



**METROPOLITAN  
TRANSPORTATION  
COMMISSION**

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December 6, 2011

**Solicitation of Quotations**

*Adrienne J. Tissier, Chair*  
San Mateo County

*Amy Rein Werth, Vice Chair*  
Cities of Contra Costa County

*Tom Asunbrado*  
U.S. Department of Housing  
and Urban Development

*Tom Bates*  
Cities of Alameda County

*David Campos*  
City and County of San Francisco

*Dave Cortese*  
Santa Clara County

*Bill Dodd*  
Napa County and Cities

*Dorene M. Giacopini*  
U.S. Department of Transportation

*Federal D. Glover*  
Contra Costa County

*Mark Green*  
Association of Bay Area Governments

*Scott Haggerty*  
Alameda County

*Anne W. Halsted*  
San Francisco Bay Conservation  
and Development Commission

*Steve Kinsey*  
Marin County and Cities

*Sam Liccardo*  
Cities of Santa Clara County

*Jake Mackenzie*  
Sonoma County and Cities

*Kevin Mullin*  
Cities of San Mateo County

*Bijan Sartipi*  
State Business, Transportation  
and Housing Agency

*James P. Spering*  
Solano County and Cities

*Scott Wiener*  
San Francisco Mayor's Appointee

*Steve Heminger*  
Executive Director

*Ann Flemer*  
Deputy Executive Director, Policy

*Andrew B. Fremier*  
Deputy Executive Director, Operations

Dear Vendors:

The Metropolitan Transportation Commission (MTC) is inviting your company to respond to this Solicitation of Quotations (SOQ) to:

**Provide GPS Clocks for Traffic Signals with Various Controller Types**

Interested parties must provide a quote on the attached Quotation Form (*Attachment B*), based on the attached Specifications (*Attachment A*) by mail or email no later than **2:00 P.M., TUESDAY, DECEMBER 13, 2011. Quotes received after that date and time will not be considered.** Quotes should be submitted to Vamsi Tabjulu, Arterial Operations Program Manager, MTC, Joseph P. Bort MetroCenter, 101 - 8<sup>th</sup> Street, Oakland, CA 94607, or by email to [vtabjulu@mtc.ca.gov](mailto:vtabjulu@mtc.ca.gov).

An award, if made, will be to the responsible bidder who submits the lowest quote on *Attachment B, Quotation Form* for the specified equipment described in *Attachment A*.

If needed, the selected vendor or a representative may be asked to meet with MTC staff prior to issuance of a Purchase Order (PO). A copy of the terms and conditions in MTC's standard PO with additional requirements applicable to this SOQ are attached as *Attachment C*, additional federal requirements are attached as *Attachment D, D-1, and Appendix A, B, C, and D to Attachment D-1* and MTC's selection dispute procedures are attached as *Attachment E*.

Please feel free to contact Vamsi Tabjulu at (510) 817-5936 or [vtabjulu@mtc.ca.gov](mailto:vtabjulu@mtc.ca.gov) if you have any questions.

Sincerely,

Andrew B. Fremier  
Deputy Executive Director, Operations

AF: VT

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**ATTACHMENT A  
SPECIFICATIONS**

The table below lists the Controller Type and the required Type of Clock, Accessories and Quantity. Each clock must be individually packaged/wrapped with its respective accessories to avoid confusion. Bidders must provide any installation instructions and manuals available for the respective GPS clocks. In addition, the terms of the warranty at a minimum should be a one-year term.

Item Quote #	Controller Type*	GPS Clock Required		
		Type of Clock	Accessories	Quantity
1	Model 170E	McCain Stand-alone version	Data and Power Cable	67
2	Model 2070	McCain 2070 Plug-in Version	Data and Power Cable	2
3	Model 2070L	McCain 2070 Plug-in Version	Data and Power Cable	11
4	Model 2070LN	McCain 2070 Plug-in Version	Data and Power Cable	2
5	Econolite ASC/3	Compatible Stand-alone version	Data and Power Cable	1
6	Econolite ASC/2-2100	Compatible Stand-alone version	Data and Power Cable	2
7	Econolite ASC8000	Compatible Stand-alone version	Data and Power Cable	2
8	Econolite ASC8001	Compatible Stand-alone version	Data and Power Cable	1
9	Naztec 980	Compatible Stand-alone version	Data and Power Cable	3
10	Naztec 900-TS2	Compatible Stand-alone version	Data and Power Cable	3
11	Naztec 2070	Compatible Stand-alone version	Data and Power Cable	4
12	EPAC300	Compatible Stand-alone version	Data and Power Cable	1
13	Traconex390	Compatible Stand-alone version	Data and Power Cable	2
14	Traffic Operations Center (TOC)	Compatible Stand-alone version	Data and Power Cable	2
<b>Total</b>				<b>103</b>

\*The clocks are required to be compatible with the Controller types listed.

