

# **Request for Proposals Micro-Transit Software**

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**RFP # 23-04**

August 19, 2022

Metropolitan Tulsa Transit Authority  
510 South Rockford Avenue  
Tulsa, Oklahoma 74120

# Request for Proposals

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## *Micro-Transit Software*

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## 1.0 INTRODUCTION

Sealed proposals shall be received by the Metropolitan Tulsa Transit Authority (MTTA), Attention Procurement Specialist, at 510 S. Rockford, Tulsa, Oklahoma at or before **September 30, 2022, 4:30PM Central Standard Time, Friday**, for the development and implementation of Micro-Transit Software as described in this Request For Proposal (RFP) document. Proposals received after the date and time specified above shall be considered late proposals and shall not be considered.

MTTA is seeking a “best value” proposal. In doing so MTTA may not award to the lowest priced firm but will weigh other factors as listed in 5.1 Evaluation Criteria in making a selection. MTTA reserves the right, in its sole and exclusive discretion to accept or to reject any and all proposals, in whole or in part. All proposals shall be subject to all applicable state and federal laws. The award to be let under this solicitation is subject to financial assistance contracts between MTTA, the Federal Transit Administration, and the State of Oklahoma. Proposal documents shall be clearly marked with the RFP number and shall be mailed or delivered to:

Metropolitan Tulsa Transit Authority  
ATTN: Jack Van Hooser  
Procurement Specialist  
510 S. Rockford Avenue  
Tulsa, Oklahoma 74120  
Fax: 918-704-1880

The anticipated schedule for selection of a Proposer is as follows:

Request for Proposal Released	August 19, 2022
Advertisement	August 28 and September 4, 2022
Deadline for Questions Regarding the RFP	September 9, 2022@ 4:30 p.m.
Response to questions	September 16, 2022
Proposals Due	September 30, 2022@ 4:30p.m.
Interviews/Demos (if deemed necessary)	Week of October 3 - 7, 2022
Contract Award (tentative)	October 25, 2022

## **2.0 INSTRUCTIONS TO PROPOSERS**

### **1. PROPOSAL FORMAT**

MTTA requires four copies of all documents, one unbound original and three copies. Further, an electronic copy on a CD or jump drive is required. Each must be clearly labeled on the front sheet. Proposals shall be prepared simply and economically on letter sized paper with tabbed or marked sections. Documents can be stapled or assembled with a plastic spine. No three ring binders please. Cost of services must be included on the firm's form provided in a separately sealed envelope appropriately labeled.

### **2. TERMS AND CONDITIONS**

All proposals are subject to the provisions specified in this RFP, including federal clauses. Terms and conditions included as a part of published price lists, catalogs, and/or other documents submitted as a part of the proposal are waived and will have no effect either on the proposal, or any contract which may be awarded as a result of the proposal. The attachment of any other terms and conditions may be grounds for rejection.

#### **DUE DATE**

Sealed proposals must be received by MTTA no later than **4:30 PM Central Standard Time** on September 30, 2022.

#### **CONTACT INFORMATION**

For questions or additional information, contact the buyer via email: Jack Van Hooser, Procurement Specialist, [jvanhooser@tulsatransit.org](mailto:jvanhooser@tulsatransit.org), or at (918) 704-1880. Include the RFP number on the subject line of all email correspondence.

Proposers are encouraged to contact the Procurement Specialist if there is anything in the specifications that would prevent them from submitting a proposal. Electronic submissions are the preferred method of answering questions, although written submissions via mail or fax will be accepted and must be received no later than **September 2, 2022@ 4:30 p.m.**

### **3. BIDDER'S NOTICE OF INTENT TO SUBMIT A PROPOSAL**

Email the Procurement Specialist indicating your intent to submit a proposal. Include the RFP number on the subject line of the email. You will receive an email response indicating your notice was received. The same procedure will be followed to request clarification in writing of any point in the RFP. Responses to questions are considered official only when answered in writing in an addendum.

### **4. AMENDMENTS TO THE REQUEST FOR PROPOSALS**

Any amendments to the solicitation will be posted on the MTTA web site at <http://tulsatransit.org/about-Tulsa-Transit/procurements-and-dbe/>. In addition, any bidder that has submitted a Notice of Intent to Submit a Proposal via email will be notified of any amendment

by email. The bidder will be required to acknowledge the receipt of all amendments as part of the proposal package.

## **5. ACCEPTANCE AND REJECTION**

MTTA reserves the right to reject any and all proposals, to waive any informality in proposals, and unless otherwise specified by the offer, to accept any item in the proposal. If either a unit price or extended price is obviously in error or the other price is obviously correct, the incorrect price will be disregarded. MTTA reserves the right to make partial, progressive or multiple awards where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas, or other factors deemed by MTTA to be pertinent or peculiar to the purchase in question.

## **6. TIME FOR CONSIDERATION**

The offer shall be valid for a minimum of 90 days from the date of proposal opening.

## **7. PAYMENT TERMS**

Payment terms are Net 30 days after receipt of a correct invoice or acceptance of goods, whichever is later.

