



LAWTON AREA TRANSIT SYSTEM
MAINTENANCE DEPARTMENT

REQUEST FOR PROPOSAL
NO. 2019-06

UNIFORM RENTAL, SUPPLY AND LAUNDRY SERVICES

SPECIAL CONDITIONS

Uniforms acquired through this proposal will in part be funded by the Federal Transit Administration (FTA); therefore, proposals are subject to all applicable FTA regulations.

The proposal will be opened on __June 28th, 2019__ at __3:00 PM__ at the LATS offices located at 609 SW Bishop Rd. in the LATS Maintenance Office. Proposals must be received prior to __June 28th, 2019__ at __2:00 PM___. Our current uniform will be on display at the aforementioned address until the opening of the proposals. To schedule a time to look at the uniform contact: Randal Simmons, (580) 248-5252 ext. 104 or email rsimmons@ridelats.com.

The awarding of the RFP will be based upon the following weighted analysis:

The proposer's price of the materials and service 40%

Demonstrations of proposer's ability to meet performance requirements on similar service projects 40%

The proposer's products durability and timely repairs 20%

The proposal will be accepted for a period of no more than three (3) years with the option of a one-year extension.

These proposals can be mailed to the following address: LATS - Uniform Rental and Laundry Services proposal, Attn: Randal Simmons, P.O. Box 286, Lawton, OK 73502, or emailed with the subject: Uniform Rental and Laundry Service RFP to rsimmons@ridelats.com. Any questions relating to this RFP can be directed towards Randal Simmons, Director of Maintenance, (580) 248-5252 ext. 104.

PROPOSAL EVALUATION

Proposer must respond to all requirements as set forth in the RFP. A narrative description should set forth the proposer's plan to supply necessary uniforms and item supply requirements. This description shall outline the qualifications of the organization to meet necessary quality, delivery and services needed. The following areas of consideration will be used by the procurer in making the selection of a supplier for the uniform-leasing contract. The supplier's narrative should provide necessary information to permit the procurer to draw conclusions on each of the points noted.

A. Understanding the Procurer Requirements.

This refers to the supplier's understanding of procurer operating environment, delivery requirements, inventory levels and storage capabilities, per individual employee and storage quantities for the facility. In summary, the supplier must show an understanding of the nature and scope of the services to be supplied.

B. Supplier Qualifications.

This criterion includes the ability of the supplier to meet the terms of the RFP especially the delivery constraints and the quality requirements. As part of this submission area, the proposer shall provide a listing of three (3) current users in the state or adjacent states. This listing shall be for comparable operating agencies which utilize the service being proposed. The listing shall identify an agency contact person, including telephone number.

C. Availability.

Emphasis here is on the supplier's ability to respond to procurer's needs. This should include a specification regarding ordering timetables and delivery turnaround.

[END OF SPECIAL CONDITIONS]

SCOPE OF WORK

Proposers must comply with a minimum twenty-one (21) calendar day delivery schedule on all standard sizes; unique sizes will be the only exception for non-compliance. Proposers shall list all sizes considered unique on a price sheet. A five (5) percent penalty will be assessed beginning on the twenty-second (22) calendar day of non-delivery. An additional five (5) percent penalty will be assessed every seven (7) calendar days subsequent the initial five (5) percent penalty for a time period not to exceed three (3) months.

Upon award of the contract, the Vendor will measure and fit all personnel. Uniforms should be tailored to provide each employee with appropriate fit according to style of uniform and according to employee job duties. Vendor will maintain a record of each employee's size so that replacements can be ordered without re-fitting.

