***Muskogee County Transit***



**REQUEST FOR PROPOSAL**

**Muskogee County Transit – Roof**

**Release Date: 04/22/2021**

**REQUEST FOR PROPOSAL**

**New Roof for Muskogee Transit**

1. **BACKGROUND INFORMATION.**
   1. Muskogee County Transit is a not for profit private corporation. Muskogee County Transit services in Muskogee, Oklahoma. The agency is the grantee for numerous federal and state programs. It operates and lends administrative support to a multi-program operation.
   2. Muskogee County Transit’s transit program is embarking a more safe and secure workplace, by replacing a leaking roof that has caused water damage as well as slip hazards in various places in our building.
2. **PURPOSE:** The purpose of this RFP is to secure bids for a new roof on the Muskogee County Transit facility.
3. **CONTRACT REQUIREMENTS:** Muskogee County Transit is seeking qualified roofers to submit bids to replace the roof on the office located at 4401 E Hayes St, Muskogee, OK 74403
4. **DESCRIPTION.** This contract shall be for the purchase of materials and labor for the replacement of the roof. As well as removal and disposal of old roofing material.
5. **TERM OF CONTRACT.** The term of this contract is between the date of award with all hardware being installed and completed by **07/01/2021**.
6. **TYPE OF CONTRACT.** Firm, fixed price for the term of the contract.
7. **SUBMISSION REQUIREMENTS.** Contractors are required to submit their proposals via email to jmoore@muskogeecountytransit.org by **05/28/2021**.
   1. Contractors will be permitted to submit any additional information they consider relevant to the project scope of work and the project at hand. All materials must be labeled, and the expressed intent described within the proposal submitted.
   2. All bids must include all information requested within the RFP and an overall proposal sheet must show the required pricing. Any additional pricing must be submitted as well.
   3. At minimum, the proposal must include all details listed within the scope of work and list a detailed individual pricing of all equipment and services
8. **CONTRACTOR LICENSES.** Contractors are required to submit the following documentation with their proposals.
   1. In accordance with Oklahoma State Statute Title 158, Chapter 85, a valid roofing license with a Commercial Endorsement issued by the Oklahoma Construction Industries Board.
   2. Any licenses required by the City of Muskogee for a job of this type.

