



## REQUEST FOR QUOTES

Two (2) Hybrid - Sport Utility Vehicles



**METS Admin Vehicles Project**

**RFQ-010-12-25**

January 29, 2025

Metropolitan Evansville Transit System  
**REQUEST FOR QUOTES**

Metropolitan Evansville Transit System -- Full Size - Sport Utility Vehicle

**NOTICE TO VENDORS**

The Metropolitan Evansville Transit System is accepting sealed quotes for two (2) hybrid sport utility vehicles. The quotes will be publicly opened and read aloud at 1:30 p.m. CDT on Thursday, February 27, 2025 at the regularly scheduled meeting of the Board of Public Works (hereto after referred to as "Owner"), Room 301, Civic Center Complex, 1 N.W. Martin Luther King, Jr. Boulevard, Evansville, Indiana 47708. Vendors may take quotes directly to the meeting but must hand deliver the quotes to the Board Secretary prior to the commencement of the meeting at 1:30 p.m. CST.

**Any quote delivered before 1:15 p.m. CDT on Thursday, February 27, 2025 must be delivered to the Purchasing Department Office, Room 323, Civic Center Complex, 1 N.W. Martin Luther King, Jr. Boulevard, Evansville, Indiana 47708.**

**Mark outside of envelope containing quotes with the following:**

*(Vendor Name)*

**METS Admin Vehicles Project**

**RFQ 010-12-2025**

**Opening Thursday, February 27, 2025**

Minimum specifications for vehicles are detailed beginning on page 10 of this document.

**QUOTATIONS**

All prices shall be Free On Board (FOB), Metropolitan Evansville Transit System, 601 John St, Evansville, Indiana 47713.

1. The Vendor shall state any discounts to apply. Discounts must be shown for individual items unless all items have the same percentage of discounts.
2. Firm quotes are required unless specifically designated otherwise. Any quote which is subject to an open or unlimited escalator clause may be rejected.
3. The Owner reserves the right to award on a line item basis or lump sum basis whichever is in the best interest of the Owner.
4. Quotes shall be awarded to the lowest responsive and responsible Vendor taking into consideration reliability, productivity, and cost of maintenance, quality, performance and time of delivery.
5. If the bid is over \$100,000 for the contractor and/or any subs, the contractor or the sub/s whose amount is over the \$100,000 is to complete a Compliance with Federal Lobbying Certification.
6. For all quotes over \$25,000, METS will search the System for Award Management (SAM) website (<https://www.SAM.gov/>) to ensure that parties have not been debarred, suspended, and/or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

### **RIGHT OF REJECTION**

The municipality reserves the right to reject all RFQs in their entirety. Furthermore, the Board/City reserves the right to hold the quote of the three (3) lowest Contractors for a period of sixty (60) calendar days from and after the time of the opening. The municipality reserves the right to award the contract in any manner deemed in the best interest of its citizens.

### **AWARD**

It is the intent of the Owner to award the purchase of a total of two (2) hybrid sport utility vehicles.

The Owner reserves the right to choose any number of vehicles, any type of vehicle, and any combination of equipment on each vehicle so as to provide the Owner with most useful vehicle for the most reasonable price. The Owner reserves the right to purchase vehicles from multiple Vendors based on the low quote for each type of vehicle, all to the advantage of the Owner.

### **PUBLIC BID OPENING PROCEDURES**

1. The purpose of a public opening is for a reading of quotes 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
  - b. Price per vehicle.
3. Quotes or related documents may not be reviewed at the bid opening. No discussion of any nature concerning brand names, deliveries, samples, etc., can be entered into between any Owner personnel and any Vendor personnel during or after the bid opening until the evaluation of quotes has been completed and a recommendation for award has been made.
4. A copy of the bid tabulation will be available to review in the Metropolitan Evansville Transit System Administrative Offices 601 John St., Evansville, IN 47713 between the hours of 8:00 a.m. and 2:00 p.m. CST and the City/County Purchasing Department, Room 323, Civic Center Complex 1 NW M. L. King Jr. Blvd between the hours of 8:00 a.m. and 5:00 p.m. upon completion of the recommended award.
5. Vendors who wish to review or request copies of quotes may do so by contacting the Purchasing Department @ 812-436-4961 or at the above address and time. A fee may be charged for paper copies.

