



**Midland Odessa Urban Transit District
Invitation For Bid: MOUTD_2025_01
Asphalt Parking Area
10300 Younger Road
Midland, Texas 79706**

The enclosed Invitation for Bid construction services parking area:

IFB # 2025-01

Notice to Proposers

Request for Proposals

- I. Purpose
- II. Proposed Solicitation and Awards Schedule
- III. Contract Period and Renewals
- IV. Midland Odessa Urban Transit District (MOUTD) Background
- V. Scope Of Work
- VI. Site Visit
- VII. Minimum Qualification Requirements
- VIII. Proposal Requirements
 - A. General Requirements
 - B. Special Requirements
- IX. General Terms and Conditions

APPENDIX A - Vendor Identification Form

Exhibit A – DBE Program and Goals

Attachment 1 – PTN-130: Consolidated Certification Form (Federal Clauses)

NOTICE TO PROPOSERS

Request for Sealed Bid addressed to the Midland Odessa Urban Transit District (MOUSD) will be received in the EZ-Rider Office, 10300 Younger Road, Midland, Texas 79706, until 3:00PM CST, **Wednesday, November 27, 2024**, for furnishing MOUSD with the following items:

<u>Item</u>	<u>Solicitation No.</u>
Parking lot pavement services for MOUSD parking	MOUSD_2025_01

Bids will be accepted in person, by United States Mail, or by private courier service. Proposals will **not** be accepted via oral communication, telephone, electronic mail, telegraphic transmission, or facsimile transmission. Proposals may be withdrawn prior to the above scheduled time set for closing but not after said closing.

Once submitted, bids become the property of MOUSD, and as such, MOUSD reserves the right to use any ideas contained in any response regardless of whether that company is selected. Submission of a bid in response to this request, by any Proposer, shall indicate that the Proposer has accepted the conditions stated in the request, unless clearly and specifically noted in the Proposal submitted and confirmed in the agreement between MOUSD and the successful Proposer.

All potential Proposers should register for their bid packet with Robert Green at rgreen@ez-rider.org or by mail at 10300 Younger Road, Midland, Texas 79706. Registration shall require the name of the Proposer's company or individual, mailing address, email address, telephone number, and name and title of contact person. On receipt of registration, specifications and proposal forms will be provided by MOUSD via email.

Date: November 13, 2024

Project: Heavy base and asphalt parking area 31,250 sf

Proposal Submission: Bids will be received until 3:00 pm CST on November 27, 2024
All Bids must be clearly labeled "Asphalt Parking Area"

Project Manager: Name: Robert Green
Email: rgreen@ez-rider.org Phone: (432) 561-9990

INVITATION FOR BID

I. PURPOSE

MOUSD invites experienced professional and licensed paving companies to submit proposals to do the asphalt parking area at 10300 Younger Road, Midland, TX 79711.

II. PROPOSED SOLICITATION AND AWARD SCHEDULE

MOUSD proposes the following solicitation and award schedule:

EVENT	DATE
Issuance of IFB	November 11, 2024
Deadline for IFB Questions and Requests for Clarification	November 18, 2024
MOUSD Responses to Questions and Requests for Clarification Due	November 21, 2024
Bids Due	November 27, 2024
Bid Opening	November 27, 2024
Selection and Award	November 29, 2024

III. CONTRACT PERIOD AND RENEWALS

The term of any contract resulting from this IFB will be from November 29, 2024, (or from the date the agreement is executed) to December 28, 2024, so as to ensure that the parking lot pavement work is completed within the period of four (4) weeks from the date the work starts, preferably within one week of the execution of the contract.

IV. MOUSD BACKGROUND

In 2001, the Midland Odessa Urban Transit District (MOUSD) was established through an interlocal agreement between the cities of Midland and Odessa, Texas. MOUSD operates the EZ-Rider transit system in the urbanized areas of the cities of Odessa and Midland, Texas. Service began in 2003 with six fixed routes in each city and complementary paratransit service. Later, a commuter bus service route between the two cities was added,

first under contract with All Aboard America to provide trips between the downtown transfer plazas before being brought in-house.

Currently the EZ-Rider system is comprised of six fixed routes, complementary paratransit routes, and a commuter route serving each city. Service is provided Monday through Friday, 6:15 am – 7:10 pm, and on Saturday from 8:15 am – 4:10 pm. The system has a downtown transfer plaza in each city where all fixed route buses meet every hour. The EZ-Rider transit system is operated out of offices and maintenance facilities located at 10300 Younger Rd, Midland, Texas 79706. This facility provides administrative offices, a maintenance area, equipment storage, and a vehicle fueling area, as well as a connecting terminal where passengers may purchase tickets. Additional details regarding EZ-Rider may be found on its website at <http://www.ez-rider.org/home.html>.

