in E-Verify.

TAXES

The City of Evansville is exempt from federal, state, and local taxes and will not be responsible for any such taxes in connection with the award or performance of this contract.

LICENSES AND PERMITS

The successful Vendor or Vendors shall furnish the City of Evansville upon request all documentation regarding licenses, permits, certifications and/or registrations required by the laws and regulations of the City of Evansville, Vanderburgh County, the State of Indiana, and the United States of America.

The Provider certifies that it is now and will remain in good standing with the aforementioned governmental agencies and that it will maintain its licenses, permits, certifications and/or registrations in force during the term of the contract/agreement with the City of Evansville, Vanderburgh County, Indiana.

CHOICE OF LAW AND VENUE

All actions or proceedings arising out of, or related to, this proposal and any resulting contract shall be governed by and construed in accordance with the laws of the State of Indiana. Submission of this proposal by Vendor constitutes consent and stipulation to jurisdiction and venue in the courts of Vanderburgh County, Indiana, concerning all litigation and proceedings arising out of or related to this proposal and any resulting contract.

LAWS

Respondent shall comply with all applicable Federal, State, County and City laws, ordinances, and regulations applicable to the proposing and performance of the contract(s).

CITY OF EVANSVILLE-VANDERBURGH COUNTY

RFP-036-005-23

FOR VEHICLE MAINTENANCE/REPAIR SERVICES

Vendor Information:

Name of Organization: _____

Address: _____

Authorized Representative: _____

Title: _____

Telephone Number: _____

Fax Number: _____

Person(s) to Contact: _____

For EVANSVILLE PURCHASING DEPARTMENT representatives to ask questions regarding the contents of the proposal packet:

Title: Purchasing Coordinator

Name: Dachenaë Streeter

Telephone Number: 812 436 4915

Email Address: dstreeter@evansville.in.gov

CITY/COUNTY GAS VEHICLE SPECIFICATIONS

LENGTH OF CONTRACT

The contract is for twelve (12) months with up to three (3) extensions of one (1) year each, for a total of four (4) years upon mutual agreement by both parties. Notwithstanding the foregoing, the contract shall be subject to annual appropriation by the Common Council of the City of Evansville and may be terminated in the event that funds are not sufficiently appropriated.

SCOPE OF SERVICES

The successful Contractor, hereinafter called the "Contractor," will furnish scheduled maintenance for approximately 91 vehicles in accordance with the terms and conditions set forth in the contract.

This number is based on current numbers. This number may increase or decrease over the length of the contract but in no way should affect the performance requirements given in this RFP.

All services will be coordinated and at the discretion of the individual city/county departments.

The Contractor must comply with all rules, regulations and laws of the Board of Public Works, Vanderburgh County Commissioners, City of Evansville, Vanderburgh County, and the State of Indiana.

A. BASIC SERVICE REQUIREMENTS

- I. Oil Change Requirements.
 - a. Change Oil Filter
 - b. Must rotate tires during every oil change.
 - c. Must check the following:
 - i. Power steering level
 - ii. Brake fluid level
 - iii. Engine coolant
 - iv. Brake pads and rotors
 - v. Tire pressure
 - vi. Tire tread depth
 - vii. Battery (terminals and charge)
 - viii. Windshield washer fluid
 - ix. Windshield wiper blades
- II. Quick Check Requirements.
 - a. All lights (Emergency lights included if applicable)
 - b. Brake system
 - c. Shocks
 - d. Struts
 - e. Steering
 - f. Exhaust system
 - g. Drive shaft
 - h. Transmission
 - i. Drive axle boots (if equipped)

B. QUALIFICATIONS, SERVICE DELIVERY, AND CONSUMER CARE MANAGEMENT

- I. Minimum Qualifications:
 - a. The Vendor shall provide a detailed history describing experience and background as it relates to providing VEHICLE MAINTENANCE/REPAIR SERVICES of their organization, especially in regard to meeting a minimum threshold of 5 years of experience.
 - b. The Vendor shall provide details of their operational location(s), as additional consideration will be given to vendors located within the City of Evansville and Vanderburgh County. Vendor should provide number of technicians at each site.
 - c. Does your company have multiple locations? If so, list the addresses of your repair facilities.
 - d. The Vendor shall describe their capacity to complete the developmental work necessary to implement the services to be provided in this RFP in a timely manner.