## **8. CONDITION OF GOODS**

Unless otherwise indicated in the proposal, it is understood and agreed that any item offered or shipped pursuant to this RFP or resulting contract shall be new.

## **9. DEVIATIONS FROM SPECIFICATIONS**

Any deviation from specifications indicated herein must be clearly stated by the proposer in writing; otherwise, all items offered by proposer shall be deemed to be in strict compliance with these specifications, and the successful proposer will be held responsible thereto. Deviations must be explained in detail by proposer on an attached sheet(s). This paragraph shall not be construed as inviting or permitting any deviation whatsoever by proposer from the stated specifications or implying that any such deviation will be acceptable to MTTA.

## **10. INFORMATION AND DESCRIPTIVE LITERATURE**

Proposers are to furnish all information requested in the spaces provided on the proposal form. Further, as may be specified elsewhere, each proposer must submit with its proposal descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous proposal does not satisfy this provision.

## **11. CONFIDENTIALITY OF PROPOSALS**

Access to records received by or generated by MTTA is governed by Oklahoma law. Any information the proposer judges to be proprietary data should be submitted in a separate sealed envelope and clearly marked as proprietary information.

## **12. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will not be held.

### **13. PRICING / QUANTITY**

Pricing information is required in accordance with the firms Price Proposal Sheet to be submitted by proposer. Base quantities and priced option quantities should be defined on the price proposal sheet. The term of this contract is for three years with the option for an additional two-year term.

### **14. SIGNATURE REQUIREMENTS FOR PROPOSAL DOCUMENTS**

All documents submitted, as part of a proposal package must be signed by the person having the legal authority to bind the corporation or firm, and that signature must be attested / notarized. Failure to comply with the signature requirements may result in the proposal being rejected as non-responsive.

### **15. PROPOSAL EVALUATION**

MTTA shall evaluate all proposals using the factors listed below and shall select the proposal that represents the "best value." Pursuant to Federal Transit Administration purchasing guidelines, an award will be made to the responsible proposer whose proposal is most advantageous to MTTA with price and other factors considered. The evaluation criteria for this RFP are:

#### **Proposed Total Price (35%)**

Price will be evaluated on the basis of being advantageous to MTTA.

#### **Relevant Related Experience (30%)**

Experience directly or indirectly related to the scope of work required.

#### **Qualifications, Experience and History of the Firm (35%)**

Proposals will be evaluated based on the proposer's experience in the business of providing Micro-transit Software, the proposer's record of customer responsiveness, and financial stability. MTTA will contact references to determine the proposer's history of meeting schedules and other contract commitments.

#### **Bonus Points**

The proposer will be offered up to 5 additional bonus points for Oklahoma certified Disadvantaged Business Enterprise (DBE) participation.

### **16. PROOF OF INSURANCE**

Proposals must include proof of insurance at the minimal levels required in the general terms contained in this RFP.



## **17. CONFLICTS OF INTEREST**

Proposer must identify any conflicts of interest that exist related to past, present or planned activities or interests, financial or otherwise, with regard to MTTA or organizations that may be substantially affected by MTTA activities. In the absence of any known conflict of interest, the proposer shall submit in its proposal a statement that no conflicts of interest exist.

## **18. POST AWARD**

A post-award debriefing is provided to un-successful proposers upon written request. MTTA shall provide the following information, if applicable:

- The agency's evaluation of the proposer's proposal or bid, including any noted deficiencies or weaknesses.
- The overall evaluation summary, including rating for each evaluation criteria for the debriefed proposer.
- The overall ranking of all offers, when any ranking was developed by the agency during source selection.
- A summary of rationale for award.
- For acquisitions of commercial items, the make and model of the item to be delivered by the successful proposer.

## **19. PROTEST PROCEDURES**

MTTA has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting MTTA's procurement officer. Any protest filed by a proposer in connection with the RFP must be submitted in accordance with MTTA's written procedures.

## 3.0 SCOPE OF WORK

### 3.1 PROJECT REQUIREMENTS

#### **Objective**

Tulsa Transit is seeking proposals, including information and pricing, from qualified vendors to provide a reliable and demonstrated microtransit scheduling and routing software system. Proposals should include setup and support services for Tulsa Transit staff and third-party service operators. If your software includes a Paratransit solution, include details of this in your proposal.

A customer-facing online application will enable Tulsa Transit customers to plan, book, pay for, and execute point-to-point trips within a microtransit service area defined by Tulsa Transit. A driver-facing application will allow a third-party operator to access trip information, navigation, manage rides, and track fare payment. The technology will also provide a tool for a third-party operator to dispatch, monitor, and manage operations, as well a system for Tulsa Transit to collect data and produce planning and management reports. The microtransit service offered by Tulsa Transit will be available to the general public and will be accessible per the Americans with Disabilities Act and compliant with related regulations as mandated by the Federal Transit Administration.