1. **SCOPE OF WORK.** The following are elements the proposal should contain to meet the scope of work:
   1. ***Roof Needs***
      1. Removal of old roofing material and associated hardware.
      2. Installation of new roofing material and associated hardware. New material shall be comprised of “R” Panels and a minimum of 24 gauge.
      3. Restoration of structural framework that may be damaged due to rust or deterioration of existing roofing supports.
      4. Removal and disposal of old roofing material.
2. **SITE VISIT.**
   1. A mandatory site visit/roof inspection is required for all vendors submitting a proposal.
   2. Site Visit/Roof Inspection will be held: **05/14/2021 at 11:00 am.**
3. **WARRANTY.** Except as expressly stated, at a minimum, the warranty for all items provided shall be manufacturer’s minimum standard warranty. Contractor shall be an authorized distributor or manufacturer of the product(s) offered. Contractor shall provide extended warranty options at one-year period increments.
4. **INSTRUCTIONS.** 
   1. The RFP may be obtained electronically at www.muskogeecountytransit.org/restorationproject
   2. No oral explanation in regard to the meaning of the specifications will be made, and no oral interpretation will be given before the award of the contract. If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of any part of the specifications or any other proposed contract documents, they may submit to Muskogee County Transit a written request for an interpretation thereof.
   3. Written questions should be submitted by email to jmoore@muskogeecountytransit.org with RFP Roofing and Restoration in the Subject Line to be received no later than **5:00 PM central time on, 05/20/2021**. All questions and written answers will be posted to the website as an addendum to and become part of this RFP. Muskogee County Transit will not be responsible for any other explanation or interpretations of the proposed documents.
5. **RESPONSE.** 
   1. To be considered, proposals may be submitted electronically or delivered to Muskogee County Transit to the attention of Jon Moore on or before **May 28th at 5:00 p.m.** 
      1. Electronic submissions may be used by emailing to [jmoore@muskogeecountytransit.org](mailto:jmoore@muskogeecountytransit.org) Timestamp will be used from the date and time of the email received. Please use return receipt to show that it has been received. Recommend following up with a telephone call to **918-682-1721**.
      2. Delivered proposals must be delivered to Muskogee County Transit, Muskogee Office, physical address **4401 E Hayes St, Muskogee, OK 74403** 
         1. Please note that use of U.S. Mail, FedEx, UPS, or other delivery method, does not guarantee delivery to this address by the above-listed time for submission. Proposers mailing proposals should allow sufficient delivery time to ensure timely receipt of their proposals. If Muskogee County Transit’s office location to which proposals are to be delivered is closed on the proposal response date, due to inclement weather, natural disaster, or any other cause, the deadline for submission shall be automatically extended until the next Muskogee County Transit business day on which the office is open. Unless the Proposers are otherwise notified by Muskogee County Transit, the time for submission of proposals shall remain the same.
   2. Proposals must be signed by an official authorized to bind the Proposer to its provisions and include the Proposer’s Federal Identification Number. Each proposal page should be numbered for ease of reference.
   3. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFP.
   4. Proposals must contain individual pricing for all materials, training, and licenses.
   5. Each and every Proposer submitting a proposal specifically waives any right to withdraw or modify it, except as hereinafter provided. Proposals may be withdrawn by email or written notice received at Muskogee County Transit’s address for proposal delivery prior to the exact hour and date specified for proposal receipt. However, if the Proposer chooses to attempt to provide such written notice by telefax transmission, Muskogee County Transit shall not be responsible or liable for errors in telefax transmission. A proposal may also be withdrawn in person by a Proposer or its authorized representative, provided its identity is made known and it signs a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for proposal receipt. A proposal may only be modified by the submission of a new sealed proposal or submission of a sealed modification which complies with the requirements of this RFP.
   6. Although this request provides for a general format, it is not intended to limit a respondent's imagination and creativity in preparing a proposal the respondent feels will best serve the needs of Muskogee County Transit.
6. **DISCUSSIONS FOR CLARIFICATION.** 
   1. Proposers who submit proposals may be required to make an oral or written clarification of their proposals to Muskogee County Transit to ensure thorough mutual understanding and Proposer responsiveness to the solicitation requirements. The Transit Operations Director will initiate requests for clarification.
   2. Clarifications are due at the time of receipt of questions.
7. **BEST AND FINAL OFFERS.** 
   1. Muskogee County Transit reserves the right to conduct discussions with Proposers for the purpose of obtaining “best and final offer.”
   2. Muskogee County Transit reserves the right to waive formalities and reject any and all proposals.
   3. After the offer has been made, limitations will be made with any discussions to only Proposers whose proposal has determined to be reasonably susceptible of being selected for award.
   4. The selected Proposer will be required to assume responsibility for all services offered in its proposal whether or not it produces them. Further, Muskogee County Transit will consider the selected Proposer to be the sole point of contact with regard to contractual matters.
   5. Muskogee County Transit shall use its best judgment in conducting a comparative assessment of the proposal.
   6. Muskogee County Transit shall select a company that meets the needs of the agency and various contractors.
   7. A company will be selected, and notification will be made to all companies submitting proposals on or before **5:00 PM., June 4th 2021**.
8. **FEDERAL CONTRACT CLAUSES.**
   1. **No Federal Government Commitment or Liability to Third Parties** 
      1. Except as the Federal Government expressly consents in writing, the Contractor agrees that:
         1. The Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Contractor) to the Underlying Agreement, and
         2. Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (FTA or the Contractor) to the Underlying Agreement.
   2. **False or Fraudulent Statements or Claims.** 
      1. Civil Fraud. The Contractor acknowledges and agrees that:
         1. Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including 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.
         2. By executing the Underlying Agreement, the Contractor certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Contractor provides to the Federal Government.
         3. The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Contractor presents, submits, or makes available any false, fictitious, or fraudulent information.
      2. Criminal Fraud. The Contractor acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Contractor provides a false, fictitious, or fraudulent claim, statement, submission, certification assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.
   3. **Access to Contractor and Third-Party Participant Records.** 
      1. The Contractor agrees and assures that each Subcontractor, if any, will agree to:
         1. Provide, and require its Third Party Participants at each tier to provide, sufficient access to inspect and audit records and information related to its Award, the accompanying Underlying Agreement, and any Amendments thereto to the U.S. Secretary of Transportation or the Secretary’s duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General’s duly authorized representatives, and to the Contractor and each of its Subcontractors,
         2. Permit those individuals listed above to inspect all work and materials related to its Award, and to audit any information related to its Award under the control of the Contractor or Third Party Participant within books, records, accounts, or other locations, and
         3. Otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules.
   4. **Federal Changes** 
      1. The Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement as amended or promulgated from time to time during the term of this contract.
   5. **Civil Rights Requirements** 
      1. Disadvantaged Business Enterprise (DBE)
      2. The DBE goal for this RFP is 10% and or Good Faith Efforts (GFEs) are to be submitted. For information, the GFE process, visit: https://www.ok.gov/odot/Doing\_Business/Civil\_Rights/DBE\_Good\_Faith\_Effort\_Process.html. The list of Oklahoma certified DBE firms is available at: https://okdot.gob2g.com/Default.asp.
      3. Proposers that have DBE firms participating on this contract should provide the following information:
      4. The names and address of DBE that will participate in this contract.
      5. A description of the work each DBE will perform.
      6. The dollar amount of the participation of each DBE firm participating.
      7. Written documentation of the bidder/offeror’s commitment to use a DBE subcontractor.
      8. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor’s commitment.