- e. Vendor shall demonstrate a proven track record of financial stability.
- f. Welding, Machining (i.e., turning of rotors and drums), and repair of equipment provided "in-house" (no subletting).
- g. What is your average turnaround time for completing *scheduled* maintenance (i.e., 16-point inspection, top off fluids, oil change)?
- h. How often are parts delivered to your garage per day?
- i. What procedures are followed to ensure successful completion of service work prior to the vehicle being released to the customer?
- j. Describe what procedures you have in place for disposing of hazardous substances (oils, coolants, etc.), and what charges, if any, are billed relative to the disposal.
- k. List days and hours of shop operations.
- l. How many bays are available for vehicles?
- m. Indicate the number of vehicles lifts in the shop.
- n. The following is a list of the various fluids used in basic vehicle maintenance. Please prepare a chart showing the brands used listed by fluid type: (i.e., Motor oil/Quaker State.)
 - i. Brake
 - ii. Motor oil (Must be synthetic blend)
 - iii. Transmission
 - iv. Coolant
 - v. Windshield washer fluid
 - vi. Power steering
- o. Vendor shall provide a complete list of the fleet customers they served during the past year. This list should include the name of customer, a contact number and number of vehicles serviced.
- p. The Vendor shall provide a minimum of 3 references to which vehicle maintenance and services have been supplied. Of those three references, the preferred references would include other Vanderburgh County businesses or Government entities. List these references including full name, title, company name, address, telephone number, e-mail address, etc. Letters of testimonial are desired, but not required.
- q. Vendor shall demonstrate a proven track record of customer satisfaction.
- r. Describe any security measures that your company currently has in place or will take prior to execution of the contract.

C. Insurance

- I. The Contractor shall procure and keep in force during the term of the contract, General Liability insurance indemnifying the Board of Public Works, The City of Evansville, Vanderburgh County Commissioners, and Vanderburgh County against claims for injuries and death arising out of its maintenance of the premises in the amount of at least one million dollars (\$1,000,000) per occurrence and Contractor shall also procure property damage insurance indemnifying the Board of Public Works, the City of Evansville, Vanderburgh County Commissioners, and Vanderburgh County from and against any and all claims in the amount of not less than one million dollars (\$1,000,000) per occurrence. Contractor shall carry worker's compensation insurance coverage in amounts required by Indiana law for all its employees who perform work under the contract.

D. Damage to City/County Property

- I. If the city/county vehicle are damaged in any way whatsoever by reason of any act or omission of the Contractor or its employees, the Contractor shall immediately repair at its own cost and expense the vehicle and or contents as damaged.
- II. Upon failure of the Contractor to make such repairs, the Board of Public Works, Vanderburgh County Commissioners, City of Evansville, and/or Vanderburgh County may repair such damage at the cost and expense of the Contractor and shall have the right to terminate the contract.

PROPOSAL

Below you will find a table containing a current list of vehicles expected to be service under this contract. However, other vehicle makes and models may be added at a later date as needed. Please see the excel spreadsheet provided with this RFP for the list of desired services for City/County vehicles. These are estimated to be the most repetitive elements required and will make up the criteria for cost under this RFP. Respond with the unit costs listed below. Please specify the costs associated with each unit described:

<u>GAS VEHICLES</u>			
<u>Make</u>	<u>Model</u>	<u>Make</u>	<u>Model</u>
BUICK	ENORE GX	Ford	Fusion
Chevrolet	Equinox	Ford	Excursion
Chevrolet	1500	Ford	Edge
Chevrolet	¾ Pick up	Ford	Explorer
Chevrolet	Pick up	Ford	Ranger Super
Chevrolet	Cavalier	Ford	F350 Dump TK
Chevrolet	Malibu	Ford	Ranger Extended Cab
Dodge	2500	Ford	F250 Super Duty
Dodge	Caravan	Ford	X12
Dodge	Mini Van	Ford	E250 ¾T Econo
Ford	F-150	Ford	F150 Super Cab
Ford	F-250	GMC	2500
Ford	Ranger	Jeep	Liberty
Ford	Escape	Jeep	Cherokee
Ford	Crown Vic		

DATE: October 16th, 2023

The Board of Public Works – Vanderburgh County Commissioners/ City of Evansville-Vanderburgh County invite your proposal for the following items:

**VEHICLE MAINTENANCE AND REPAIR SERVICES
RFP-036-005-23**

To be opened at 1:30pm CST on Thursday November 30, 2023, in Room 301 of the Civic Center Complex.

