



Lawton Area Transit System

611 SW Bishop Rd.
Lawton, OK 73501
Phone (580) 248-5252
Fax (580) 699-3642
www.ridelats.com

REQUEST FOR PROPOSALS For Worker's Compensation RFP 2018-64

Deadline: Wednesday November 28, 2018 at 2:00 p.m. CDT

Delivery Location: send electronically to Ryan Landers at rlanders@ridelats.com

Contact Person: Ryan Landers @ rlanders@ridelats.com

Date of Issue: October 24, 2018

Lawton Transit Management, Inc., Lawton, Oklahoma is under contract with the City Transit Trust for operation and management of the Lawton Area Transit System (LATS). The Trust is the direct recipient for Federal Transit Administration's (FTA) Urbanized Area Formula funding. Lawton Transit Management, Inc. invites proposals to be submitted from qualified insurance companies to provide worker's compensation insurance for the operation of LATS in accordance with the regulations of the State of Oklahoma and the Federal Transit Administration

Lawton Transit Management, Inc., is requesting worker's compensations quotes for the following dates:

January 8, 2019 till January 7, 2020

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Scope of Work

The Lawton Transit Management, Inc. has been operating Fixed Route and complementary ADA Paratransit mass public transit in the Lawton Fort Sill community since April 2002. These services are operated within the city limits of Lawton, and a shuttle provides service on Fort Sill Military installation. Services are provided Monday – Friday from 6:00 a.m. to 7:00 p.m. and on Saturday from 9:00 a.m. to 6:00 p.m. No service is operated on Sunday. The Lawton Transit Management, Inc. fixed route service consists of nine routes with one buses serving each route. Paratransit services are demand responsive and typically operate with five vehicles daily. A projection of payrolls is included herein to this Request for Proposal. The term of the policy shall be for one year with two option years.

Schedule of events

The schedule of significant events relating to this project is shown below. Lawton Area Transit System reserves the right to modify this schedule.

Release of RFP	October 24, 2018
Deadline for Written Questions	November 16, 2018
Proposals Due	November 28, 2018, 2:00
Contract Award by Lawton Area Transit System	p.m. TBD

Type of Coverage

Policy Period	January 8, 2019 – January 7, 2020
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

E. PAYROLLS FROM PREVIOUS YEAR: The payrolls herein to this Request for Proposal are provided and categorized for the period January 7, 2017 thru January 7, 2018.

Category	Payroll	Full Time Employees	Part Time Employees
Bus Drivers	\$841,042	23	5
Garage Employees	\$168,386	6	2
Clerical Employees	\$153,777	4	0
Total	\$1,163,205	33	7

Exhibit A - Federal Transit Administration Required Clauses

1. Access to Records and Reports
2. Civil Rights and Equal Opportunity
3. Debarment, Suspension, Ineligibility and Voluntary Exclusion
4. Disadvantaged Business Enterprise (DBE)
5. Energy Conservation Requirements
6. Federal Changes
7. Incorporation of FTA Terms
8. No Government Obligation to Third Parties
9. Program Fraud and False or Fraudulent Statements and Related Acts
10. Termination
11. Resolution of Disputes, Breaches, and Other Litigation
12. Lobbying
13. Clean Air
14. Resolution of Disputes, Breaches, and Other Litigation

Certifications

1. Receipt of certifications and clauses
2. DBE certification
3. Certification of Eligibility
4. Non-collusion Affidavit
5. Certification of Lobbying
6. Debarment certification

Access to Records and Reports

- a. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three (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.
- c. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its Contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its Contractors access to the sites of performance under this contract as reasonably may be required.

Civil Rights and Equal Opportunity

The Contractor is an Equal Opportunity Employer. As such, the Contractor agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for A-26 employment because of race, color, religion,

national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C.

§ 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or 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 Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 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. § 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. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.P.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.P.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Lawton City Transit Trust. If it is later determined by the Lawton City Transit Trust that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Lawton City Transit Trust, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply and assures the compliance of each third-party contractor and subrecipient at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government wide Debarment and Suspension (Nonprocurement)," 49 C.P.R. Part 29. The Recipient agrees to and assures that its third-party contractors and subrecipients will, review the Excluded Parties Listing System at <http://epls.amet.gov/> before entering into any contracts.

Disadvantaged Business Enterprise (DBE)

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Lawton City Transit Trust deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the Lawton City Transit Trust. In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The Contractor must promptly notify Lawton City Transit Trust, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and person that work through its own forces or those of an affiliate without prior written consent of the Lawton City Transit Trust. U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §A-27 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Energy Conservation

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

Federal Changes

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

Incorporation of FTA Terms

The provisions in this section include, in part, certain standard terms and conditions required by USDOT/FTA, whether or not expressly set forth in these provisions. All contractual provisions required by USDOT/FTA, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all USDOT/PTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Lawton City Transit Trust requests, which would cause the Lawton City Transit Trust to be in violation of the USDOT/FTA terms and conditions.