### **MANUFACTURER DATA**

Each vendor shall submit the following data on the vehicle included in the attached proposal form.

1. Manufacturer, Model and Supplier.
2. A statement that the proposed vehicle conforms to the specifications or a statement indicating any exceptions to the specifications.
3. Vendor must include the nearest factory authorized parts and service facility. Any Vendor whose vehicle's repair facilities are located more than 3 (three) miles from the corporate limits of the City of

Evansville may be required, during the life of the warranty, to pick up and deliver the vehicle requiring service at no additional cost to the Owner. The address and business name of the service facility must be specified.

4. Vendor must submit with their quote manufacturer specifications on the proposed materials. The manufacturer specifications/brochures must identify the items quoted and other required data as outlined herein.

#### **MODIFICATION AND WITHDRAWAL OF BIDS**

Quotes may be modified or withdrawn by an appropriate document duly executed (in the manner that a quote must be executed) and delivered to the place where quotes are to be submitted at any time prior to the opening of quotes.

If, within 24 (twenty-four) hours after quotes are opened, any Vendor files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its quote, that Vendor may withdraw its quote. Thereafter, that Vendor will be disqualified and ineligible to provide any additional quotes for the project.

#### **SPECIFICATIONS**

The Vendor is responsible for coordinating the purchase of all accessories or additional equipment as well as the installation of said equipment so as to deliver a finished product to the Owner within the time allowed. The Vendor shall be ultimately responsible for the final appearance of all mounted accessories and equipment to the satisfaction of the Owner.

1. The specifications of the various vehicle types, equipment and accessories are compatible to the best knowledge of the Owner. The Vendor is responsible for ensuring the accuracy of the information listed within the specifications prior to submitting a quote. Inaccurate make, models, or part numbers within the specifications will not be reason for changes to the dollar amounts once quotes are received and accepted. The Vendor must confirm compatibility of all equipment and accessories prior to submitting a quote.
2. Any party responding to a bid, request for proposal, or quote for any contract with the Owner or City of Evansville shall be required to disclose any current adversarial litigation, contract dispute, or other adversarial proceeding against the Owner or City of Evansville or any of its departments or agencies.

#### **CONTACT WITH MUNICIPALITY EMPLOYEES**

There shall be no verbal discussion of any nature concerning this RFQ between any Vendor and City employees, and/or Board Members before, during or after the public opening.

To ensure a fair and objective evaluation of quotes all questions, clarifications, or discrepancies shall be directed to Jonathan Siebeking, Director, via email at [jsiebeking@evansville.in.gov](mailto:jsiebeking@evansville.in.gov) by Monday, February 17, 2025 such that a response may be provided and distributed to all prospective Vendors by Wednesday February 19, 2025.

#### **VEHICLE DELIVERY**

All vehicles shall be delivered to the Owner as a finished product complete with all equipment and accessories no later than one hundred eighty (180) days from notice of award or a proposed and approved delivery date.

### **LIQUIDATED DAMAGES**

Vendor must recognize that time is of the essence regarding delivery of the new vehicles and that the Owner will suffer financial loss if the vehicles are not delivered within the time specified. They also recognize the delays, expense, and difficulties involved in proving a legal arbitration preceding the actual loss suffered by the Owner if the vehicles are not delivered on time. Accordingly, instead of requiring any such proof, Owner and Vendor agree that, as liquidated damages for delay (not as a penalty), Vendor shall pay Owner \$50.00 (fifty dollars) for each day that expires after the specified time of delivery.

### **CONFLICT OF INTEREST DISCLOSURE**

The Conflict of Interest Disclosure Statement included herein is a condition of the quote. This form shall be filled out by the Vendor even if no conflicts exist and returned with quote.

### **LAWS**

In regards to contract performance, Vendors shall comply with all applicable federal, state, and local laws, ordinances and regulations.