The undersigned proposes to furnish and deliver, in accordance with the requirements of the Instructions to Contractors and the Specifications dated October 16, 2023, prepared by the City of Evansville-Vanderburgh County Purchasing Department, the following contract for the time period beginning January 1, 2024.

Please be advised that any alterations, changes in proposal format, etc. will make it difficult to evaluate proposals and may lead to confusion. All items should be specified in the units, quantities, and units of measurements specified. Do not submit alternate proposals unless requested. The City of Evansville and the Board of Public Works shall reserve the right to reject any or all proposals or any part thereof.

QUOTATIONS

- 1. All prices F.O.B. No fuel charges are to be added later. Yes _____ No _____
- 2. Discounts, if any, if awarded entire contract _____
- 3. Contractor will accept a portion of the contract award _____
(initial)
or total amount only _____
(initial)

BID BOND

Contractor has submitted a \$1000 Bid Bond? Yes _____ No _____

INDEMNIFICATION

Contractor will indemnify and hold harmless the City of Evansville and Vanderburgh County in accordance with the provisions contained herein? Yes _____ No _____

CONTRACTOR QUALIFICATION AND EXPERIENCE

- 1. Contractor has included three (3) references? Yes _____ No _____
- 2. Contractor possesses necessary occupational license(s)? Yes _____ No _____

In accordance with the attached instructions, conditions, and specifications,

_____ (firm) submits the following bid/proposal:
(Company Name)

Contractor agrees that they will not withdraw their proposal from the city in which it is filed. A certified check or bond shall be filed with each proposal, if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

NON-COLLUSION AFFIDAVIT

The undersigned contractor or agent, being duly sworn on oath, says that they have not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by them, entered into any combination, collusion or agreement with any person relative to the price to be proposed by anyone at such letting nor to prevent any person from proposing nor to induce anyone to refrain from submitting a proposal, and that this proposal is made without reference to any other proposal and without an agreement, understanding or combination with any other person in reference to such proposing. Contractor further says that no person or persons, firms, or corporation has, or will receive directly or indirectly, any rebate, fee, gift, commission, or thing of value on account of such sale.

AUTHORIZED SIGNATURE

DATE

NAME & TITLE (PLEASE PRINT)

TELEPHONE

COMPANY NAME

FAX

ADDRESS (STREET)

CITY, STATE, ZIP CODE

Subscribed and sworn to before me this _____ day of _____, 2023.

My Commission Expires: _____

Notary Public

County of Residence: _____

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ ("Governmental Unit") hereby accepts the terms of the attached proposal for classes or items numbered _____ and promises to pay the undersigned contractor upon delivery the price quoted for the materials/equipment stipulated in said proposal.

Contracting Authority Members: _____ Date: _____

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the Contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin political affiliation or belief, age, or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause.

2. The Contractor agrees that all services, facilities, activities, and programs provided as part of this contract will meet the requirements of the Americans with Disabilities Act and the rules and regulations promulgated thereunder.

3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advertising, the labor union or workers' representative of the Contractor's commitments under the Equal Employment Opportunity Section of this contract and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. in the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City/County contract.

Vendor Representative (Please Print)

Signature

Vendor Name

Telephone

Vendor Address

Date

E-Verify Program Affidavit

The State of Indiana has enacted a law (I.C. 22-5-1.7) requiring all state agencies and political subdivisions request verification from their contractors that their employees are legally eligible to work in the United States. This Declaration serves as notice that all Contractors doing business with the City of Evansville must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

I, _____, a duly authorized agent of _____(name of Company), declare under penalties of perjury that _____(name of Company) does not employ unauthorized aliens to the best of its knowledge and belief.

(Name of Company)

By: _____

(Authorized Representative of Company)

Subscribed and sworn to before me on this _____ day of _____, 20____.

My Commission Expires: _____

County of Residence: _____

Notary Public – Signature

Notary Public – Printed Name

CONFLICT OF INTEREST / FAMILIAL DISCLOSURE FORM

ALL VENDORS must complete this Conflict-of-Interest Familial Disclosure Form and must attach the completed form to the proposal.