INTENT

It is the intent of these proposal specifications to establish pricing and minimum requirements for Uniform Rental, Products and Laundry Services for a period of three (3) years with the option for one additional year. The quantities indicated below are projected estimates for a period of three (3) years with the option for one additional year. Therefore, proposers' quotes should reflect unit cost and shall remain firm for three (3) years with the option for one additional year after the date the proposal is awarded. **Please be advised that a sample of material for each item indicated below is to be submitted for review at time of proposal opening.**

QUANTITIES:

DESCRIPTION	PERSONNEL QUANTITY
Trousers	3-10
Long Sleeve Shirt	3-10
Short Sleeve Shirts	3-10
Jackets	3-10
Coveralls	2
SUPPLY SHOP	QUANTITY
Red Shop Towels	300
White Terry Cloth Towels (Oil Free)	400
Micro Fiber Towels	100
Fender Covers	6-8
Mat 3X5 Ultra Flow	1
Mat 3X5 Ultra Flow Safety	3
24" Handle/Frame	2
24" Dust Mops.	2
Hand Soap Dispenser 2000 ml	1
Heavy Duty Hand Soap with Walnut Shell Powder 2000ml	2
OFFICE SUPPLY	QUANTITY
Mat 3X5 Ultra Flow with Logo	1
Mat 3X5 Ultra Flow Safety	1
Mat 3X5 Ultra Flow	1

These are anticipated quantities. Actual quantities will be dependent on the number of uniforms replaced, the number of new maintenance employees hired, and the amount of supplies needed on a weekly basis.

Minimum Specifications

1. Poly/Cotton and Blue Jean Uniforms

- a. Trousers (Blue Jeans) Fabric should be Cotton and Spandex Blend, one solid color.
- b. Style should be regular with straight legs tapered with a boot cut along with seven (7) belt loops having two (2) front pockets and two (2) rear pockets.
- c. Ladies Jeans should be available upon request.

2. Shirt - Short/Long Sleeves

- a. Fabric shall be lightweight work shirt which must allow for flexibility and has 11% stretch available in short and long sleeve with 65/35 poly/cotton, color (Charcoal Gray) Soft, durable-Press finish full cut for a roomy fit.
- b. Features include banded dress-shirt style collar with sewn-in stays, seven-button front, two large button-through chest pockets (left with pencil stall), and a two-piece back yokes. Long or short sleeve style has lined cuffs with button closure. Machine wash.

3. Jackets (Duck Blanket Lined)

- a. Duck, 100% Cotton Shell; Acrylic/Polyester/Nylon Lining
- b. Must have brass zipper, button cuffs, water repellent
- c. Warm Blanket Lining and corduroy collar
- d. Inside Pocket
- e. High performance duck fabric
- f. Bi-swing back for ease of movement
- g. Zip front chest pocket, adjustable waist tabs, two hand warmer pockets, and one inside pocket. Triple needle felled seam construction. Water repellent finish, re-treat after washing. High Performance Duck is up to 20% stronger. Shell: 12 oz. High Performance Duck, 100% Cotton; Lining: 65% Acrylic/35% Polyester, Sleeve Lining: 6 oz. Polyester Fill Quilted to Nylon Taffeta.

4. Lettering or Identification

- a. Vendor must provide an embroidered patch (approximately 1-1/2" X 3-1/2") reading "LATS Maintenance" over the left pocket of each shirt. Vendor must provide a 1" x 3" embroidered patch with the name of individual over the right pocket of each shirt. Additional patches and/or logos will be sewn on at no additional cost and will be provided by the vendor. A PDF of the LATS Logo and dimensions is attached to this proposal.
- b. Vendor will need to set up an appointment to present their products being used for this proposal. This can be accomplished by email rsimmons@ridelats.com or contacting Randy Simmons at 580-248-5252 Ext.104.
- c. Vendor must place the patches in the same order of the shirts on the jackets.