V. SCOPE OF WORK

MOUSD is soliciting a contractor for a professional parking lot paving company to prep area and install heavy base and asphalt parking area of 31,250 sf at our location: 10300 Younger Road, Midland, TX 79711.

MOUSD needs the services of a parking lot paving contractor to perform the following activities:

- a. Installation of Heavy base for asphalt.
- b. Saw cut and off haul 250' existing curb and gutter.
- c. Remove and off haul existing soil as needed for new base and asphalt
- d. Provide and place 6" 2 flex base on subgrade, adding water throughout to reach desired moisture content.
- e. Prime with CSS-1H
- f. Provide and place 2" compacted Forti-fi Reinforced Type D Asphalt
- g. Stripe areas with commercial grade traffic paint including ADA & parking signs

VI. SITE VISIT

Interested bidders are required to personally visit the work site before submission of their proposal. They may contact Robert Green, Director of Maintenance and Facilities, on phone number 432-214-9003 or email rgreen@ez-rider.org to set up an appointment for the site visit.

VII. MINIMUM QUALIFICATION REQUIREMENTS

The following are minimum requirements for a contractor to be selected for the supply and installation of a new asphalt parking lot.

- a. The contractor must be licensed, bonded and insured.
- b. The contractor must have at least 5 years of experience in asphalt
- c. The contractor must have contracting, execution, and permitting experience.
- d. The contractor must have general working knowledge of local utilities and electrical contractors as power and lights will be installed in conjunction with asphalt installation.

A. GENERAL REQUIREMENTS

1. To be considered for selection, bidders must submit a complete response to this IFB.

Bids will be accepted in person, by United States Mail, or by private courier service. At our location: 10300 Younger Road, Midland, TX Proposals will **not** be accepted via oral communication, telephone, electronic mail, telegraphic transmission, or facsimile transmission.

NOTE: A bidder may submit no more than (1) proposal in response to this IFB

2. Proposals shall be signed by an authorized representative of the bidder. All information requested should be submitted. Failure to submit all the information requested may result in the organization requiring prompt submission of missing information and/or getting a lowered evaluation of the proposal. Proposals which are substantially incomplete may be rejected by MOUTD.

3. Proposals should be prepared simply, as thorough and detailed as possible, providing a straightforward, concise description of capabilities to satisfy the requirements of the IFB so that MOUTD may properly evaluate the bidder's capabilities to provide the required services. Emphasis should be placed on completeness and clarity of content.

4. All responses are to be submitted on standard 8.5" X 11" paper size, in 12-point font minimum type. Bidders shall respond to the items in the order they are shown in the IFB. The response should describe the most favorable terms and shall remain firm for 60 days from the bid opening date. Prices should be submitted exclusive of all federal, state, and local taxes.

5. All documentation submitted with the proposal should be contained in that one single volume.
6. Ownership of all data, materials and documentation originated and prepared for this IFB by any bidder shall belong exclusively to MOUTD.

B. SPECIAL REQUIREMENTS

All pages of the bid should be numbered, and the following are typical services and/or items that a successful bidder will be required to provide MOUTD, if awarded the contract, and should be addressed in the proposal in the following order:

1. Bid cover page: Please complete the proposal Cover page and also the MOUTD Vendor Identification form included as an attachment (Appendix A) to the IFB.
2. Provide a brief description and history of your organization.
3. Include a statement that the bidder understands MOUTD requirements for this IFB.
4. Following required Attachments (must be submitted to MOUTD along with the proposal)
 - a. Completed and signed IFB Cover Page
 - b. Completed and signed Vendor Verification form included as Appendix A to this IFB.
 - c. Copy of current business license to operate
 - d. Copy of current certificate of insurance
 - e. Completed and signed W-9 Form

APPENDIX 1
COVER PAGE/VENDOR IDENTIFICATION

Solicitation Issue Date: Wednesday, November 13, 2024

Solicitation Closing Date: Wednesday, November 27, 2024

Issued By: Midland Odessa URBAN Transit (MOUTD)

Address: 10300 Younger Road Midland Tx 79782

Telephone: 432-561-9990

Unless otherwise stated, the unit price shall be the net price. Separate unit and total prices must be shown if applicable.

Site Visits: For scheduling a site visit please contact Robert Green Director Maintenance/Facilities at 432-214-9003 or email rgreen@ez-rider.org

MOUTD reserves the right to waive informalities or irregularities, to reject any or all proposals received, to accept the proposal deemed best for the organization, and or request a new proposal, if necessary

Payment terms: Net 30 from the date the invoice is received by accounts payable.

In compliance with this IFB and to all the conditions imposed herein, the undersigned offers and agrees to furnish the service in accordance with the attached signed proposal or mutually agreed by subsequent negotiation.