* + 1. The successful contractor will be required to report its DBE participation obtained throughout the period of performance. More information on required DBE documentation is available in Federal Clauses or by visiting the Oklahoma Department of Transportation’s Civil Rights Division’s webpage: https://www.ok.gov/odot/Doing\_Business/Civil\_Rights/index.html.

* 1. DBE Substitution / Replacement
     1. As per the 49 CFR 26.53 and the ODOT DBE Program Manual, a prime contractor/bidder/offeror may not terminate, for convenience; a DBE (or an approved substitute DBE firm) listed in their contract and then perform the work of the terminated subcontractor with its own forces or those of an affiliate, without ODOT’s prior written consent. The contractor will notify the DBE subcontractor in writing as to reasons for termination and/or substitution. The DBE subcontractor will have five (5) days to respond to the contractor with any objection to termination and/or substitution. The contractor/bidder/offeror must then submit a request with documentation to Muskogee County Public Transit Authority for approval before proceeding with termination and/or substitution.

* + 1. Prompt Payment and Return of Retainage
    2. The entity utilizing this Contract declines to hold retainage from prime contractor and requires a contract clause obligating the prime contractor to make prompt and full payment of any retainage kept by a prime contractor to the subcontractor within 15 days after the subcontractor’s work is satisfactorily completed.
  1. Equal Employment Opportunity.
     1. Federal Requirements and Guidance. The Contractor agrees to, and assures that each Third-Party Participant will, prohibit, discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and:
     2. Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.,
     3. Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
     4. Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement,
     5. FTA Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Contractors,” and
     6. Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination based on disability.
  2. Specifics. The Contractor agrees to, and assures that each Third-Party Participant will:
     1. Prohibited Discrimination. Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations,
     2. Affirmative Action. Take affirmative action that includes, but is not limited to:
        1. Recruitment advertising, recruitment, and employment,
        2. Rates of pay and other forms of compensation,
        3. Selection for training, including apprenticeship, and upgrading, and
        4. Transfers, demotions, layoffs, and terminations, but
     3. Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer,” and
     4. Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), with:
     5. U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and
     6. 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.
  3. **Incorporation of Federal Transit Administration (FTA) Terms** 
     1. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the most current FTA Circular 4220, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any NCTD requests which would cause NCTD to be in violation of the FTA terms and conditions.
  4. **Right of the Federal Government to Terminate** 
     1. Justification. After providing written notice to the Contractor, the Contractor agrees that the Federal Government may suspend, suspend then terminate, or terminate all or any part of the federal assistance for the Award if:
        1. The Contractor has failed to make reasonable progress implementing the Award,
        2. The Federal Government determines that continuing to provide federal assistance to support the Award does not adequately serve the purposes of the law authorizing the Award, or
        3. The Contractor has violated the terms of the Underlying Agreement, especially if that violation would endanger substantial performance of the Underlying Agreement.
     2. Financial Implications. In general, termination of federal assistance for the Award will not invalidate obligations properly incurred before the termination date to the extent that the obligations cannot be canceled. The Federal Government may recover the federal assistance it has provided for the Award, including the federal assistance for obligations properly incurred before the termination date if it determines that the Contractor has misused its federal assistance by failing to make adequate progress, failing to make appropriate use of the Project property, or failing to comply with the Underlying Agreement, and require the Contractor to refund the entire amount or a lesser amount, as the Federal Government may determine including obligations properly incurred before the termination date.

1. **Expiration of the Period of Performance.**

Except for a Full Funding Grant Agreement, expiration of any period of performance established for the Award does not, by itself, constitute an expiration or termination of the Award; FTA may extend the period of performance to assure that each Formula Project or related activities and each Project or related activities funded with “no year” funds can receive FTA assistance to the extent FTA deems appropriate.