5. Number of Uniform Changes

- a. Supplier will provide thirteen (13) changes per employee.
- b. Each employee is to receive thirteen (13) pairs of trousers and thirteen (13) short/long sleeve shirts (employee preference), and (2) jackets.
- c. The combinations of shirts are to be provided at the inception of the contract and to remain the same throughout the term of the contract.
- d. Uniforms shall be picked up and delivered weekly to LATS at 609 SW Bishop Rd. Lawton, OK. 73501

6. Performance Requirements:

- a. After notice of contract award, it will be the responsibility of the supplier to visit LATS Maintenance Facility and measure all employees using the laundry service. LATS will not cover any additional cost for failure of the supplier to measure all employees.
- b. Arrangements must be made with LATS for holiday deliveries. As soon as all employees have been measured, the supplier must submit a completed list that includes the employee name, description of uniform provided to each employee and their sizes. This should also include the day of the week the laundry will be picked up.
- c. Supplier will provide, with proposal, a price estimating initial arrangement fees for service.
- d. Supplier will provide uniforms for new employees within delivery times as stated in the proposal. The billing is not to begin until the initial uniforms are supplied to all employees. The supplier will only supply the number of uniforms/garments that were turned in to be cleaned.
- e. Supplier will maintain regular weekly delivery and pickup schedule during normal working hours on Monday through Friday. It is the sole responsibility of the supplier to insure the weekly service is maintained at no additional cost to LATS.
- f. The supplier is responsible for normal maintenance (repair tears, missing buttons etc.) Replacements required due to normal wear or excessive shrinkage will be made at no additional cost to LATS and are the responsibility of the selected vendor.
- g. Replacements should be presentable and in good state of repair to be determined by the Director of Maintenance. Replacements should be provided within turnaround time for standard sizes and a three to four-week turnaround for non-standard sizes. Cost of replacement due to abuse will be the responsibility of LATS.

- h. Supplier will provide clean uniforms in a good state of repair. If garments are chemically cleaned to remove oil, grease or paint stain, it will be a requirement of this contract that they be industrially laundered periodically to reduce chemical build-up in the garments that may cause skin irritation.
- i. A service tag will be furnished by the vendor indicating any repairs that the garment needs (i.e.: missing emblems, holes in pockets, missing buttons, broken zipper or changes in waist or shirt sizes.)
- j. All uniforms must be sorted and bagged together for each individual employee.

7. Billing:

- a. Billing is to be made on a monthly basis and mailed to the following address: LATS, P.O. Box 286 Lawton OK. 73502, or e-mail to invoices@ridelats.com

8. Other Requirements:

- a. Successful proposer will appoint, by name, a company representative who shall be responsible for servicing this contract. Services should include repairs, resizing, and billing, etc.

9. Termination Clause:

- a. Please reference FTA required clauses on page 13 of this proposal

10. Contract Period:

- a. The contract period shall be for a period of three (3) years with the option of one additional year.

11. Extensions:

- a. LATS shall notify the proposer of its intent to exercise the option in writing prior to the termination of the current period.

[END OF SCOPE OF WORK]

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. Clean Water

Certifications

1. DBE certification
2. Certification of Eligibility
3. Non-collusion Affidavit
4. Certification of Lobbying
5. Debarment certification

Exhibit A - Federal Transit Administration Required Clauses

1. Access to Records and Reports

- **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.
- **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.
- **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.
- **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.

2. Civil Rights and Equal Opportunity

- Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.
 - a) **Nondiscrimination in Employment.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. section 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. section 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. section 12132, and federal transit law at 49 U.S.C. section 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including gender identity), age, or disability. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

- b) Nondiscrimination in Contracting. The Contractor agrees and assures that it will abide by the following conditions, and that it will include the following assurance in every subagreement and third party contract it signs: (1) The Contractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, or third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26. (2) The Contractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third-party subcontracts, as applicable.
- c) Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Contract:
- 1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. section 2000e et seq., and federal transit laws at Page 4 of 7 49 U.S.C. section 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. parts 60 et seq., 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. section 2000e note, and as further amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. section 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 this Contract. 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, sex (including sexual orientation and gender identity), or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - 2) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. sections 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. section 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90 and Federal transit law at 49 U.S.C. section 5332, the 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.