Vendor Identification:

Company Name: _____

Mailing address: _____

Telephone _____

Email address: _____

Print Name	Title	Authorized Signature	Date
_____	_____	_____	_____

**EXHIBIT A
DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS**

MOUSD’s FY24, FY25, FY26 DBE Goal is 0.0%.
For assistance or with questions concerning the provisions in this Exhibit, contact Kayleen Hamilton, DBE Liaison at (432) 561-9990.

TABLE OF CONTENTS

- [1. Definitions and Interpretations](#)8
- [2. Banks and Financial Institutions](#)8
- [3. Certification and Directory of DBEs](#)8
- [4. Credit Toward Goals](#)9
- [5. DBE Modifications or Substitutions](#)9
- [6. Demonstration of Good Faith Effort](#)9
- [7. Offeror’s DBE Obligation](#)11
- [8. Prompt Payment Documentation and Reporting](#)11
- [9. Sanctions for Noncompliance with MOUSD’s DBE Program Provisions](#)12
- [10. Submission of SubContractor Utilization Forms and Related Documentation](#)12
- [11. Vendor Compliance System](#)6
- [ATTACHMENT 1 TO EXHIBIT B](#)7
- [ATTACHMENT 2 TO EXHIBIT B](#)8

Definitions and Interpretations

MOUSD will utilize the following definitions to identify Disadvantaged Business Enterprise (DBE) Program eligibility standards. The definitions defined in 49 CFR Part 26 are hereby incorporated by reference.

2. Banks and Financial Institutions

The Contractor is encouraged to utilize the services of disadvantaged, minority and woman-owned banks and financial institutions.

a. Certification and Directory of DBEs

- (a) All prospective DBEs must be certified through the Texas Unified Certification Program (UCP). The UCP provides “one-stop shopping” to applicants for DBE certification, such that an applicant need apply only once for a DBE certification that will be honored by all UCP members in Texas. MOUSD is a member of the Texas UCP.
- (b) The DBE firm will be verified as a certified DBE through the Texas UCP Directory. The UCP maintains an electronic DBE directory of all firms certified in Texas. The directory is located at <https://txdot.txdotcms.com/>. The local certifying UCP agency is the Texas Department of Transportation. Appropriate forms to apply for DBE certification are available at <http://ftp.dot.state.tx.us/pub/txdot-info/civ/certification/uniform-certification-application.pdf>.
- (c) The eligibility of a DBE certified joint venture will be determined on a project-by-project basis by MOUSD.
- (d) Offerors are reminded that only certified DBEs may participate in MOUSD contracts in such capacities. If Offerors propose using a DBE not currently certified, it is strongly urged that TxDOT be contacted well in advance of the date set for receipt of offers in order to enable review of the proposed DBE's eligibility.

Credit Toward Goals

MOUTD will count DBE participation toward the overall and contract goals as provided in 49 CFR 26.55. In addition, if the materials or supplies are purchased from a **DBE** regular dealer, count 60 percent of the cost of the materials or supplies toward **DBE** goals; do not count 100 percent of the cost.

DBE Modifications or Substitutions

This Provision applies to all modifications and substitutions under this Contract. The Contractor will be required to comply with this Provision to the extent needed to achieve the DBE goals agreed to at the time of contract award.

(a) If a prime Contractor wishes to terminate or substitute a DBE subcontractor listed as fulfilling its contract goal, and then performs the work of the terminated DBE subcontractor with its own forces, an affiliate, a non-DBE subcontractor or with another DBE subcontractor, it must submit written documentation prior to the termination or substitution of the DBE subcontractor to the Contracting Officer. This will include any changes to items of work, material, services, or DBE firms that differ from those identified on the Intent to Perform as a DBE Subcontractor form(s) on file with the Contracting Officer. The Offeror/Contractor must provide any and all documentation and information as may be requested with respect to the requested change.

(b) The Offeror's/Contractor's documentation shall include the specific reasons for the proposed change. Specific reasons that are acceptable include, but are not limited to: the DBE was not able to perform; the DBE was unable to produce acceptable work; and/or the DBE has submitted an unreasonable escalation in price. In the case of a DBE subcontractor being substituted by another DBE subcontractor, the Contractor should include the name, address, certification number and principal office of the proposed DBE firm. After providing an opportunity to the DBE Liaison to make a recommendation, the Contracting Officer will approve or disapprove the change.

(c) If the change involves a subcontractor substitution, the Offeror/Contractor must make good faith effort to replace one DBE with another DBE. The substitute DBE firm must be certified by the Texas UCP in order for the Offeror/Contractor to receive credit toward fulfilling its DBE participation goal for the contract. In the event that the Offeror/Contractor is unable to contract with another DBE firm, good faith effort documentation must be provided to the Contracting Officer describing the unsuccessful attempts to locate a substitute DBE. In all situations, the Contractor may not terminate or substitute a DBE subcontractor without the prior written consent of the Contracting Officer.