1. **Debarment and Suspension** 
   1. The Contractor agrees to the following:
   2. It will comply with the following requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200.
   3. It will not enter into any arrangement to participate in the development or implementation of the Underlying Agreement with any Third-Party Participant that is debarred or suspended except as authorized by:
      1. U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200,
      2. U.S. OMB regulatory guidance, “Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180, including any amendments thereto,
      3. Executive Orders No. 12549, “Uniform Suspension, Debarment or Exclusion of Participants from Procurement or Nonprocurement Activity,” October 13, 1994, 31 U.S.C. § 6101 note, as amended by Executive Order No. 12689, “Debarment and Suspension,” August 16, 1989, 31 U.S.C. § 6101 note, and
      4. Other applicable federal laws, regulations, or guidance regarding participation with debarred or suspended Contractors or Third-Party Participants.
   4. It will review the U.S. GSA “System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs,” https://www.sam.gov, if required by U.S. DOT regulations, 2 C.F.R. part 1200.
   5. It will include, and require each Third-Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:
      1. Complies with federal debarment and suspension requirements, and
      2. Reviews the SAM at https://www.sam.gov, if necessary, to comply with U.S. DOT regulations, 2 C.F.R. part 1200.
   6. If the Contractor suspends, debars, or takes any similar action against a Third-Party Participant or individual, the Contractor will provide immediate written notice to the:
      1. FTA Regional Counsel for the Region in which the Contractor is located or implements the Underlying Agreement,
      2. FTA Headquarters Manager that administers the Grant or Cooperative Agreement, or
      3. FTA Chief Counsel.
2. **Prompt Payment and Return of Retainage** 
   1. The entity utilizing this Contract declines to hold retainage from prime contractor and requires a contract clause obligating the prime contractor to make prompt and full payment of any retainage kept by a prime contractor to the subcontractor within 15 days after the subcontractor’s work is satisfactorily completed.
3. **DISADVANTAGE BUSINESS ENTERPRISE (DBE)**
   1. A separate contract specific goal has not been established for this procurement.
   2. Proposers that have DBE firms participating on this contract should provide the following information:
      1. The names and address of DBE that will participate in this contract.
      2. A description of the work each DBE will perform.
      3. The dollar amount of the participation of each DBE firm participating.
      4. Written documentation of the bidder/offeror’s commitment to use a DBE subcontractor.
      5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor’s commitment.
      6. The successful contractor will be required to report its DBE participation obtained throughout the period of performance.
      7. More information on required DBE documentation is available in Federal Clauses.
4. **Additional Insurance Requirements**
5. This contract requires the insurance requirements as stated below.
6. Public Liability and Property Damage Insurance covering all operations and activities hereunder in the following minimum limits (but in no event less than the statutory limits found at 51 Oklahoma Statues, Section 151 et. Seq. or successor or amendatory statues):
7. Bodily Injury Liability in the amount of not less than $100,000 for injuries, including accidental death and products liability, to any one person, and subject to the same limit for each person, in an amount not less than $1,000,000 for one occurrence.
8. Property Damage Liability in the amount of not less than $25,000 for any one accident including products liability and an aggregate limit of $1,000,000 per occurrence.
9. Combined aggregate liability coverage shall not be less than $2,000,000 (two million) for bodily injury, death, and property damage.
10. A Comprehensive Business Auto policy with a minimum limit of not less than $1,000,000 (one million) combined single limit for bodily injury and property damage, providing coverage for at least any and all leased, owned, hired, or non-owned vehicles used in any of the Contractor’s activities pursuant to this agreement, with any self-insured retention not excluding $100,000. Any and all mobile equipment which is not covered under this Comprehensive Business Auto policy shall have said coverage provided for under the Comprehensive General Liability policy.
11. Contractor will furnish ODOT with all certificates necessary to show the existence of all such insurance coverage. Said insurance coverage shall provide that ODOT are additional.
12. Named insured under said policy or policies and that said policy or policies cannot be cancelled or materially modified except upon thirty (30) days advance written notice to ODOT. The foregoing provision regarding additional named insured shall not create or be deemed to create any liability on the part of said additional named insured which would not otherwise exist under the laws of the State of Oklahoma.
13. Indemnification and Hold Harmless Clause
14. The Contractor shall indemnify and save harmless ODOT, their respective officers, employees and agents from all claims, suits, or actions of every kind and character made upon or brought against ODOT, their respective officers, employees and agents, for or on account of any injuries or damages received or sustained by any part or parties by or from acts of said Contractor or its servants, agents, and subcontractors, in doing the work and rendered the services contracted for, or by or consequence of any negligence in operation, or any improper material or equipment used, or by or on account of any fact or omission of said Contractor or his or its servants, agents, and subcontractors. This hold harmless and indemnity obligation shall include attorney’s fees, court cost and all other expenses incurred in the investigation and defense of any claim or suit.

**TITLE VI ASSURANCES**

**APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. withholding payments to the contractor under the contract until the contractor complies; and/or

b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The

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contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**APPENDIX E**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities**:

 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

 Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

 Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

 The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

 Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

 The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).