### **SUBCONTRACTORS**

The Municipality intends to contract with one prime Contractor who will be solely responsible for contractual performance. In the event the prime Contractor utilizes one or more subcontractors, the prime Contractor will assume any/all responsibility for performance of services by the subcontractor(s). Additionally, the City of Evansville must be named as a third party beneficiary in all subcontracts.

A list of all subcontractors proposed to take part in the performance of the contract must be provided to the City of Evansville for approval prior to contract execution. This request may require that sufficient financial or background information pertaining to included subcontractors be provided.

To the degree available, the subcontractor list and corresponding financial/background information should be included in an appendix with the proposal response.

The City of Evansville reserves the right to limit and/or reject any and all subcontractors.

### **E-VERIFY PROGRAM**

Pursuant to Indiana Code 22-5-1.7-11 (b)(2) the Contractor shall provide documentation that it has enrolled 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.

### **PROTESTS**

Protests will be accepted from prospective bidders or offerors whose direct economic interest would be affected by the award of a contract or by failure to award a contract. METS Director will consider all protests or objections filed in a timely manner regarding the award of a contract, whether submitted before or after award. If the protest is oral and the matter cannot be otherwise resolved, written

confirmation of the protest will be requested. Protest submissions should be concise, logically arranged, and clearly state the grounds for the protest. Protests must include at least the following information:

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

Protests must be filed with METS in accordance with its procedures and time requirements. The protest to METS must be complete and contain all the issues that the protester believes relevant. Failure to include an issue in the protest to METS will preclude raising the issue to FTA, if the protest is appealed to that agency. Following an adverse decision by METS, the protester may file a protest with FTA under certain limited circumstances listed in paragraph below, if the Contract is being funded by an FTA grant.

### **Protests Before Award**

Bid protests regarding restrictive specifications or alleged improprieties in the solicitation must be submitted in writing three (3) business days prior to bid opening or closing date for receipt of proposals. If the written protest is not received by the time specified, award may be made in the normal manner unless the Director, upon investigation, finds that remedial action is required, in which event such action should be taken. Oral protests not followed up by a written protest will be disregarded.

Notice of a protest and the basis therefore will be given to all bidders or offerors who have a reasonable prospect of receiving an award. In addition, when a protest against the making of an award is received and the Director determines to withhold the award pending disposition of the protest, the bidders or proposers whose bids or proposals might become eligible for award should be requested, before expiration of the time for acceptance of their bids or proposals, to extend the time for acceptance (with consent of sureties, if any) to avoid the need for re-advertising. METS will provide a written response to each material issue raised in the written protest.

Where a written protest against the making of an award is received in the time specified, award will not be made prior to five (5) business days after resolution of the protest or, if a protest has been filed with FTA while the protest is still pending, unless METS determines that:

1. The items to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make award promptly; or
3. Failure to make award will otherwise cause undue harm to METS or the Federal Government.

If award is made, the Director will document the file to explain the need for an award, and will give written notice of the decision to proceed with the award to the protester and, as appropriate, to others concerned.

### **Protests After Award**

A protest after award must be made in writing and received by the Director within three (3) business days after the posting of the Notice of Award is made to participating bidders. Protests will only be considered for reasons other than restrictive specifications or alleged improprieties in the solicitation.

### **Appeals or Requests for Reconsideration**

Appeals and requests for reconsideration must be sent to the CEO within five (5) business days after issuance of a final decision by the Director. The CEO will issue his decision within ten (10) business days after receipt.

### **Protests to FTA**

Under certain limited circumstances, an interested party may protest to FTA the award of a Contract pursuant to an FTA grant. FTA's review of any protest will be limited to:

- A METS failure to have or follow its protest procedures, or its failure to review a complaint or protest; or
- Violations of Federal law or regulation.

### **Time for Filing**

1. Protesters shall file a protest with FTA not later than five (5) business days after a final decision is rendered under METS protest procedure. In instances where the protester alleges that METS failed to make a final determination on the protest, the protesters shall file a protest with FTA not later than five (5) business days after the protester knew or should have known of METS failure to render a final determination on the protest.
2. METS shall not award a contract for five (5) business days following its decision on a bid protest except in accordance with the provisions and limitations. After five (5) business days, METS shall confirm with FTA that FTA has not received a protest on the Contract in question.