(d) The Offeror/Contractor must submit a new Intent to Perform as a DBE Subcontractor form for the substitute DBE firm(s) with the request for change, to verify that the new DBE firm(s) is certified by the Texas UCP. The Contracting Officer shall notify the Offeror/Contractor in writing of his decision as expeditiously as possible. If the contract has been awarded and the Contracting Officer approves the proposed substitution in writing, the Contractor shall provide a copy of the executed subcontract agreement with the proposed DBE firm to the Contracting Officer within ten (10) business days of its receipt of the substitution approval.

(e) If the change involves a modification, the Contractor must submit, if applicable, the Intent to Perform as a DBE Subcontractor form specified for contract modifications for any DBE subcontractor affected by this change. This form may be obtained from the Contracting Officer.

(f) If the Contractor does not comply with this Provision, MOUTD may elect to apply contract remedies as defined in 49 CFR Part 26, or other contract remedies, as appropriate. Additionally, the Contracting Officer may order that the profits from the terminated portion of the DBE subcontract be forfeited by the Contractor.

Demonstration of Good Faith Effort

(a) If an Offeror does not meet the DBE goal, it shall nevertheless be eligible for award of the contract if it can demonstrate to the Contracting Officer that it has made a good faith effort to meet the DBE goal. This good faith efforts documentation should be submitted when the initial response to MOUTD's solicitation is due. All Contractors, including DBE prime Contractors, are required to submit good faith efforts documentation, if necessary. In evaluating an Offeror's good faith effort submission, MOUTD will only consider those documented efforts that occurred prior to the good faith efforts determination.

(b) In the event that a firm submitted by an Offeror in accordance with the requirements of the Submission of Subcontractor Utilization Forms and Related Documentation provision cannot be certified, the Offeror will be notified and given an opportunity to substitute that firm with a certified DBE firm. The Offeror will have ten (10) calendar days from the date of notification to accomplish the substitution. In the event the Offeror is unable to contract with another substitute DBE firm, the good faith efforts that the Offeror made in attempting to contract with a substitute DBE firm must be documented to the Contracting Officer at the end of the same ten (10) calendar day period.

(c) In making a determination that the Offeror has made a good faith effort to meet the DBE goal, the Offeror shall furnish to MOUTD, as part of its DBE utilization information provided under the Submission of DBE Utilization Forms and Related Documentation provision, such specific documentation concerning the steps it has taken to obtain DBE participation. By way of illustration and not limitation, MOUTD will consider the following information:

- (1) Whether the Offeror attended any pre-bid or pre-proposal meetings scheduled by MOUTD to discuss, among other matters, DBE participation opportunities and acknowledged receipt of DBE certified vendor lists;
- (2) Whether the Offeror advertised in general circulation, trade association, and/or minority/women-focus media concerning subcontracting opportunities;
- (3) Whether the Offeror provided written notice to a reasonable number of DBEs that their interest in the contract was being solicited in sufficient time to allow DBEs to participate effectively;
- (4) Whether the Offeror followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested;
- (5) Whether the Offeror selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including, where appropriate, breaking down the contract into economically feasible subcontracts to facilitate DBE participation);
- (6) Whether the Offeror provided interested DBEs with adequate information about the plans, specifications, scope of work and requirements of the contract;
- (7) Whether the Offeror negotiated in good faith with interested DBEs regarding their capabilities, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation;
- (8) Whether the Offeror negotiated in good faith with interested DBEs regarding price, using good business judgment and not rejecting reasonable quotes from interested DBE firms;
- (9) Whether the Offeror made efforts to assist interested DBEs in obtaining bonding, lines of credit, insurance, etc., as required by MOUTD or the Offeror;
- (10) Whether the Offeror made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services;
- (11) Whether the Offeror effectively used the services of available minority and women community organizations; Contractor groups; local, State, and Federal business assistance offices; and other organizations that provide assistance in the identification of DBEs;
- (12) Whether the Offeror obtained written documentation from a bona fide surety company indicating that bonding was denied and for what reason(s), prior to the DBE being rejected as a potential subcontractor for failing to obtain Offeror-required bonding. Documentation furnished by a surety company will be subject to verification by MOUTD; and
- (13) Whether other Offerors have attained a sufficient level of DBE participation to meet the contract goals.

(d) MOUTD will look not only at the different kinds of efforts that the Offeror has made, but also the quantity and intensity of those efforts. Efforts that are merely pro forma are not good faith efforts to meet the goal (even if they are sincerely motivated) if, given all relevant circumstances, the Offeror's efforts could not reasonably be expected to produce a level of DBE participation sufficient to meet the goal.