The Contractor agrees that it will comply at all times with 49 CFR Part 18; U. S. Department of Transportation regulations relating to applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement Form FTA MA (23) dated October 2016, between the City and U.S. Department of Transportation/Federal Transit Administration (USDOT/FTA), as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

No Government Obligation to Third Parties

The Lawton City Transit Trust and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Lawton City Transit Trust, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements and Related Acts

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by PTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. § 5323(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by PTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

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

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Lawton City Transit Trust may terminate this contract for default. Termination shall be affected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Lawton City Transit Trust that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Lawton City Transit Trust, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

The Lawton City Transit Trust, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 21 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to Lawton City Transit Trust's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Lawton City Transit Trust setting forth the nature of said breach or default, Lawton City Transit Trust shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Lawton City Transit Trust from also pursuing all available remedies against Contractor and its sureties for said breach or default.

In the event that Lawton City Transit Trust elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Lawton City Transit Trust shall not limit Lawton City Transit Trust's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to

comply with any other provisions of this contract, the Lawton City Transit Trust may terminate this contract for default. The Lawton City Transit Trust shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Lawton City Transit Trust.

The Lawton City Transit Trust may terminate this contract in whole or in part, for the Lawton City Transit Trust's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Lawton City Transit Trust shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Lawton City Transit Trust's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Lawton City Transit Trust has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials. If the termination is for the convenience of the Lawton City Transit Trust, the Lawton City Transit Trust's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Lawton City Transit Trust may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Lawton City Transit Trust. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Lawton City Transit Trust.

Resolution of Disputes, Breaches, or Other Litigation

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

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

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

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

Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Clean Air

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

Clean Water

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

DBE APPROVAL CERTIFICATION

I hereby certify that the Proposer has complied with the requirements of 49 CFR 26, participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

Signature of the Bidder or Proposer's Authorized Official

Name, Title of the Bidder or Proposer's Authorized Official

Date

CERTIFICATION OF ELIGIBILITY

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

- I. That he or she is the fully authorized agent of the Prospective Participant in this project, which involves Federal funding and has full knowledge and authority to make this certification.

- II. That neither the Prospective Participant nor any person associated therewith in the capacity of director, officer, manager, contractor or accountant, nor any person in a position involving the administration of federal funds:
 - A. Is currently under suspension, debarment, voluntary exclusion, or determination of ineligible by any federal agency; and
 - B. Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; and
 - C. Has a proposed debarment pending; and
 - D. Has had any public transaction (federal, state, or local) terminated within the preceding three (3) years for cause or default; and
 - E. Has been indicted, convicted, or had a civil judgment rendered against any of the aforementioned by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years, except:

If none so state by entering the word none:

Name: _____

Title: _____

Signature

Date

Non-Collusion Affidavit

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, on
(name)

his/her oath says he/she is _____ of _____
Title Name of Firm

and not a sham or collusive bid, or made in the interest of or on behalf of any collusive bid, or made in the interest of or on behalf of any person not herein named; and he/she further states that said bidder has not directly or indirectly induced or solicited any other bidder for this work to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any matter sought by collusion to secure self advantage over any other bidder or bidders.

(SIGN HERE): _____

County _____ In and for the State of _____

Subscribed and Sworn to before me this ___ day of _____, _____

Notary Public

My Commission Expires: _____

Certification of Restrictions on Lobbying

The Undersigned Hereby Certifies on Behalf of _____ 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 any 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 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance is 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, U.S. Code. 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.

Executed this _____ day of _____, 20____

Name of Proposer _____

Address _____ City, State, Zip _____

Signature of Authorized Official _____

Title of Official _____

Telephone _____

VENDOR LIST

LAWTON TRANSIT MANAGEMENT, INC. Request for Proposal Insurance

Tom Brown Insurance, LLC 4200 East Skelly Drive Suite 300 Tulsa, OK 74135 tom.brown@cibllc.net (918) 884-2932	BB&T – John Burnham Insurance Services 750 B Street Suite 2400 San Diego, CA 92101 JSHill@BBandT.com (619) 525-2838
J.T. Neal Insurance Agency, Inc. 619 SW C Ave. Lawton, OK 73501 Lkneal@jtneal.com (580) 355-6595	Insurica of Lawton 10 SW 2 nd Street Suite 1 info@INSURICA.com Lawton, OK 73501 (580) 355-4500
Sullivan Insurance Agency 321 West Broadway Ardmore, OK 73401 Candice@johnsullivaninsurance.com (800) 456-9169	Smith & Sons Insurance Agency 716 W. Gore Blvd. Lawton, OK 73501 (580) 353-0668

Advertisement

Worker's Compensation Insurance for Mass Transit System.

The Lawton Area Transit System (LATS) of Lawton, Oklahoma, invites proposals to be submitted from qualified B++ or higher insurance companies qualified to provide worker's compensation insurance for the operation of Lawton Area Transit System in accordance with the regulations of the State of Oklahoma and the Federal Transit Administration.

RFP is available at www.ridelats.com

Please contact Ryan Landers for any additional questions at rlanders@ridelats.com or (580) 248-5252