### **Submission of Protest to FTA**

1. A protestor must exhaust all administrative remedies with METS by following the protest procedures to completion, before appealing to FTA.
2. Protests to FTA should be filed in accordance with FTA Circular 4220.1F (as periodically updated) with the FTA Regional Office. A concurrent copy of the protest must be sent to METS. The protest filed with FTA shall:
  - Include the name and address of the protestor.
  - Identify the METS project number and the number of the Contract solicitation.
  - Contain a statement of the ground for the protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully supported to the extent possible.
  - Include a copy of the local protest filed with METS and a copy of METS decision, if any.

## **VENDOR CHECKLIST**

In order to be accepted as a valid quote, the following items MUST be included with your quote, along with any other information requested in the specifications.

These items should be presented in the same order that they appear on this list.

1. Quote Tabulation Page Page 13 \_\_\_\_\_
2. Minimum Specification Chart Page 10 - 11 \_\_\_\_\_
3. Manufacturer Sales Brochure \_\_\_\_\_
4. Warranty information \_\_\_\_\_
5. Appendix B Forms Signed \_\_\_\_\_



## SUV QUOTE SPECIFICATIONS

### I. SCOPE:

These specifications are intended to cover the furnishing, delivery and set-up of two (2) hybrid sport utility vehicles. Complete units shall consist of all items necessary to provide operation of same.

The fact that every item constituting the construction of a complete unit is not specifically mentioned nor described will be interpreted to mean that the vendor shall install items that conform to the best known engineering standards of the trade, relative to design, strength, quality and workmanship. Furthermore, each unit delivered is to be fully equipped with all the manufacturer's standard equipment and accessories. This equipment must meet the latest federal safety regulations. **Vendors are required to submit a list of all standard features/equipment of the vehicle quoted.**

**Any reference made to any manufacturer or brand name is not to be construed as a limiting factor in the quote, but is meant to show the minimum scope and quality of the product to be quoted.**

### II. TRADE-INS

No Trade In

### III. SUBSTITUTE "OR APPROVED EQUAL" ITEMS

All items marked within the specifications that state "or approved equal" will allow the Owner, at its sole discretion, to determine whether the submitted item is acceptable as a substitution of the stated item. The Owner may include various pieces of literature describing equipment listed in the bid specifications. This literature is not intended in any way to be biased or promotional towards any specific brand or vendor; it is included as reference only so it may be used for describing the type of equipment the Owner wishes to purchase.

### IV. ACCEPTABLE VEHICLES FOR THIS QUOTE

It is the policy of the City to accept any vehicle that meets the minimum specifications and warranty requirements shown below in paragraphs V and VI. This could mean that if a dealer has a vehicle that meets our specifications and this vehicle is not new or current year model that they may submit this vehicle for consideration. All vehicle information shall be provided to the Board at the time of submittal. This shall include a complete vehicle history report on any proposed used vehicle. No vehicle that has any flood damage or previously considered "totaled" or "salvaged" will be considered.

### V. MINIMUM SPECIFICATIONS – SUV OR EQUIVALENT

Items 1-17, are considered to be necessary by the department and are required to be included into price given under Bid Tabulation. (If providing a proposed equivalent to the minimum specifications, place the item in the respective Proposed Equivalent column. Each item will be looked at by the Owner

## SUV QUOTE SPECIFICATIONS

to determine if they will accept as an equivalent. The Board will have final say as to if the proposed equivalent meets their need and or specifications.)