As the Vendor, I affirm that no principal, representative, agent, employee, contractor or potential subcontractors, or other acting on behalf of or legally capable of acting on the behalf of the Vendor (a "Vendor Party"), is currently an employee of the City of Evansville (" City"), any City department or a member of any City Board or Council; nor will any such person connected to the Vendor be privy to any City information which may constitute a conflict of interest; or, if such a conflict or relationship does exist, I have disclosed the nature of the relationship or conflict below.

By the attached sworn and notarized statement we are disclosing the following familial relationship(s) that exists between a Vendor Party and any employee or member of any City Department or board.

As the Vendor, I understand that completing this form and self-disclosing potential conflicts of interest does not necessarily disqualify a Vendor, but aids in identifying conflicts of interests which must be addressed pursuant to I.C. 35-44.1-1 et al. Further, the City will insure that any individuals identified with a potential conflict will not be allowed to participate in the scoring or evaluation of the proposal packages, to insure the integrity of the proposal process.

The following is a list of individuals who may pose a potential conflict of interest as described above Please provide the name, relationship with the city and the nature of the potential conflict, or if applicable: "NONE":

Signature: _____ Title: _____

Vendor Name: _____

CITY OF EVANSVILLE
Metropolitan Evansville Transit System
601 John Street
Evansville, Indiana 47713

Phone (812) 435-6166 Fax (812) 435-6159
TDD/Hearing Impaired - please use Relay Indiana 1-800-743-3333

Todd M. Robertson
Executive Director

Lloyd Winnecke
Mayor

Jonathan M Siebeking
Director

METS REQUEST FOR PRICE QUOTES-

If vendor price quote total is over \$3,000 (construction quotes over \$2,000) and is accepted by METS, vendor agrees to follow the specific third-party contract provisions required for each third-party contract including requirements that each third-party contractor extend those provisions to the third-party contractor's subcontractors according to *FTA Required Federal Clauses, C(circular) 4220.1F*, and according to 49CFR and 2 CFR 200.

Reference Appendix A1 for details regarding Required Federal Clauses

METS REQUEST FOR PRICE QUOTES-

Name of Project: _____ **Date Quotes Sent:** _____

Name of Vendor: _____

Date of Quote: _____

Date: _____
Printed Name of Person Giving Quote & Acceptance of Required Federal Clauses in Appendix A1

Date: _____
Signature of Person Giving Quote & Acceptance of Required Clauses in Appendix A1

Date Quote Received back from vendor _____ By: _____
Procurer from METS

This purchase is to conform to 49 CFR Part 18 and 2 CFR 200.

**If the above transaction exceeds \$25,000, has METS Procurer searched the System for Award Management (SAM) website (<https://www.sam.gov/>) to ensure that excluded parties do not participate in the above transactions? YES _____
NO _____ Manager must attach printout of the results of the search.**

FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

These clauses are required because this procurement is funded in whole or in part by the United States Department of Transportation (USDOT), Federal Transit Administration. The requirements in these clauses are in addition to and, unless inconsistent and irreconcilable, do not supplant requirements found elsewhere in this Contract. If any requirements in these clauses are inconsistent with a provision found elsewhere in this Contract and is irreconcilable with such provision, the requirement in these clauses shall prevail.

ARTICLE FTA-1. DEFINITIONS

1.1 C.F.R. : The acronym referring to the United States Code of Federal Regulations, which contains regulations applicable to FTA grant recipients and their Vendors and subcontractors.

1.2 DOT : The acronym referring to the United States Department of Transportation. Also represented as USDOT.

1.3 EPA : The acronym referring to the United States Environmental Protection Agency. Also represented as USEPA.

1.4 FTA : The acronym referring to the Federal Transit Administration, a public transit regulatory unit of the USDOT, formerly known as the Urban Mass Transit Administration.

1.5 U.S.C. : The acronym referring to the United States Code.

ARTICLE FTA-2. ACCESS TO RECORDS, ACCESS TO CONSTRUCTION SITE, AND MAINTENANCE OF RECORDS

2.1 Access to Records. The VENDOR agrees to provide sufficient access to FTA and its Subcontractors to examine, inspect, and audit records and information related to performance of this Contract as reasonably may be required.