The Microtransit service will operate point-to-point pilot service in an area of approximately 32.4 square miles in North (23.7 Sq Miles) and Northwest (8.7 Sq Miles) Tulsa for four (4) months with expansion by August 2023 with the possibility of extending length, modifying service area boundaries, and expanding service area size.

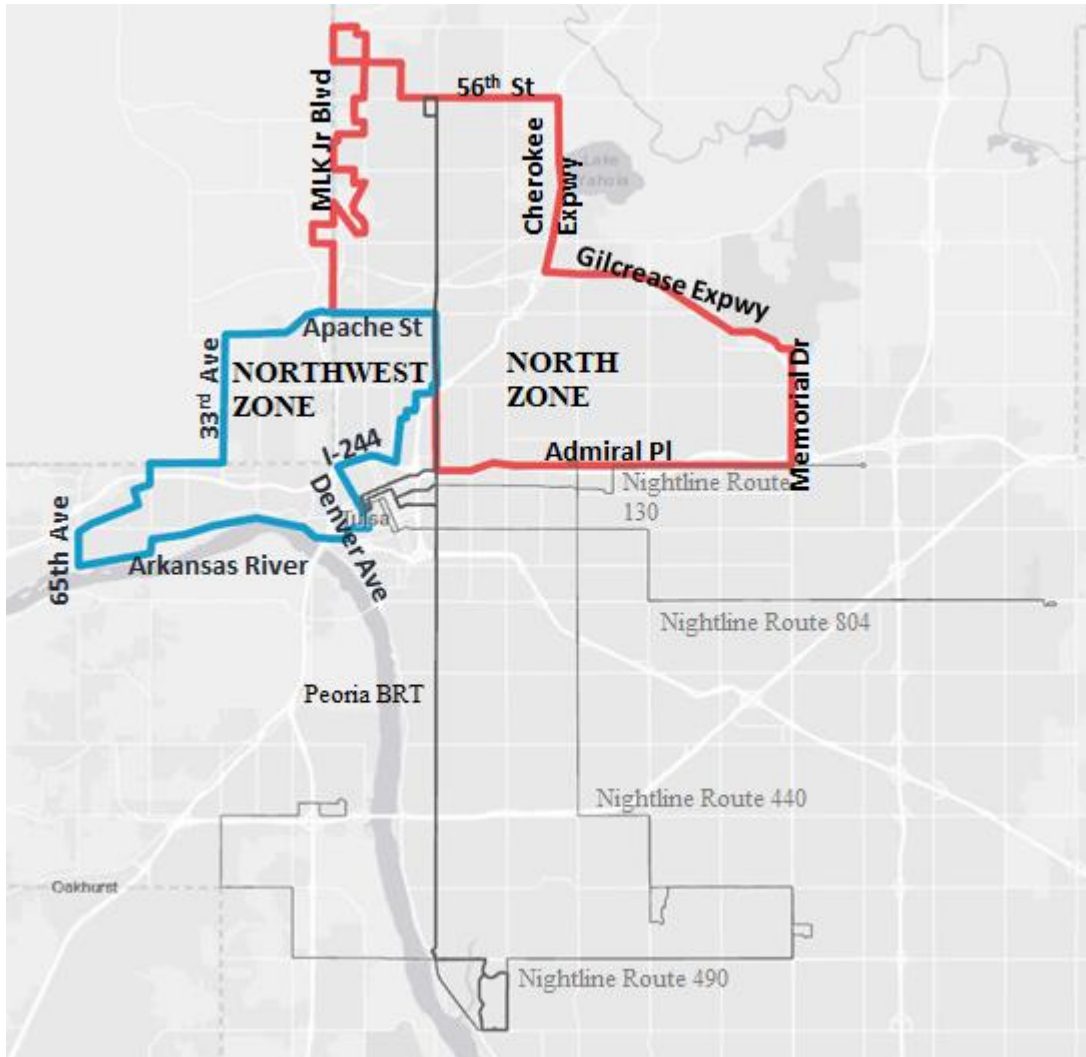
#### **Background**

Tulsa Transit operates, administers, and coordinates Fixed Route public transit services in the Tulsa metropolitan area. Flex transit services are operated by a third-party vendor.

Tulsa Transit operates 18 Monday-Friday Fixed Routes, One Bus Rapid Transit Line, One Express route and a Third-Party Contractor operates 7 Flex routes.

A North and Northwest microtransit pilot will demonstrate investment in urban core neighborhoods where expanded mobility options may have the greatest potential impact for community members. The pilot will launch microtransit service in Spring 2023 in a 32.4 sq. mile area in North (23.7 Sq. Miles and Northwest ( 8.7 Sq Miles) Tulsa (Figure 1). The Northwest Tulsa zone will be a new service area for the Night and Sunday service.

Figure 1. Map of microtransit pilot service area in North and Northwest Tulsa, approximately 32.4 square miles.



## **Goals**

Microtransit pilot goals are to:

- Expand mobility choices – and continue to serve existing transit riders and those that rely on transit.
- Expand access to high frequency fixed routes – especially to connect to the BRT.