(e) Offerors are reminded that the issue of whether or not the Offeror has met or exceeded the established goal and/or demonstrated good faith efforts is considered a matter of the Offeror's responsibility. MOUTD will only award contracts to Offerors determined to be responsible. The Contracting Officer, after affording MOUTD's DBE personnel an opportunity to make a recommendation, shall be responsible for determining the sufficiency of an Offeror's good faith effort to meet contract goals.

(f) An Offeror that the Contracting Officer determines is not responsible may request administrative review and reconsideration under MOUTD's Procurement Regulations. As part of any reconsideration, if requested, the Offeror may elect to meet in person with the Reconsideration Official (Chief of Administration) to discuss credit toward meeting the DBE goal or whether the Offeror made adequate good faith efforts.

Offeror's DBE Obligation

The Offeror's DBE Obligation is outlined in the Specifications and Conditions of this request for proposals, Section IV. Disadvantaged Business Enterprise.

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of MOUTD to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract

The bidder will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts.

Prompt Payment Documentation and Reporting

The Contractor agrees to pay each subcontractor under the prime contract for satisfactory performance of its contract no later than 10 calendar days from receipt of each payment the prime Contractor receives from MOUTD. The prime Contractor must agree further to return retainage payments to each subcontractor within 10 calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced period may occur only for good cause following written approval of MOUTD. This language applies to both DBE and non-DBE subcontracts. Failure to satisfy prompt payment to subcontractors no later than 10 calendar days from the receipt of payment from MOUTD may constitute a breach of contract and may result in termination of the Contractor for default or such remedy as MOUTD may deem appropriate.

The Contractor and any subcontractors shall verify prompt payment through monthly reports to MOUTD. The Contractor and all subcontractors are responsible for responding by any noted response date or due date to any instructions or request for information.

As provided elsewhere in this Contract, MOUTD may withhold all or part of any payment otherwise due the Contractor if the Contractor fails to respond to MOUTD by noted response dates and/or make prompt payments to its subcontractors, suppliers, materialmen or laborers.

Sanctions for Noncompliance with MOUTD's DBE Program Provisions

Failure of the Contractor to carry out MOUTD's DBE program provisions shall constitute a breach of contract and may result in termination of the Contractor for default or such remedy as MOUTD may deem appropriate. MOUTD reserves the right to apply legal and contract remedies available under Federal, state and local law, including but not limited to, responsibility determinations in future contracts, suspension and debarment procedures as outlined in 49 CFR Part 29, and forfeiture of profits as provided for elsewhere. MOUTD will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take steps provided in 49 CFR Section 26.107.

Submission of Subcontractor Utilization Forms and Related Documentation

I. Each Offeror should submit to MOUTD an executed Intent to Perform as a DBE Subcontractor form (Attachment 1) for each proposed subcontractor when the initial response to MOUTD's solicitation is due. Good faith documentation (if necessary) should also be submitted at this time. The submission of this information is considered an issue of responsibility, and MOUTD will not award a contract to any Offeror who has not supplied this documentation.

(b) The Intent to Perform as A DBE Subcontractor form for each proposed subcontractor shall constitute a representation by the Offeror to MOUTD that it believes such firm is ready, willing, and able to perform the work indicated. It shall also represent a commitment by the Offeror that if it is awarded the contract, it will enter into a subcontract with such subcontractor for the work described at the approximate price set forth in the Intent to Perform as A DBE Subcontractor form.

(c) If the DBE subcontractor participation changes after the forms have been submitted, but prior to award of the contract, the Offeror will be required to immediately notify the Contracting Officer of the changed amount and the reason(s) for the change. The modification and substitutions of DBE firms that occur shall be governed by DBE Modification or Substitutions provision of this Exhibit.

(d) Except as authorized by the Contracting Officer, the successful Offeror shall enter into formal agreements with the subcontracting firms shown in the submitted Intent to Perform as A DBE Subcontractor form(s) within ten (10) business days after receipt of a contract executed by MOUTD. The successful offeror (Contractor) shall provide the Contracting Officer two copies of each agreement within three (3) business days of execution.

(e) If an Offeror is a DBE and lists itself on the Intent to Perform as A DBE Subcontractor form, it is required to perform the work indicated with its own work force.

ATTACHMENT 1 TO EXHIBIT A
(INTENT TO PERFORM AS A DBE SUBCONTRACTOR FOR A CONTRACT AWARD)

All DBE subcontracting firms to be used on this solicitation must fill out this form.