In accordance with 49 U.S.C. section 5325(g), the VENDOR agrees to provide METS, the Secretary of Transportation, the FTA Administrator, the Comptroller General of the United States, and any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Contract for the purposes of making audits, examinations, inspections, excerpts, and transcriptions

The VENDOR also agrees, pursuant to 49 C.F.R. section 633.15, to provide the FTA Administrator or the Administrator's authorized representatives, including any project management oversight ("PMO") Vendor, access to the VENDOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. section 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. sections 5307, 5309, or 5311

2.2 Access to the Sites of Performance. The VENDOR agrees to permit FTA and its Vendors access to the sites of performance under this Contract as may reasonably may be required

2.3 Reproduction of Documents. The VENDOR will retain, and will require its subcontractor at all tiers to retain, complete and readily accessible records related in whole or in part to this

Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontractor, arrangements, other third-party agreements of any type, and supporting materials related to those records.

2.4 Retention Period. The VENDOR agrees to comply with the record retention requirements in accordance with 2 C.F.R section 200.333. The VENDOR shall maintain all books, records, accounts, and reports required under this Contract for a period of not less than 3 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 records shall be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

The expiration or termination of this Contract does not alter the record retention or access requirements of this Section

ARTICLE FTA-3. BUY AMERICA

These provisions of this Article FTA-3 apply if the value of this Contract (including the value of any amendments) exceeds \$150,000.

3.1 Buy America Provision. The VENDOR agrees to comply with 49 U.S.C section 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless iron, steel, 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. §section 661.7.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented from time to time by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The VENDOR acknowledges that

this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

ARTICLE FTA-4. CARGO PREFERENCE

4.1 Cargo Preference—Use of United States-Flag Vessels the VENDOR agrees:

4.1.1 To use privately owned United States-Flag commercial vessels to ship at least 50 % 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;

4.1.2 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 loading 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 Section 4.1.1 above to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to METS; (through the VENDOR in the case of a lower-tier participating Subcontractor’s bill of lading); and

4.1.3 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.

- 4.2 Fly America Requirements** The VENDOR agrees to comply with 49 U.S.C. 40118 (the “Fly America Act”) in accordance with the General Services Administration’s regulations at 41 C.F.R part 301- 10, which provide that recipients and subrecipients of Federal funds and their Vendors 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 VENDOR 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 VENDOR agrees to include the requirements of this section FTA-4.2 in all subcontracts that may involve international air transportation.

ARTICLE FTA-5. EMPLOYEE PROTECTIONS - Not Applicable

ARTICLE FTA-6. DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

- 6.1** The VENDOR agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200 during the term of this Contract. By signing this Contract, the Consultant certifies that neither it nor its principals, affiliates, or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this Contract by any Federal department or agency. This certification is a material representation of fact upon which METS relies in entering this Contract. If it is later determined that the VENDOR knowingly rendered an erroneous certification, in addition to other remedies available to METS, the Federal Government may pursue available remedies, including suspension or debarment or both. The VENDOR shall provide to METS immediate written notice if at any time the VENDOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The VENDOR will include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE FTA-7. ENVIRONMENTAL STANDARDS AND PRACTICES

- 7.1 Clean Water Act.** For any project of \$150,000 or more, the VENDOR 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. sections 1251-1387. The VENDOR agrees to report each violation to METS and understands and agrees that METS will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (“EPA”) Regional Office. The VENDOR also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.
- 7.2 Clean Air Act Compliance.** For any project of \$150,000 or more, the VENDOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. sections 7401-7671q. The VENDOR agrees to report each violation METS and understands and agrees that METS will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The VENDOR also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

- 7.3 Energy Conservation.** The VENDOR 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 Federal Energy Policy and Conservation Act.
- 7.4 Recovered Materials.** The VENDOR agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with all the requirements of Section 6002 of the Resource Conservation and Recovery Act ("RCRA") as amended (42U.S.C. section 6962) and U.S. Environmental Protection Agency, "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

ARTICLE FTA-8. LOBBYING RESTRICTIONS

For any project of \$100,000 or more, the VENDOR is required to make the following certifications. The VENDOR must also require its Vendors or subcontractors to make the following certification in any Contracts or subcontracts valued at or above \$100,000.