To best meet project goals, microtransit customers must have multiple options for interfacing with the service and paying for rides. The platform should allow customers to query and book rides using a smartphone app, desktop internet browser, and phone line.

Customers should also have the option to use multiple fare payment media, including cash fare, mobile tickets, coupons. Cash fareboxes will be provided by Tulsa Transit and will be

implemented on vehicles used to operate microtransit service. The Tulsa Transit Mobile App provides customers with the option to purchase full fare mobile tickets, and the ticketing/mobile app provider is Go Pass ( DART).

### **3.2 PROPOSAL REQUIREMENTS**

The response to this RFP shall consist of the following sections:

1. Corporate Background and Experience
2. Financial Statement
3. Project Staffing and Organization
4. Technical Approach
5. Outsourcing
6. Cost Proposal

#### **Corporate Background and Experience**

This section shall include background information on the organization and should give details of experience with similar projects. A list of references (including contact persons and telephone numbers) for whom similar work has been performed shall be included.

#### **Financial Statement**

The Vendor's most recent audited financial statement or similar evidence of financial stability shall be provided.

#### **Project Staffing and Organization**

This section shall include the proposed staffing, deployment, and organization of personnel to be assigned to this project.

#### **Technical Approach**

This section shall include, in narrative form, the Vendor's approach to accomplishing the tasks outlined in the Scope of Work Requirements section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

#### **Outsourcing**

The Vendor shall detail the manner in which it intends to utilize resources or workers located outside of the United States, and MTTA will evaluate the additional risks, costs, and other factors associated with such utilization to make the award for this proposal as deemed by the awarding authority to be in the best interest of MTTA.

For any proposed or actual utilization or contract performance outside of the United States, the proposal shall include:

- a. The location of work performed under a state contract by the vendor, any subcontractors, employees, or other persons performing the contract.
- b. The corporate structure and location of corporate employees and activities of the vendors, its affiliates, or any subcontractors.

## **Price Proposal**

The Vendor shall submit a Price Proposal containing:

- a. Base cost of software and services
- b. Software license costs
- c. Hardware costs (if any)
- d. Training costs (including personnel and travel expenses)
- e. Software support costs
- f. Other costs (e.g. office expenses)
- g. Total Cost: A total not to exceed cost representing the maximum amount for all work to be performed must be clearly indicated.

### **3.3 TECHNICAL REQUIREMENTS**

MTTA is seeking a technology platform that meets the following functional and technical requirements. Vendors shall provide a detailed narrative description of its approach and methodology. Vendors may also suggest technical and procedural innovations based on previous successful engagements.

The term of this contract is for three years with the option for an additional two-year term.

#### **FUNCTIONAL AND TECHNICAL REQUIREMENTS**

##### **GENERAL TECHNOLOGY REQUIREMENTS:**

- Inclusion of 3 technologies: rider/customer app, driver/operator app, and back-office administration
- Rider and driver apps must be available for free download on Apple iTunes and Google Play. The rider app can be used to schedule, track and take rides, and may enable customer feedback. The vehicle operator/driver app provides the driver with real-time trip details, including manifest and manifest changes, and navigation.
- The back office and administrative functions include scheduling software, administration and hardware components to facilitate microtransit operations.
- To book a ride in-app, riders are required to establish a user account and provide at minimum a name, phone number/email, and preferred method of contact. New users must receive a Tennessee warning notification specific to the data that will be collected by the app (see Exhibit D for an example).
- To ensure access to microtransit reservations, reservations must be available to those who do not have a smartphone or do not feel comfortable using a rider app via an MTTA reservationist who can be reached by telephone. The back office and administrative functions include scheduling software, administration and hardware components to facilitate microtransit operations.
- Riders will have the ability to purchase fares through the microtransit app. Describe how the technology will integrate fare payment with mobile apps.

- Provide a deep link to be integrated into the Go Pass app, for the purpose of integration with mobile ticket purchasing.
- Customers can also pay on-board using the cash, or other accepted fare media.
- The Vendor’s microtransit software solution shall be compliant with Web Accessibility standards 2.0 Level AA and be ADA compliant for all users. Describe how the technology meets or exceeds these standards, including any additional features that support user accessibility.
- Vendor shall use all reasonable commercial efforts to ensure that the software and services provided are available to Tulsa Transit and the third-party operator. Describe the level of system availability expected for this software (i.e. percent uptime excluding scheduled maintenance) and procedures for managing and communicating service disruptions.
- Describe any software or hardware specifications required by the technology.