DBE firms participating in MOUTD's contracting opportunities must have "current" certification status with Texas's Unified Certification Program (UCP) prior to award of this contract. If MOUTD determines that the firm is not an eligible DBE firm for MOUTD contracts and subcontracts, the prime Contractor will be notified of the ineligibility of the listed firm. The submission of this form is considered an issue of responsibility and MOUTD will not award a contract to any Offeror who has not supplied this documentation.

- MOUTD Solicitation #: _____
- Name of DBE Subcontracting Firm _____.
- Has the DBE subcontractor been certified as a DBE by a Texas UCP agency? _____
- The DBE subcontractor is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both):

_____ and at the following price \$ _____. (If the materials or supplies are purchased from a **DBE** regular dealer, count 60 percent of the cost of the materials or supplies toward **DBE** goals).

BY: _____ DATE: ____/____/____
(Signature of **DBE** subcontracting Owner, President or Authorized Agent)

PHONE: (____) _____

(Print or Type - Name of Signature of Owner, President or Authorized Agent of **DBE** subcontracting firm)

DECLARATION OF PRIME CONTRACTOR

I HEREBY DECLARE AND AFFIRM that I am the _____
(Title of Declarant)

and a duly authorized representative of _____
(Name of Prime Contractor)

to make this declaration and that I have personally reviewed the material and facts set forth in this Intent to Perform as A DBE Subcontractor form. To the best of my knowledge, information and belief, the facts and representations contained in this form are true, the owner or authorized agent of the subcontracting firm signed this form in the place indicated, and no material facts have been omitted.

Except as authorized by the Contracting Officer, the undersigned will enter into a formal agreement with the listed DBE subcontracting firm for work as indicated by this form within ten (10) business days after receipt of the contract executed by the Midland Odessa Urban Transit District. The undersigned will provide the Contracting Officer a copy of that agreement within three (3) business days of execution.

The Prime Contractor designated the following person as their DBE Liaison Officer:

(Name-Please Print) (Phone)

Pursuant to 49 CFR Section 26.107, any person [entity] who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes and may be referred to the Department of Transportation, and possibly the Department of Justice, for prosecution.

Name of Declarant _____

Signature _____ (Date) _____

ATTACHMENT 2 TO EXHIBIT A

(SUBCONTRACTOR UTILIZATION - SUMMARY OF SUBCONTRACTOR(S)/SUBCONSULTANT(S)/SUPPLIER(S))

Offerors should provide information on **all** of their prospective subcontractor(s)/subconsultant(s)/ supplier(s) who will participate on this solicitation. Use additional sheets as necessary.

Project Name: _____ MOUTD Solicitation # _____

NAMES AND ADDRESSES OF SUBCONTRACTOR(S)/ SUBCONSULTANT(S)	TYPE OF WORK TO BE PERFORMED	ETHNICITY & GENDER OF OWNER	PREVIOUS YEAR'S ANNUAL GROSS RECEIPTS	\$ AMOUNT ON CONTRACT
NAME: ADDRESS: PHONE: FAX: E-MAIL: CONTACT PERSON:	TYPE OF WORK: AGE OF FIRM: IS THE FIRM A CERTIFIED DBE IN THE STATE OF TEXAS BY THE UCP? YES <input type="checkbox"/> NO <input type="checkbox"/>	Ethnicity <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Subcont. Asian American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Non-Minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.	
NAME: ADDRESS: PHONE: FAX: E-MAIL: CONTACT PERSON:	TYPE OF WORK: AGE OF FIRM: IS THE FIRM A CERTIFIED DBE IN THE STATE OF TEXAS BY THE UCP? YES <input type="checkbox"/> NO <input type="checkbox"/>	Ethnicity <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Subcont. Asian American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Non-Minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.	
NAME: ADDRESS: PHONE: FAX: E-MAIL: CONTACT PERSON:	TYPE OF WORK: AGE OF FIRM: IS THE FIRM A CERTIFIED DBE IN THE STATE OF TEXAS BY THE UCP? YES <input type="checkbox"/> NO <input type="checkbox"/>	Ethnicity <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Subcont. Asian American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Non-Minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.	

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

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

___ The bidder/offeror (if unable to meet the DBE goal) is committed to a minimum of ___% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

Print Name/Title of Person completing this form: _____

Signature _____ Date _____

Email _____ Phone _____

ATTACHMENT 1 CONSOLIDATED CERTIFICATION FORM

I. GENERAL:

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds. Vendors are certifying by reference the entire list of FTA's current fiscal year Certifications and Assurances for Fiscal Year 2024, and shall download the same at: <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>

A. Access to Third Party Contract Records (ALL)

As required by 49 U.S.C. § 5325(g). The VENDOR agrees provide sufficient access to records as needed to assure proper project management and compliance with Federal laws and regulations.

B. Interest of Members of or Delegates to Congress (ALL)

The vendor certifies that no member of or delegate to the Congress of the United States (US) shall be admitted to any share or part of this contract or to any benefit arising therefrom.