**ATTACHMENT B  
QUOTATION FORM**

Please refer to Attachment A for details and specifications for the respective Item Quote #. Bidders must be able to provide a quote for all items listed to be considered responsive.

Please submit this completed form by the due date listed on page one along with a cover letter listing the contact information of the sales representative. If needed, please contact the MTC Project Manager to request a soft copy of this table in MS Excel format.

Item Quote #	Unit Price* (\$)	Quantity Required	Total (\$)
1		67	
2		2	
3		11	
4		2	
5		1	
6		2	
7		2	
8		1	
9		3	
10		3	
11		4	
12		1	
13		2	
14		2	
Sub-Total			
Tax (Shipping zipcode 94607)			
Shipping & Handling			
<b>TOTAL</b>			

\*Unit price to include the cost for GPS unit and required accessories

Delivery of all items must be received by MTC no later than **February 1, 2012**. MTC anticipates that it will issue a PO order to the selected vendor within ten (10 days) of receiving quotes.

**ATTACHMENT B**  
**QUOTATION FORM**  
**(Continued)**

**Signature of Authorizing Official**

Name of Bidding Company	
Address, Street	
Address, City, State, Zip	
Phone Number	
Fax Number	
Email Address	
Name of Authorizing Official	
Signature	

## ATTACHMENT C GENERAL CONDITIONS FOR PURCHASE ORDERS

1. **DEFINITIONS**
  - a. **MTC.** Includes the Metropolitan Transportation Commission, the Metropolitan Transportation Commission Service Authority for Freeways and Expressways, or the Bay Area Toll Authority.
  - b. **Supplier.** The individual, firm, partnership, corporation or combination thereof to whom a Purchase Order is mailed or otherwise furnished by MTC.
  - c. **Contract.** The legal agreement between MTC and the Supplier, which includes the terms of any written solicitation of Bids or Proposals and any deviation from the written specifications expressly accepted by MTC; the Supplier's bid, proposal, or offer; and all terms and conditions set forth in or attached to this Purchase Order. In the event of a conflict between one or more provisions of the Contract, the more specific or stringent provision with respect to Supplier's performance of the work shall apply.
2. **ACCEPTANCE OF OFFER**

This purchase order constitutes MTC's acceptance of Supplier's offer and becomes a binding contract, as defined above, when it is signed by MTC and mailed to Supplier. No revisions to or assignments of this order shall be valid unless in writing and signed by an authorized representative of MTC.
3. **PERFORMANCE OF WORK**

Supplier shall accomplish all the work and furnish all materials necessary for the completion of the work in a good, workmanlike and thorough manner and to the satisfaction of MTC, in accordance with the Contract.
4. **CONTRACT PRICE**

The firm fixed price(s) or other maximum payment set out in this purchase order, which includes full compensation to Supplier for performing all work required by the Contract, including all applicable federal, state and local taxes.
5. **VARIATION IN QUANTITY, QUALITY OR PERFORMANCE**

Any variation in the quantity, quality or performance of any item or service called for by this order shall be grounds for termination by default by MTC, as provided in 8a, unless approved by MTC in writing.
6. **PACKAGING AND CRATING**

All items shall be packed by Supplier in suitable containers for protection in shipment and storage. Prices set forth in this order include all charges for Supplier's packing, crating and marking for transportation to f.o.b. point.
7. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Supplier.
8. **TERMINATION**
  - a. If Supplier fails to comply with any of the provisions of the Contract, or in the event Supplier becomes the subject of a proceeding under state or federal law for relief of creditors, or if Supplier makes an assignment for the benefit of creditors, MTC shall have the right to hold Supplier in default and cancel this order in whole or in part. In each event, MTC may obtain the items covered by the cancelled order from another Supplier and, if Supplier was selected as a result of a competitive procurement process, Supplier shall reimburse MTC for the excess cost to MTC, if any.
  - b. Without affecting its right to cancel this order under paragraph (a) above, MTC may terminate this order in whole or in part prior to shipment of goods or provision of services at no cost by providing written notice to the Supplier. In such event, MTC shall reimburse Supplier for non-recoverable costs incurred to date, not to exceed the Contract Price.
9. **SCHEDULE**

Unless otherwise agreed, material commitments and production arrangements should not be made by Supplier in excess of the amount or in advance of the time necessary to meet the specified delivery schedule. Time is of the essence in filling this order, and it is Supplier's responsibility to comply with MTC's delivery directions and/or schedule. Failure to deliver any item or provide any service called for by the contract within the time called for shall be grounds for termination for default as provided in 8.a.
10. **INDEMNIFICATION**