- 8.1 Certification of Restrictions on Lobbying; Disclosure.** The VENDOR certifies, to the best of its knowledge and belief, that no Federal appropriated funds have been paid or will be paid by or on behalf of the VENDOR 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.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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 a Federal contract, grant, loan, or cooperative agreement, the VENDOR shall complete and submit the "Certification of Restrictions on Lobbying" form.

The VENDOR 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 METS has relied to enter this Contract. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. section 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.

By its signature on this Contract, the VENDOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, VENDOR understands and agrees that the provisions of 31 U.S.C. Section 3801, *et seq.*, apply to this certification and disclosure, if any.

ARTICLE FTA-9. SEISMIC SAFETY – Not applicable

ARTICLE FTA-10. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS

10.1 National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the VENDOR agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. §section 502 note, and to comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and other Federal requirements that may be issued.

ARTICLE FTA-11. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

11.1 Program Fraud and False or Fraudulent Statements or Related Acts. The VENDOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. section 3801 *et seq.*, and USDOT regulations, "*Program Fraud Civil Remedies*," 49 C.F.R. part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, the VENDOR 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 this Contract or the FTA-assisted project for which this work is being performed. In addition to other penalties that may be applicable, the VENDOR 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 VENDOR to the extent the Federal Government deems appropriate.

The VENDOR 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. chapter 53, the Federal Government reserves the right to impose the penalties of 18 U.S.C. section 1001 and 49 U.S.C. section 5323(l) on the VENDOR, to the extent the Federal Government deems appropriate.

The VENDOR agrees to include the above language in each subcontract under this contract, modified only to identify the Subcontractor that will be subject to the provisions.

ARTICLE FTA-12. CIVIL RIGHTS

Under this Contract, the VENDOR shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part hereof.

12.1 Nondiscrimination.

12.1.1 Nondiscrimination in Employment. 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 VENDOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including gender identity), age, or disability. In addition, the VENDOR agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

12.1.2 Nondiscrimination in Contracting. The VENDOR agrees and assures that it will abide by the following conditions, and that it will include the following assurance in every sub agreement and third-party contract it signs: (1) The VENDOR must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted sub agreement, third party contract, or third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26; and (2) the VENDOR must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted sub agreements, third party contracts, and third-party subcontracts, as applicable.

12.2 Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Contract:

12.2.1 Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. section 200e et seq., and federal transit laws at 49 U.S.C. § 5332, the VENDOR 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. section 2000e note, as further amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. section 2000e note. The VENDOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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 VENDOR agrees to comply with any implementing requirements FTA may issue.

12.2.2 Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. sections 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. section 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90 and Federal transit law at 49 U.S.C. section 5332, the VENDOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the VENDOR agrees to comply with any implementing requirements FTA may issue.

12.2.3 Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794, the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 *et seq.*, and Federal transit law at 49 U.S.C. section 5332, the VENDOR agrees that it will not discriminate against individuals on the basis of disability. In addition, the VENDOR agrees to 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, and any implementing requirements FTA may issue. The VENDOR will also ensure that accessible facilities (including vehicles and buildings) and services are made available to individuals with disabilities in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. section 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 *et seq.*, and any applicable implementing regulations.

12.3 Inclusion in Subcontracts. The VENDOR agrees to include the requirements of this article FTA-12 in each subcontract under this contract, modified only to identify the Subcontractor that will be subject to the provisions.

ARTICLE FTA-13. GENERAL PROVISIONS

13.1 Federal Changes. The VENDOR shall comply with the required FTA clauses set forth in this contract and with all applicable FTA regulations, policies, procedures and directives including, without limitation, those listed directly or by reference in the agreement between METS and FTA. The VENDOR's failure to comply with applicable FTA regulations, policies, procedures, and directives, as they may be amended or promulgated from time to time during the term of this contract, shall constitute a material breach of this contract.

13.2 No Obligation by the Federal Government. METS and the VENDOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this 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 METS, VENDOR, or any other party (whether or not a party to the Contract) pertaining to any matter resulting from this Contract.

The VENDOR agrees to include the preceding clause in each subcontract under this Contract, modified only to identify the Subcontractor that will be subject to the provisions.