C. Prohibited Interest (ALL)

The vendor certifies that no member, officer or employee of the Public Body or of a local public body during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

D. Cargo Preference - Use of United States-Flag Vessels (property transported on ocean vessels)

The vendor agrees: a. to use privately owned US -Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the US or within 30 working days following the date of loading for shipments originating outside the US, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subContractor's bill-of-lading).

E. Energy Conservation (ALL)

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 Energy Policy and Conservation Act.

F. No Obligation by the Federal Government. (ALL)

The Purchaser and vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract).

G. Program Fraud and False or Fraudulent Statements or Related Acts (ALL)

The vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. The vendor certifies truthfulness and accuracy of any statement it makes pertaining to the FTA-assisted project. The vendor 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 as deemed appropriate. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement submission, or certification to the Federal Government relating to the FTA-assisted project, per 49 U.S.C. §5307, the

Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, as deemed appropriate.

H. Contract Work Hours (all over 100K)

(1) **Overtime requirements** - No Contractor or subContractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section, the Contractor & any subContractor responsible therefore shall be liable for unpaid wages and shall be liable to the United States for liquidated damages which shall be computed for each individual laborer, mechanic, watchman or guard employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day that an individual was required / permitted to work over 40 hours in a workweek without payment of overtime wages required by the clause in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The purchaser shall upon its own action or upon written request of the Department of Labor (DOL) withhold or cause to be withheld, from any money payable for work performed by the Contractor or subContractor under any contract or other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums to satisfy any liabilities of such Contractor or subContractor for unpaid wages and liquidated damages as set-forth in paragraph (2) of this section.

(4) **Subcontracts** - The Contractor or subContractor shall include the clauses set forth in this section and require the same from subContractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subContractor or lower tier subContractor with these clauses.

(5) **Payrolls and basic records** - Payrolls and related basic records shall be maintained by the Contractor during the course of the work and preserved for three years thereafter for all laborers and mechanics working at the work site (or under the United States Housing Act of 1937 or the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records showing that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records of the costs anticipated or actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of registration of apprenticeship programs, certification of trainee programs, registration of the apprentices and trainees, and ratios & wage rates prescribed in applicable programs.

I. Civil Rights (over 10K)

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act (CRA), 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, creed, national origin, sex, age, or disability. In addition, the vendor agrees to comply with applicable Federal

implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VI of the CRA, as amended, 42 U.S.C. §2000e, 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. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The vendor agrees to take affirmative action to ensure that applicants are employed & treated during employment without regard to their race, color, creed, national origin, sex or age. Action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. §§623 and 49 U.S.C. §5332), the vendor agrees to refrain from discrimination against present and prospective employees for reason of age. and comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act (42 U.S.C. §12112), the Contractor 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, pertaining to employment of persons with disabilities. and to comply with any implementing requirements FTA may issue.

J. Incorporation of Federal Transit Administration (FTA) Terms (ALL)

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

K. Application of Federal, State, & Local Laws, Regulations, & Directives (Federal Changes) (ALL)

The VENDOR agrees that Federal laws and regulations control project award and implementation. The VENDOR understands and agrees that unless the recipient requests FTA approval in writing, the VENDOR may incur a violation of Federal laws or regulations or this agreement if it implements an alternative procedure or course of action not approved by FTA. The VENDOR understands and agrees that Federal laws, regulations, and directives applicable on the date on which Federal assistance is awarded may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date the project agreement is effective, and might apply to that project agreement. The VENDOR agrees that the most recent versions of such Federal laws, regulations, and directives will apply to the administration of the project at any particular time.

L. Right of the State Government to Terminate (ALL)

Upon written notice, the VENDOR agrees that the State Government may suspend or terminate all or any part of State assistance if terms of the project agreement are violated, if the State Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of State assistance for the Project., if reasonable progress on the Project is not made, if there is a violation of the project agreement that endangers substantial performance of the Project, or if the State Government determines that State assistance has been willfully misused by failing to make appropriate use of Project property. Termination of State assistance for the Project will not typically invalidate obligations properly incurred before the

termination date to the extent those obligations cannot be canceled. The State Government reserves the right to require the refund of the entire amount of State assistance provided for the Project or a lesser amount.

M. Disputes, Breaches, Defaults, or Other Litigation (over 150K)

The VENDOR agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

a. **Notification to FTA.** The VENDOR is aware that recipients of Federal assistance must notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the administration or enforcement of Federal laws or regulations. If the Federal Government is to be named as a party to litigation for any reason, in any forum, the appropriate FTA Regional Counsel is to be notified in writing before doing so.

b. **Federal Interest in Recovery.** The VENDOR is aware that the Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery.

c. **Enforcement.** The VENDOR agrees to pursue its legal rights and remedies available under any third party contract or available under law or regulations.

d. **FTA Concurrence.** The VENDOR is aware that FTA reserves the right to concur in any compromise or settlement of any claim involving the Project.

e. **Alternative Dispute Resolution.** The VENDOR is aware that FTA encourages the use of alternative dispute resolution procedures, as may be appropriate.

f. **Agency Process.**

Transit agency enters dispute resolution process here.