Supplier shall indemnify and hold harmless MTC and its commissioners, directors, officers, agents, and employees from and against all claims, demands, suits, loss, damage, injury and liability (including any and all costs and expenses incurred in connection therewith) incurred by reason of any negligent or otherwise wrongful act or omission of Supplier in connection with Supplier's performance of the Contract, including delivery of materials or equipment to MTC at the time and point of delivery indicated when delivery is an obligation of Supplier under the Contract.
11. **INDEPENDENT CONTRACTOR**

Supplier is an independent contractor and not an employee or agent of MTC.
12. **PAYMENT**

Supplier shall submit an invoice to MTC within thirty days after completion of work, unless otherwise specified in purchase order. MTC will pay invoices no later than thirty (30) days after their receipt conditioned upon approval of work done and amount billed. Invoices shall be made in writing and delivered or mailed to MTC as follows: Accounting Section, MTC, Joseph P. Bort MetroCenter, 101 Eighth Street, Oakland, CA 94607-4700.

**ATTACHMENT D**  
**FAIR EMPLOYMENT PRACTICES ADDENDUM**

1. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. CONTRACTOR shall take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. 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. CONTRACTOR shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. CONTRACTOR, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Each of the CONTRACTOR'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements as appropriate.

3. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.

4. CONTRACTOR shall permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which CONTRACTOR was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that CONTRACTOR has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by CONTRACTOR and by the surety under the performance bond, if any, and STATE may deduct from any moneys due

or thereafter may become due to CONTRACTOR, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure CONTRACTOR's breach of this Agreement.

**ATTACHMENT D-1  
NONDISCRIMINATION ASSURANCES**

CONTRACTOR HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964” (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which CONTRACTOR receives federal financial assistance from the Federal Department of Transportation. CONTRACTOR HEREBY GIVES ASSURANCE THAT CONTRACTOR shall promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, CONTRACTOR hereby gives the following specific assurances with respect to its federal-aid Program:

1. That CONTRACTOR agrees that each “program” and each “facility” as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a “program”) conducted, or will be (with regard to a “facility”) operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
2. That CONTRACTOR shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements: CONTRACTOR hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.
3. That CONTRACTOR shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.
4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where CONTRACTOR receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where CONTRACTOR receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That CONTRACTOR shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the CONTRACTOR with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates CONTRACTOR for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates CONTRACTOR or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which CONTRACTOR retains ownership or possession of the property.

9. That CONTRACTOR shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that CONTRACTOR, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That CONTRACTOR agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. CONTRACTOR shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. CONTRACTOR shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of STATE assisted contracts. The California Department of Transportation Disadvantaged Business Enterprise Program Implementation Agreement for Local Agencies is incorporated by reference in this Agreement. Implementation of this program

is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out the Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to CONTRACTOR by STATE, acting for the U.S. Department of Transportation, and is binding on CONTRACTOR, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

## **APPENDIX A TO ATTACHMENT D-1**

During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

(1) **Compliance with Regulations:** CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) **Nondiscrimination:** CONTRACTOR, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** CONTRACTOR shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to CONTRACTOR's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) **Incorporation of Provisions:** CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request STATE enter into such litigation to protect the interests of STATE, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX B TO ATTACHMENT D-1

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

### (GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that CONTRACTOR shall accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the CONTRACTOR all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

### (HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto CONTRACTOR and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on CONTRACTOR, its successors and assigns.

CONTRACTOR, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) \*

(2) that CONTRACTOR shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.\*

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

### **APPENDIX C TO ATTACHMENT D-1**

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by CONTRACTOR, pursuant to the provisions of Assurance 7(a) of Attachment D-1.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add ‘as covenant running with the land’) that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)\*

That in the event of breach of any of the above nondiscrimination covenants, CONTRACTOR shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, CONTRACTOR shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of CONTRACTOR and its assigns.

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

### **APPENDIX D TO ATTACHMENT D-1**

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the CONTRACTOR, pursuant to the provisions of Assurance 7 (b) of Attachment D-1.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add “as a covenant running with the land”) that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)\*

That in the event of breach of any of the above nondiscrimination covenants, CONTRACTOR shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, CONTRACTOR shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of CONTRACTOR, and its assigns.

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

## **ATTACHMENT E**

### **SOQ PROTEST PROCEDURES**

A bidder may object to a provision of the SOQ on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Contractor on the grounds that MTC procedures, the provisions of the SOQ or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

- 1) No later than three (3) working days prior to the date proposals are due, for objections to SOQ provisions; or
- 2) No later than three (3) working days after the date on which the proposer is notified that contract award has been authorized to another proposer, for objections to vendor selection.

The MTC Section Manager responsible for the procurement will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular Contractor shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the MTC Section Manager.

Should the bidder wish to appeal the decision of the MTC Section Manager it may file a written appeal with the MTC Executive Director, no later than three (3) working days after receipt of the written response from the Section Manager. The Executive Director's decision will be the final agency decision.