### **SERVICE DISCOVERABILITY, CUSTOMER INFORMATION, AND TRIP REQUESTS**

- The rider app must map the service area and display service hours. Describe how the app supports service discoverability, including when users are located outside the service area or when a user accesses the app outside service hours.
- Riders search for and book rides in real time within the microtransit service area. Describe the process of trip booking, including steps for riders, back-end processes handled directly by dispatchers/operators or automated by the software, and how a customer would purchase their fare using the microtransit app.
- Riders may plan a multimodal trip, including but not limited to trips where users transfer between microtransit and fixed route modes. Describe how the technology supports multimodal trip planning, including whether this is accomplished natively, using third party systems or links to MTTA web tools or APIS.
  - MTTA prefers that service data is available via API(s) for third-party customer information applications.
    - Describe how the technology platform supports real-time service discoverability in third party applications. Include information about existing active integrations with other applications. Include details as to whether customers using third party applications can link to a different application to book trips or whether trip requests and booking can be performed within the third-party application.
    - If applicable, describe the software platform’s engagement with and adoption of the General On-Demand Feed Specification (GOFs) for sharing service data.
- Riders have access to real-time microtransit trip information once a trip is booked, including mapped vehicle location, and estimated pick-up and drop-off times.

- User may indicate a special location request to facilitate pick-up or drop-off (e.g., “pick-up at north entrance”). Describe how the technology accommodates special requests, including any process for accepting or denying special requests.
- User may indicate accessibility requests (e.g., wheelchair space, travelling with a Personal Care Assistant (PCA), bicycle accommodations, etc. Describe how the technology manages wheelchair capacity and other accessibility requests.
- User may cancel a booked ride. Describe how the technology manages ride cancellations, what this procedure looks like for users, and, if applicable, how the system supports fare refunds when tickets are purchased through the microtransit app.
- Riders receive service updates, trip updates, and surveys through the app or via SMS. Notifications should support hyperlinks/integration to external content.
- Walk-up riders (those who do not have an existing trip request) may request a trip directly from an operator. Describe how the technology supports walk-up rides, including how these are processed alongside existing on-demand trip requests.
- The Agency may feature the customer-facing app in marketing materials produced for the pilot

#### **TRIP, FLEET, AND SERVICE MANAGEMENT**

- Vehicle “active” status may be enabled or disabled. Describe how the technology manages active and inactive vehicles, such as at the start/end of service, during deadhead to/from the garage, operator breaks, vehicle failure, and other situations.
- Operator app displays trip navigation, including mapped routing and turn-by-turn directions. Describe these navigation functions.
- Operator logs trip details in-app, including completion of pick-up, drop-off, fare payment, and no-show events. Describe how the technology supports these operator app functions, including any systems to audit service delivery and monitor operator performance. Must follow all FTA and USDOT requirements for allowable in-vehicle communication technologies.
- The software must include a system to track historic and monitor real-time service details, at the event level and the summary level. Event records should include requested rides, completed rides, rides in progress, cancelled rides, no-show rides, denied rides (eligible ride but declined by system due to capacity, wait time, etc.), declined rides (offered trips that were not booked by rider), and eligibility denials (ride not eligible due to location, time of day, etc.). Summary real time status details include vehicle status, fleet capacity, demand levels, wait times, and other key performance indicators.
- The software must include a dispatch system to view and edit all vehicle/operator itineraries. This includes creating new rides, cancelling rides, and reassigning rides.
- MTTA will need access to create customizable reports, KPI, and service design parameter settings. Parameters for service design must be editable (e.g. maximum party

size in a single booking, vehicle maximum passenger capacity, fleet characteristics, service span, service area add/remove/modify, etc.)

- The software must include an automated routing algorithm that is operationally efficient. Describe how the routing algorithm prioritizes various operational and service parameters (e.g., customer wait times, in-vehicle time, added time/detour for shared rides).

## **ACCOUNT MANAGEMENT**

- The software must include a system to manage rider accounts. This includes managing rider accounts on behalf of riders (such as call-in riders), including account creation and trip booking/cancellation. This also includes suspending rider accounts on microtransit.
- Administrator ability to create and manage staff user accounts. Describe how the technology supports multiple types of staff user accounts, including operators, dispatchers, administrators, and other support staff.
- Ability to grant specific user permissions to edit data points (e.g., time of ride request, location of request). Describe how the technology supports, tracks, and audits data point edits.

Vendor should also include a description of their technology's ability to support back of office functionality such as scheduling of vehicles, drivers, support staff, and other features.

## **DATA REPORTING AND SHARING MINIMUM REQUIREMENTS**

The Vendor will include in their proposal their plan for data collection, data reporting and data sharing. Data collected and managed by the Vendor on behalf of the Agency must comply with State of Oklahoma Law

### **DATA COLLECTION AND REPORTING**

MTTA requires access to event-level data to perform research and analytics, to adjust service in response to performance data, and meet NTD reporting requirements. Event-level data means an observation of a service event occurring at a particular time, in a particular place, or on a particular trip. These events will be generated by the operator app and the customer app. The Vendor shall describe in what format(s) these data would be available, how these data would be distributed, and how regularly these data would be distributed. A list of required event data follows below. In addition, a vendor-provided data dashboard is required for data visualization, summary reporting, and monitoring.

The Vendor shall include an itemized list of data that will or will not be shared with MTTA, and describe any intended business or commercial use of that data. The Vendor shall also affirm that their data management and data sharing approach will conform with Oklahoma State Statutes.