N. Fly America (foreign air transport or travel)

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

O. Recycled Products (all products)

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

P. Access for Individuals with Disabilities (ALL)

The VENDOR agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The VENDOR also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible

to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the VENDOR agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

Q. Debarment and Suspension (over 25K)

The vendor hereby certifies that it and its principals have not presently or within a three year period been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal agency; and the vendor hereby certifies that it and its principals have not presently or within a three-year period been convicted of or had a civil judgment rendered against them for the commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

R. Clean Water & Air (over 150K)

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. 1251 et seq. 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. §§7401 et seq. The vendor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the FTA and the EPA.

S. Non-Lobbying (over 150K)

The undersigned certifies to the best of his or her knowledge and belief that:

1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence any officer or employee of an agency, a member of Congress, an officer or employee 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 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 this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, USC. 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.

T. Lobbying and Disclosure Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

U. CERTIFICATION TO PURCHASER:

- A. The undersigned vendor certifies that the manufactured good(s) furnished will meet or exceed the specifications, and/or that services rendered will comply with the terms of the solicitation or contract.
- B. The undersigned vendor certifies that it has read all of the bid, proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

Name of Company	Address	
	Printed Name of Person Completing Form	
Telephone	Signature	
Date	SS# or Tax ID #	
Description of Commodity or Service		
Disadvantaged Business Enterprise Information	Type of Organization (circle)	
	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> General Proprietorship
Is your firm a DBE? <input type="checkbox"/> (yes) <input type="checkbox"/> (no)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Partnership
If yes, what type?	<input type="checkbox"/> Limited Proprietorship	

V. Disadvantaged Business Enterprises (DBE) Certification (Transit Vehicle Manufacturer or TVM)

The vendor will provide products compliant with 49 CFR 26.49 regarding the vehicle manufacturer’s overall DBE goal. Name of manufacturer of vehicle(s) to be delivered: _____

W. Disadvantage Business Enterprise (DBE) Race-Neutral Required Clauses (Non-TVM):

The DBE rules set forth in 49 CFR Part 26 apply to all contracts funded in whole or in part with Federal DOT funds. Contracts and subcontracts must contain the clauses listed in 49 CFR 26.13 and 49 CFR 26.29. Sub-recipients with contracts that contain a DBE goal must coordinate with their PTC in order to ensure solicitations and contracts comply with DBE requirements.

49 CFR 26.13 -- What assurances must recipients and Contractors make?

Each contract you sign with a Contractor (and each subcontract the prime Contractor signs with a subcontractor) must include the following assurance:

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the Contractor from future bidding as non-responsible.”

49 CFR 26.29 -- What Prompt Payment Mechanisms Must Recipients Have?

Grantees must establish a contract clause requiring prime Contractors to pay subcontractors for satisfactory performance no later than 30 days from receipt of each payment the grantee makes to the prime Contractor. This

clause must require the prompt return of retainage payments from the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. For more information on these please review *49 CFR 26.29* and the *FTA Best Practice Procurement Manual*.

X. Altoona Test Certification (for rolling stock purchases) (Check one of the following):

- The vehicle has been Altoona tested, report number: _____
- The vehicle is exempt from testing IAW 49 CFR 665.
- The vehicle is currently being tested at Altoona.

Funds will not be released until the purchasing agency gets a copy of the Altoona test report, as appropriate, per 49 CFR 665.

Y. Federal Motor Vehicle Safety Standards (FMVSS) Certification (for rolling stock purchases)

Any vehicles provided by the vendor will comply with all applicable FMVSS. The vendor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

FMVSS Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

Z. Buy America (Check where applicable): (over \$150K rolling stock, construction, materials)

- The vendor or offeror hereby certifies it will comply with the requirements of 49 USC 5323(j) and the applicable regulations in 49 CFR 661, providing Buy America compliant manufactured goods or rolling stock.
- The vendor or offeror cannot comply with the requirements 49 USC 5323(j), but may qualify for an exception to the requirement pursuant to the regulations in 49 CFR 661.

Buy America Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

II. SPECIAL PROJECT TYPE PROVISIONS - the following addenda are attached and endorsed as appropriate:

- A. Construction or Architectural & Engineering Projects
- B. Transit Operations or Management Projects
- C. Intelligent Transportation System or Research & Development