<u>Minimum Specifications for SUV</u>		<u>Proposed Equivalent</u>	
<b>1</b>	Body Spec. Length - At least 194" Width- At least 76" Height – At least 70"	<b>1</b>	
<b>2</b>	Engine – 4, 6, or 8 cyl Gasoline Hybrid Electric – note if turbo equipped.	<b>2</b>	
<b>3</b>	Automatic Transmission w/four-wheel drive or all-wheel drive electronic controlled – Auto Locking Hubs.	<b>3</b>	
<b>4</b>	Towing package Min 4,500 lbs. including wiring for trailer lights.	<b>4</b>	
<b>5</b>	Remote start.	<b>5</b>	
<b><u>HEATER &amp; AIR CONDITIONING</u></b>			
<b>6</b>	Factory installed HVAC with defroster and rear window defroster required.	<b>6</b>	
<b><u>INTERIOR</u></b>			
<b>7</b>	Cloth Seats with third row seating and all-weather Floor Mats.	<b>7</b>	
<b>8</b>	Cruise Control and AM/FM Radio w/ Bluetooth with wireless Apple CarPlay and Android Auto.	<b>8</b>	
<b>9</b>	Two-way radios - installed and concealed (must be compatible/operational and prograded with METS and City Transportation and Services’ current icom radio system). Drivers dash area hand mic and speaker, if unit cannot be accessed, controlled, or heard clearly easily from drivers’ seat. Antenna required.	<b>9</b>	
<b><u>DOORS, GLASS &amp; MIRRORS</u></b>			
<b>10</b>	Side and rear windows are to be tinted	<b>10</b>	
<b>11</b>	Door Locks, Windows, and Mirrors (Power)	<b>11</b>	
<b><u>EXTERIOR VEHICLE</u></b>			
<b>12</b>	Available base paint colors must be listed – Base color to be determined later, working with Vendor.	<b>12</b>	
<b>13</b>	Rust Proofing and Undercoating	<b>13</b>	
<b><u>EXTERIOR VEHICLE continued</u></b>			
<b>15</b>	EXTERIOR LIGHTING required:	<b>15</b>	

## SUV QUOTE SPECIFICATIONS

	<p>FRONT - (2 or 4, depending on turn signal configuration) Clear Strobe bulbs concealed within front turn signal assembly so as to be visible from front or sides - to be amber in color when illuminated</p> <p>REAR - (2) Clear Strobe bulbs concealed within tail-light assembly so as to be visible from rear or sides - to be red in color when illuminated.</p> <p>POWER and CONTROL - All power packs to be mounted neatly concealed with all control modules mounted neatly under the dash within easy reach of the driver. 1 control switch, drivers' side - center dash mounted, for control all strobe lights.</p>		
<b>16</b>	Aluminum Wheels	<b>16</b>	
<b>17</b>	Spare Tire	<b>17</b>	

### Proposed - Value Added Items

<b>V1</b>		<b>V4</b>	
<b>V2</b>		<b>V5</b>	
<b>V3</b>		<b>V6</b>	

## VI. WARRANTY

**All warranties shall begin from the day of vehicle delivery and must be at least.**

**Bumper to Bumper 3 year / 36,000 miles**

**Powertrain 5 year/ 60,000 miles**

**Hybrid 7 year / 100,000 miles**

**Roadside Assist 2 year/ 24,000 miles**

**Corrosion 5 year/ unlimited miles**

## **SUV QUOTE SPECIFICATIONS**

### **VII. POINT OF DELIVERY**

Metropolitan Evansville Transit System  
601 John St  
Evansville, Indiana 47713

### **VIII. ADDITIONAL INFORMATION**

1. All manufacturer service, repair and maintenance manuals are to be provided at time of delivery for model quote.
2. Selected Vendor is to provide complete operational installation as per the manufacturer's specifications
  - Upon completion of installation, vendor is to provide all necessary employees training on the proper operation and maintenance of the unit at no additional charge.

**SUV QUOTE SHEET**

**[PLEASE MAKE THIS PAGE 1 OF YOUR SUBMISSION]**

**Provide Quote for each of the following. This project may be awarded for all or some locations and all or some work depending on available funding.**

**Price quotes are to be received by 1:30 p.m. CDT on Thursday, February 27, 2025**  
(All delivery and/or all freight charges are to be included in base quote cost.)