#### *Required: Operational Data*

These are data about customer requests and trips booked and provided.



- Customer trip requests: unique user identifier, date-timestamp of request, device location at time of request, requested pick-up and drop-off locations (latitude & longitude), other characteristics of the trip, such as number of passengers, whether a mobility device will be used, etc., whether trip was accepted/booked or denied, unique trip identifier if trip is booked
- Trip bookings: user identifier, trip identifier, offered pick-up and drop-off locations and times, trip result (completed, no-show, cancellation, modification, etc.), source of the trip (user app request, other sources)
- Fare payments (when fare is paid through user app or when the operator logs that a customer has paid through the onboard fare collection systems): user identifier, trip identifier, fare paid
- Trips provided: trip identifier, vehicle identifier, operator identifier, actual pick-up and drop-off locations and times
- Ridership Feedback Reports

The following data and data summaries are needed for NTD reporting and should be provided as possible:

- Revenue vehicle hours (RVH) in reporting period
- Revenue vehicle miles (RVM) in reporting period
- Total vehicle hours (TVH) in reporting period
- Total vehicle miles (TVM) in reporting period
- Unlinked passenger trips (UPT or boardings) in reporting period
- Passenger miles travelled (PMT) in reporting period
- Vehicles operated in maximum service (VOMS) in reporting period

#### *Application Usage Data*

These are summary data about mobile app usage:

- Number of installs
- Number of active users on given date
- Attempts to search trips outside of service area, including user location, queried locations, and timestamp associated with this action.

#### **TRAINING**

The Vendor must include a plan for training operators, customer service representatives, dispatchers, and administrators in use of the technologies covered in this RFP. The proposal should provide examples of the Vendor's success training other clients/partners.

The Vendor shall describe how they would structure training for the various applications and dashboards included in the microtransit technology system.

At a minimum, the Vendor should address the following:

- Training format and structure (e.g. in-person or remote, number of training sessions, duration of training)
- How the technology training will be tailored according to staff roles (driver, customer service rep, dispatch, administrator), including what practical skills/competencies that will be covered in staff trainings
- How, when, and in what format the training materials will be made available to the Tulsa Transit and third-party operator
- How the Vendor will provide long term support for the product, including maintenance of software, customer application troubleshooting, and training for new technology features as they are made available
- Costs associated with training, including trainer travel expenses and additional training sessions (such as training for new features or training new staff)
- A description of Vendor personnel assigned to training

### **OPTIONAL ITEMS**

The following items are desired by MTTA but optional to include in the proposal. For each item the Vendor is capable and willing to provide, explain how the Vendor supports/provides the item.

- Paratransit Scheduling Software
- Full Integration with Tulsa Transit's Mobile Ticketing App (GO PASS) or alternative technology solution
- Assistance with development of product marketing material, including templates.
- Consultation services, such as any analysis, modeling, or evaluation occurring before, during, or at the end of the pilot period.

### 3.4 MANDATORY REQUIREMENTS

The following are mandatory requirements for qualifying as a responsible proposer. A proposer that is found to not meet these qualification requirements may be determined to be non-responsive and its proposal rejected. The following table details which requirements proposers must meet for each project within this RFP:

1. Proof that the proposer's human and physical resources are sufficient to allow it to perform the contract as specified and to assure delivery of all products and equipment within the time specified by the contract. Please supply a list of all staff complete with a description of their role, relevant work experience, certifications and expertise, within your response.
2. Evidence of satisfactory performance on at least three (3) past contracts of a similar nature.
  - a) Project name and description of services provided
  - b) Project location
  - c) Size of project
  - d) Completion date
  - e) Customer name and contact information (be sure to include email address)
3. Proposers shall also include a list of organizations that they have contracted with for the last three (3) years with contact information that, at a minimum includes names, email addresses, and phone numbers, AND/OR any customers that have cancelled a contract in the last three (3) years and reason for cancellation.
4. Proposers must fully complete the included price proposal worksheet and all applicable forms/certifications to be considered responsive proposers. Failure to fully complete the price proposal worksheet will result in the proposer being classified as non-responsive.

#### **Basis of Award**

Any contract resulting from this RFP will be awarded to that firm whose proposal is deemed by MTTA to be qualified considering the evaluation criteria stated above and provides MTTA with the **best value** among those considered technically acceptable.

"Best Value" will be determined solely by MTTA.

MTTA reserves the right to meet or communicate with any proposer to clarify the responsiveness of its proposal and the responsibility of the proposer's organization and its sub-proposers, in order to ascertain technical acceptability.

The following scoring criteria will be used to assist MTTA in making its final decisions regarding the contract award recommendations associated with this RFP:

**1) Cost of Software, Service & Support – 25%**

MTTA desires to satisfy the RFP requirements on a timely basis and will consider costs between suppliers along with the value added services that are provided.

**2) The Proposer's Experience – 20%**

Experience with similar projects and transit agencies.