13.3 Incorporation of FTA Terms. Specific provisions in this Contract include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by USDOT, as set forth in the most recent addition and any revisions of FTA Circular 4220.1 "Third Party Contracting Guidance," to the extent consistent with applicable federal laws, and in Appendix II of 2 C.F.R. part 200 are hereby incorporated by reference. Notwithstanding anything to the contrary in this contract, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. The VENDOR shall not perform any act, fail to perform any act, or refuse to comply with any

METS requests which would cause METS to be in violation of the FTA terms and conditions.

ARTICLE FTA-14. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- 14.1 Nondiscrimination.** Pursuant to 49 CFR part 26, the VENDOR, sub-recipient or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The VENDOR shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the VENDOR 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 METS deems appropriate. The VENDOR shall include this requirement in all subcontracts pursuant to this contract.
- 14.2 Prompt Payment.**
- 14.2.1 Reserved.
- 14.2.2 The VENDOR agrees to pay Subcontractors within ten (10) calendar days of the VENDOR's receipt of payment from METS for undisputed services provided by the Subcontractor. The VENDOR agrees to pay Subcontractors all undisputed retainage payments within ten (10) calendar days of completion of the work regardless of whether the VENDOR has received any retainage payment from METS. The VENDOR shall not postpone or delay any undisputed payments owed Subcontractors without good cause and without prior written consent of METS.
- 14.2.3 The VENDOR shall not, by reason of said payments, be relieved from responsibility for Work done by the Subcontractor and shall be responsible for the entire Work under this contract until the same is finally accepted by METS.
- 14.2.4 The VENDOR agrees to include in all subcontracts a provision requiring the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes.
- 14.2.5 The VENDOR will not be reimbursed for work performed by Subcontractors unless and until the VENDOR ensures that Subcontractors are promptly paid for work they have performed. Failure to comply with the provisions of this section FTA-14.2 may result in METS finding the VENDOR in noncompliance with the DBE provisions of this Contract.
- 14.3 DBE Good Faith Efforts** During the term of this contract, the VENDOR will continue to make good faith efforts to ensure that DBEs have maximum opportunity to successfully perform under the contract, and that the VENDOR meets its DBE commitment as set forth in its bid. These efforts shall include, without limitation, the following:
- 14.3.1 If the VENDOR requests substitution of a DBE subcontractor or supplier listed in its **Disadvantaged Business Enterprise Information and Certifications** form, the VENDOR shall exert good faith efforts to replace the DBE firm with another DBE firm subject to approval of METS.

- 14.3.2 The VENDOR shall not terminate for convenience any DBE Subcontractor or supplier listed in its **Disadvantaged Business Enterprise Information and Certifications** form (or an approved substitute DBE firm) and then perform the work itself or with its affiliates without prior written consent of METS.
- 14.3.3 If a DBE subcontractor or supplier is terminated or fails to complete its work on the contract for any reason, the VENDOR shall make good faith efforts to find another DBE firm to substitute for the original DBE firm.
- 14.3.4 Failure to comply with the provisions of this section FTA-14.3 may result in METS finding the VENDOR in noncompliance with the DBE provisions of this Contract and the imposition of Administrative Sanctions described in section FTA-14.6.

14.4 Reporting.

- 14.4.1 The VENDOR will submit monthly progress reports to METS reflecting its DBE participation.
- 14.4.2 All DBE billing, submitted during the reporting period, must be finalized and reported to METS prior to submission of the VENDOR'S payment application.
- 14.4.3 Any changes to the DBE Subcontractor list or their amounts must be reported to METS. Changes include; DBE firms removed, DBE firms added, changes to subcontract amounts, and DBE credit adjustments.
- 14.4.4 All payments made to DBE firms must be finalized and reported to METS within 10 days of receipt of payment from METS.
- 14.4.5 Failure to submit this report in a timely manner will result in a penalty of \$10 per late day per report and may also result in the imposition of Administrative Sanctions under section FTA-14.6, pursuant to METS' DBE policy and USDOT regulations. For the purposes of this section FTA-14.4, timely submittal means notice to METS Project Manager by the close of business on the fifteenth (15th) of the following month.