- 3) **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794 and section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. section 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 4) **Inclusion in Subcontracts.** The Contractor agrees to include the requirements of this Section 10.08 in each subcontract under this Contract, modified only to identify the subcontractor that will be subject to the provisions.

3. Debarment, Suspension, Ineligibility and verification Exclusion

a. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 C.F.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:

- Debarred from participation in any federally assisted Award;
- Proposed for debarment from participation in any federally assisted Award;
- Declared ineligible to participate in any federally assisted Award;
- Voluntarily excluded from participation in any federally assisted Award;
- 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 Proposer 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 Non-procurement)," 49 C.F.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.

4. Disadvantaged Business Enterprise (DBE)

- a) Nondiscrimination. Pursuant to 49 C.F.R. section 26.13, the Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in Page 5 of 7 the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. 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 City Transit Trust deems appropriate (including withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Contractor from future proposals as non-responsible). The Contractor shall include this requirement in all subcontracts pursuant to this Contract.
- b) Prompt Payment. The Contractor agrees to pay subcontractors within ten (10) calendar days of the Contractor's receipt of payment from the City Transit Trust for undisputed services provided by the subcontractor. The Contractor agrees to pay subcontractors all undisputed retainage payments within ten (10) calendar days of the Contractor's receipt of payment of retainage from the City Transit Trust. The Contractor shall not postpone or delay any undisputed payments owed subcontractors without good cause and without prior written consent of the City Transit Trust. The Contractor agrees to include in all subcontracts a provision requiring the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes. The Contractor will not be reimbursed for work performed by subcontractors unless and until the Contractor ensures that subcontractors are promptly paid for work they have performed. Failure to comply with the provisions of this Section 10.09 may result in the City Transit Trust finding the Contractor in noncompliance with the DBE provisions of this Contract.

5. 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.

6. 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.

7. 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/FTA 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.

8. 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.

9. 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement,

submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. § 5323(l) 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 FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

10. Termination

- If the Contractor refuses or fails to execute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, City Transit Trust may terminate this contract for default. City Transit Trust shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, City Transit Trust may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to City Transit Trust resulting from the Contractor's refusal or failure to complete the work within specified time, whether the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by City Transit Trust in completing the work.
- The Contractor's right to proceed shall not be terminated, nor shall the Contractor be charged with damages, under this clause if:
- The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with City Transit Trust, epidemics, quarantine restrictions, strikes, freight embargoes; and
 - The contractor, within 10 days from the beginning of any delay, notifies City Transit Trust in writing of the causes of delay. If in the judgment of City Transit Trust, the delay is excusable, the time for completing the work

shall be extended. The judgment of City Transit Trust shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

- If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of City Transit Trust.

11. Resolution of Disputes, Branches, or Other Litigations

- All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures. Specific language for dispute resolution will be provided in any resultant contract of the successful proposer.

12. 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.

13. 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.

14. Clean Water

- 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. (b) 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 ineligibility 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 _____

_____,
(name)

being first duly sworn, on his/her oath says he/she is

_____ of _____
Title Name of Firm

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

(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 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, 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 _____

Name and Title of Official _____

Date _____

GOVERNMENT WIDE DEBARMENT AND SUSPENSION
Executive Orders 12549 and 12689
31 U.S.C Section 6101 and 2 CFR Part 1200

This certification applies to subcontractors, material suppliers, vendors and other lower tier transaction.

Instructions for Certification

1. By signing and submitting this proposal/contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEPARTMENT or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which

it determines the eligibility of its principals. Each participant may, but is not required to, check the No Procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, Exhibit A ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal DEPARTMENT or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

(1) 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.

(2) That neither the Prospective Participant nor any person associated therewith in the capacity of director, officer, manager, auditor 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 ineligibility 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. 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. _____

SAMPLE CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____
2019 by and between City Transit Trust (hereinafter referred to as "LATS, and
_____ (hereinafter referred to as "Contractor").