**3) The Proposer's past record of performance – 20%**

This will be based upon the supplier's ability to meet requirements for qualifying as a responsible supplier. MTTA will call the references listed by the supplier including other factors such as cost control, quality of work, and ability to meet schedules.

**4) Qualifications & experience of key project members – 20%**

Includes qualifications of principal project members and their experience. MTTA will assess all supplier attributes, both tangible and intangible, to determine which proposal gives MTTA the best overall value in terms of:

- Reliability
- Scheduling
- Sustainability
- Coordination with MTTA
- Options provided to MTTA
- Other factors identified during the RFP process that may become relevant

**5) Microtransit Software experience – 15%**

This will be based upon the supplier's specific knowledge of micro transit and existing software.

**Bonus Points**

**Disadvantaged Business Enterprise**

The proposer will be awarded up to ten (10) bonus points for Oklahoma Certified DBE participation.

Contractors that submit proposals in response to this “Request for Proposals” must have the capability of providing the services listed. MTTA assumes no obligation of any kind for expenses incurred by any respondent to this solicitation. All submittals become the property of MTTA and will not be returned. The submittal shall meet the following requirements or will be deemed non-responsive and will not be eligible for consideration of this project:

- Proposals shall be signed by an officer authorized to bind the proposer and shall contain a statement to the effect that the proposal constitutes a firm offer for at least 90 days from the last day of receipt of proposals set forth herein.
- Each criterion for selection must be addressed.
- There is a minimum twelve (12)-point font requirement for the basic text of the entire submittal. Any charts, graphs, table of organizations, etc., must be of readable size.
- Maximum length of proposal is 60 pages excluding required forms and Exhibit A pricing sheet, cover letter, resumes and proposal tabs/dividers.
- One (1) original and three (3) copies of the submittals are due no later than 4:30 p.m., October 1, 2021 to Jack Van Hooser, Procurement Specialist 510 S. Rockford Avenue, Tulsa, OK 74120.
- Submittals shall be in a sealed, opaque envelope, clearly marked RFP # 23-04 Micro-Transit Software.
- The proposed fee (Exhibit A) shall be provided in a separate, sealed envelope.
- Late submittals, or those delivered by facsimile, electronic mail, or any other format other than bound paper copies, will be deemed non-responsive and will not be considered for the project.

MTTA has an overall Disadvantaged Business Enterprise (DBE) Goal of 1%. There is no specific goal for this project. MTTA highly encourages disadvantaged, minority, and women-owned consultant firms to respond.

From the date of this RFP until 4:30 p.m. September 10, 2021, all questions and inquiries should be submitted in writing by mail, fax or E-mail to the following: Mr. Jack Van Hooser, [jvanhooser@tulsatransit.org](mailto:jvanhooser@tulsatransit.org) or by fax at 918-582-5209 or by mail at MTTA, 510 South Rockford Avenue, Tulsa, OK 74120.

All prospective offerors will be notified of questions and responses by addendum by the close of business on September 17, 2021.

Prices shall not be made public until the contract is awarded. Proposals may not be withdrawn after the submission date.

This solicitation does not obligate MTTA to pay for costs incurred in the preparation of proposals or to award a contract. MTTA reserves the right to accept or reject any or all proposals, or to cancel in part or in whole, this solicitation.

### **3.5 PROPOSAL FORMAT**

#### **COVER LETTER**

Include a Letter of Transmittal signed by the person(s) with the authority to bind the firm and answer questions or provide clarification concerning the submitted proposal. Include the following information:

- Firm name, address, telephone number
- Email of proposal contact
- Contact Name & Title
- Year Business Established
- Type of Organization indicate whether a sole proprietor, partnership or corporation and whether or not a disadvantaged business enterprise (DBE).
- List of subcontractors, their role on the team and whether a DBE

The cover letter should not exceed three pages.

#### **STATEMENT OF QUALIFICATIONS**

Please state qualifications and relevant experience in conducting business similar to that, which is required herein, within the last five (5) years. Include same information for proposed subcontractors.

#### **REFERENCES**

Provide four (4) client references from prior transit system work conducted in the last five (5) years. Include organization name, address, telephone number, and name and title of a contact person. Include same information for proposed subcontractors. In addition, please provide a listing of all your contracts for the last 3 years.

#### **RESUMES OF KEY PERSONNEL**

Provide resumes showing the names, experience, and professional qualifications of the key personnel to be assigned to this project. If subcontractors, joint ventures, or both are contemplated, include the qualifications, experience, and references of the entire team.

**DISCLOSURE OF PROPOSAL CONTENTS**

To the extent permitted by State and Federal law, information provided in all proposals will be held in confidence and not revealed or discussed with competitors. All material submitted becomes the property of MTTA and may be returned only at the MTTA's option. Proposals submitted to MTTA will be reviewed and evaluated by persons of the MTTA's choosing, other than competing proposers. MTTA retains the right to use any and/or all ideas presented in reply to the RFP. Eventual selection or rejection of proposals does not affect this right.