1. **TOTAL PRICE for each vehicle: (TO BE READ ALOUD)** \$ \_\_\_\_\_  
*(Numeric)*

\_\_\_\_\_  
*(Written)*

Manufacturer: \_\_\_\_\_

Supplier: \_\_\_\_\_

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Current Mileage: \_\_\_\_\_

Current Location of Vehicle: \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**Appendix B**

**EQUAL EMPLOYMENT OPPORTUNITY**  
(Signed form must be submitted with Proposal)

During the performance of the contract, 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 American's with Disabilities Act and the rules and regulations promulgated there under.

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 canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts.

\_\_\_\_\_  
Contractor Representative (please print)

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Contractor Address

\_\_\_\_\_  
Date

# **INDIANA LEGAL EMPLOYMENT DECLARATION**

**(Signed form must be submitted with Proposal)**

The State of Indiana has enacted a law (I.C. 22-5-1.7-11) 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

**PLEASE SEE <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES> FOR INSTRUCTIONS AND ELECTRONIC REGISTRATION FOR E-VERIFY.**





**CONFLICT OF INTEREST / FAMILIAL DISCLOSURE FORM**

**Project:** \_\_\_\_\_

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

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 Contractor (a "Contractor 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 Contractor 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 Contractor Party and any employee or member of any City Department or board.

As the Contractor, I understand that completing this form and self-disclosing potential conflicts of interest does not necessarily disqualify a Contractor, 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 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(s):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Contractor/Bidder:** \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**BEFORE ME**, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ of \_\_\_\_\_, who having been duly sworn, acknowledged and affirmed that they did sign said instrument as such officer or authorized agent for and on behalf of \_\_\_\_\_, and by authority granted by such entity, that the same is their free act and deed and the free act and deed of said entity.

**WITNESS** my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

My commission expires: \_\_\_\_\_ Notary Public  
My County of residence is: \_\_\_\_\_  
\_\_\_\_\_ County, State of \_\_\_\_\_ Name of Notary Public

*Certification of Restrictions on Lobbying*

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, of \_\_\_\_\_

Name & Title

Name of Firm

hereby certify 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, "Disclosure Form to Report Lobbying," in accordance with its instruction as amended.
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.
4. The undersigned acknowledges that this certification is a material representation of fact, upon which reliance is placed at the time that the transaction concerned herewith was made or entered into, and that submission of this certification is a prerequisite for making or entering into such transaction imposed by Section 1352, Title 31, U.S. Code as amended. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure.
5. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 US Code A3801, et seq., apply to this certification and disclosure, if any.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_

Signature & Title of Authorized Official

# *DBE Participation*

## FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror is utilizing a DBE \_\_\_\_\_ Yes \_\_\_\_\_ No

\_\_\_\_\_ The bidder/offeror is committed to a minimum of \_\_\_\_\_ % DBE utilization on this contract.

Name of bidder/offeror's firm: \_\_\_\_\_

State Registration No. \_\_\_\_\_

By \_\_\_\_\_  
(Signature) Title

## FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of DBE firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Description of work to be performed by DBE firm:

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The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ \_\_\_\_\_.

### **Affirmation**

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By \_\_\_\_\_  
(Signature) (Title)

**If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void**



Todd M Robertson  
Chief Executive Officer

STEPHANIE TERRY  
Mayor

Jonathan M Siebeking  
Director

Appendix B

METS REQUEST FOR PRICE QUOTES-

If vendor price quote 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, Circular 4220.1F*, and according to 49 CFR and 2 CFR 200.

Reference Appendix B 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 B

\_\_\_\_\_ Date: \_\_\_\_\_

Signature of Person Giving Quote & Acceptance of Required Clauses in Appendix B

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.**

Phone (812) 435-6166  
TTY relay assistance (800)743-3333

601 John Street  
Evansville, Indiana 47713

Fax (812) 435-6159  
[www.evansville.in.gov/METS](http://www.evansville.in.gov/METS)

## 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**

- 5.1 Davis-Bacon Act**, as amended (40 U.S.C. §§ 3141 – 3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141 – 3144, and 3146 – 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of a public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.
- 5.2 Contract Work Hours and Safety Standards Act** (40 U.S.C. §§ 3701 – 3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or 64 materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

## **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 subagreement 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 subagreement, 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 subagreements, 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 (15<sup>th</sup>) 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.