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF WORK

Contractor shall furnish to the LATS all labor, equipment, supplies, material and services as specified in and in full accordance with the RFP Document issued by the LATS entitled Uniform Rental, Supply and Laundry Services, **RFP No.** _____ **Dated** _____ **PERIOD OF PERFORMANCE**

Contractor shall furnish uniform rental, supply and laundry services as specified in the Scope of Work to commence _____. Contractor shall not be held liable for delays resulting from problems of scheduling on the part of LATS.

2. CONTRACT PRICE

LATS agrees to pay the Contractor in accordance with the fixed rates on the submitted proposal form. This amount shall include costs for materials, pick-up and delivery, and any other costs necessary to provide the Uniform Rental, Supply and Laundry Services. LATS and the Contractor must mutually agree upon any adjustments in payment. Invoices should be submitted in accordance with the terms of payment, with all applicable backup, by Contractor to LATS at invoices@ridelats.com, or LATS at P.O. Box 286 Lawton Oklahoma 73502. Payment to the Contractor will be made Net 30 Days after receipt of approved invoices. **Please reference the Contract Number and the Purchase Order Number on all submitted Invoices.**

3. NOTICES

Any notice which may be required under this Contract shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below or to such other addresses which may be specified in writing by the parties to this Contract.

Director of Maintenance

LATS
Maintenance Department
609 SW Bishop Rd
Lawton, Oklahoma 73501

4. ATTORNEY'S FEES

If it becomes necessary for either party to bring a lawsuit to enforce any of the provisions of the Contract, the parties agree that the court having jurisdiction over such dispute shall have the authority to determine and fix reasonable attorney's fees to be paid to the prevailing party.

5. SEVERABILITY

If any provision of the Contract is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

6. BINDING EFFECT

All the terms, provisions and conditions of the Contract hereunder shall be binding upon and inure the parties hereto and their respective successors, assigns and legal representatives.

7. CONFLICT OF INTEREST

By signing this Contract, the Contractor covenants that it presently has no interest, direct or indirect, which would conflict in any manner of degree with the performance of the services called for under this agreement. The Contractor further covenants that in the performance of this agreement, no person having any such interest shall be employed by the Contractor, and the Contractor receives no commissions or other payments from parties other than LATS as a result of work performed hereunder.

8. GOVERNING LAW

This Contract, its interpretation and all work performed hereunder, shall be governed by the laws of the State of Oklahoma.

9. VENUE

In the event of a dispute or breach of Contract, venue shall be in Comanche County, Oklahoma.

10. ENTIRE AGREEMENT

This Contract represents the entire agreement of the parties with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this Contract, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

This Contract may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth below.

LAWTON CITY TRANSIT TRUST

STAN BOOKER, CHAIRMAN

ATTEST:

TRACI HUSHBECK, CITY CLERK

APPROVED as to form and legality this ____ day of _____, 2019.

FRANK JENSEN, ATTORNEY
LAWTON CITY TRANSIT TRUST

VENDORS LIST LIST

1. UniFirst
4407 Henry S. Grace Fwy.
Wichita Falls, Texas 76302
940-691-0069
Clint-blowers@unifirst.com

2. Aramark Uniform Services
1450 NE Third Street
Oklahoma City, Oklahoma 73117
405-445-4018
aramark-cares@aramark.com

3. Cintas
821 SW Grand Ave
Lawton, Oklahoma 73501
580-215-0019
moorem4@cintas.com

4. CLEAN the Uniform Company
4700 Santa Fe Ave
Oklahoma City, Oklahoma 73118
(405) 524-2100
alangford@cleanuniforms.com

5. **C.T.C. Lawton**
502 SW F Ave A
Lawton, OK. 73501
580-323-3111
Fax:580-323-7229
liz@ctc-corp.net