14.5 Review of Good Faith Efforts.

- 14.5.1 METS Equal Opportunity Officer will review the VENDOR's DBE progress reports to monitor and determine whether the utilization of DBE firms is consistent with the commitment of the VENDOR as stated in its bid.
- 14.5.2 If it is determined that the VENDOR's DBE utilization under the contract is not consistent with its commitment, the VENDOR will be requested, in writing, to submit evidence of its good faith efforts to meet the commitment. The VENDOR shall be given ten (10) working days to submit this documentation. Failure to respond shall place the VENDOR in non-compliance and subject to imposition of Administrative Sanctions as described in section FTA- 14.6.
- 14.5.3 The VENDOR's good faith efforts documentation will then be reviewed for accuracy, sufficiency and internal consistency. METS' staff shall make a determination as to the adequacy of the VENDOR's good faith efforts documentation and so inform the VENDOR. If it is determined that the VENDOR's good faith efforts documentation is acceptable, the VENDOR will be deemed to be in compliance with the DBE program.
- 14.5.4 If it is determined that the VENDOR's good faith efforts documentation is not acceptable, the VENDOR will be notified and be deemed to be in non-compliance with the DBE program.
- 14.5.5 Non-compliance by the VENDOR with the requirements of federal DBE regulations (49 CFR part 26) constitutes a breach of contract and may result in imposition of Administrative Sanctions as described in section FTA-14.6.

14.6 Administrative Sanctions.

- 14.6.1 If METS deems the VENDOR to be in non-compliance with the DBE requirements of this contract, METS will inform the VENDOR in writing, by certified mail, that sanctions shall be imposed for failure to meet DBE utilization goals and/or failure to submit documentation of good faith efforts. The notice will state the specific sanction to be imposed.
- 14.6.2 The VENDOR has five (5) working days from the date of the notice to file a written appeal to METS' Director. Failure to respond within the five (5) day period shall constitute a waiver of appeal. The Director or designee, at his or her sole discretion, may schedule a hearing to gather additional facts and evidence and shall issue a final determination on the matter within five (5) working days of receipt of the written appeal. There shall be no right of appeal to METS governing board.
- 14.6.3 Sanctions may include, without limitation: suspension of any payment or part due to the VENDOR for work that was identified to be performed by a DBE at the time of contract award, or of any monies held by METS as retained on the contract; denial to the VENDOR (including its principal and key personnel) of the right to participate in future contracts of METS for a period of up to three years; and/or termination of the contract for cause.

ARTICLE FTA-15. VETERANS PREFERENCE – Not Applicable

ARTICLE FTA-16. EXECUTIVE ORDER – SPECIAL DEPARTMENT OF LABOR EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION PROJECTS – Not Applicable

ARTICLE FTA-17. INTELLECTUAL PROPERTY RIGHTS – Not Applicable

ARTICLE FTA-18. SAFE OPERATION OF MOTOR VEHICLES

- 18.1 Seat Belt Use.** The VENDOR agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402note, (62 Fed. Reg. 19217), by:
- (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and
 - (2) Including a “Seat Belt Use” provision in each third-party agreement related to this Contract.
- 18.2 Distracted Driving, Including Text Messaging While Driving.** The VENDOR agrees to implement Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009; and U.S. DOT Special Provision pertaining to Distracted Driving by:
- (1) The VENDOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle the VENDOR owns, leases, or rents, or a privately-owned vehicle when on official business in connection with this Contract or when performing any work for or on behalf of this Contract.
 - (2) The VENDOR agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - (3) The VENDOR agrees to include the preceding “Distracted Driving, Including Text Messaging While Driving” provisions in each third-party agreement related to this Contract.

ARTICLE FTA-19. TELECOMMUNICATIONS CERTIFICATION

The VENDOR certifies through the signing of this contract that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), the VENDOR does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The VENDOR will include this certification as a flow down clause in any contract related to this Contract.

ARTICLE FTA-20. RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

- 20.1** When applicable contracts in excess of \$175,000, and all nonprocurement transaction, as defined in 2 C.F.R. §§ 180.220 and 1200.220, in excess of \$25,000 will contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where VENDORS violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures. Specific language for dispute resolution will be provided in any resultant contract of the successful proposer.
- 20.2** ***Notification to FTA; Flow Down Requirement.*** If a current or prospective legal matter that may affect the Federal Government emerges, the VENDOR must promptly notify METS and FTA's Region 5 Office's FTA Chief Counsel and Regional Counsel. The VENDOR must include these requirements as a flow down clause in any subcontract related to this Contract.
- 20.2.1 The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.