## 5.0 FIRM SELECTION PROCEDURE

Selection of the successful proposal shall be generally based on the information provided by the developer in response to the Request for Proposals and any subsequent interviews that may be conducted. Developer interview will be held solely at the option and discretion of the MTTA. The process for selection shall occur in the following sequence:

- Review and ranking of proposals
- Establish a “short list”
- Interview “short-listed” firms (at the option and discretion of the MTTA)
- Identify best qualified firm(s)
- Award contract

A project selection committee will be formed to evaluate the proposals and to make recommendation to the MTTA Board of Trustees. This committee may consist of representatives from various departments within the MTTA and/or representatives from other stakeholders including the City of Tulsa. Composition of this committee is at the sole discretion of the MTTA. Names of the committee members will not be released prior to the time of interviews.

The committee will review the proposals for format to ensure conformance with the requirements of the RFP and may select finalists to interview with the Committee as a part of the Committee’s evaluation process. MTTA does not guarantee that an interview will take place, thus reserving the right to select a consultant based solely on the information provided in the proposals received in response to the RFP.

The MTTA General Manager will review the committee recommendation and decide whether to accept, reject, or modify the recommendation before presenting to the Board of Trustees. The Board of Trustees is charged with making a contract award.

### 5.1 EVALUATION CRITERIA

MTTA is following a “Best Value” approach to selecting a developer for this RFP. In doing so MTTA may not award to the lowest priced firm but will weigh other factors as listed below in making a selection.

The following information and criteria, in order of importance, will be used to evaluate and rank responses and the presentation, should the MTTA choose to conduct interviews with short-listed firms:



1. Cost of software, Service, & Support
2. The proposer's experience with projects similar to those listed.
3. The proposers' past record of performance on contracts, including factors such as cost control, quality of work, and ability to meet schedules
4. The qualifications and experience of the key project members
5. Microtransit Software Experience Based upon the supplier's specific knowledge of micro transit and existing software.
6. Proposers that are DBE or that are willing to use a DBE firm as a subcontractor when subcontractors are proposed as part of a team.

## **6.0 PROPOSAL FORMS**

In addition to the federal certifications and representations that are required to be submitted with the proposal. The following additional forms shall be included.

1.0 DBE Qualification Form

2.0 Statement of Bidder's / Proposer's Qualifications

3.0 Authorization for Information

4.0 Customer Reference Listing

## 1.0 DBE QUALIFICATION FORM

\_\_\_ Is your firm certified as a DBE with the Oklahoma Department of Transportation (ODOT)?

Does your firm meet the following requirements to qualify as a DBE under the DOT DBE program?

\_\_\_ Disadvantaged owners are U. S. citizens or legal permanent residents.

\_\_\_ Firm's annual gross income does NOT exceed \$17,20 million (averaged over 3 years).

\_\_\_ Firm is at least 51% owned and controlled by socially and economically disadvantaged individuals.

\_\_\_ Firm meets SBA small business size in the primary industry group (13 CFR part 121).

\_\_\_ Firms owned by ANC's Indian Tribes, and Native Hawaiian Organizations, meet the small business size requirements and are controlled by socially and economically disadvantaged individuals.

\_\_\_ Firms and owners meet the requirements of part 26 concerning licenses and credentials.

\_\_\_ Firms must be for profit.

\_\_\_ Please check here if this does not apply to your company.

Contact Liann Alfaro at [lalfaro@tulsatransit.org](mailto:lalfaro@tulsatransit.org) should you need information regarding DBE Certification.

Please print the following information:

Firm Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**2.0 STATEMENT OF BIDDER'S/ PROPOSER'S QUALIFICATIONS (PAGE 1 OF 2)**

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Should this page not be part of the bid/proposal packet, you're bid will be classified as not in compliance and may be disqualified. The questions may be answered on separate attached sheets. Bidder/Proposer may submit additional information he/she desires.

1. Name of Bid/Proposer \_\_\_\_\_
  
2. Permanent Main Office Address \_\_\_\_\_
  
3. Office Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_
  
4. Fax Number \_\_\_\_\_ E-mail Address \_\_\_\_\_
  
5. When Organized \_\_\_\_\_
  
6. If a Corporation, where Incorporated \_\_\_\_\_
  
7. How many years have you been engaged in business under your present firm or trade name? \_\_\_\_\_
  
8. List previous business names, if any \_\_\_\_\_
  
9. Have you ever failed to complete any work awarded to you? \_\_\_\_\_
  
10. Have you ever defaulted on a Contract Agreement? \_\_\_\_\_
  
11. If you answered yes to 9 or 10 above attach explanation.
  
12. Attach background and experience of the principal members of your organization, including the officers.
  
13. DUNS # \_\_\_\_\_ Provide D&B report or other statement of credit.

**Bidder/Proposer may submit any additional information he/she desires.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Being duly sworn deposes and says that he/she is \_\_\_\_\_ (Title)  
and that the answers to the foregoing questions and all statements therein contained are true  
and correct.

By: \_\_\_\_\_

Name of Corporation or Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

State of \_\_\_\_\_

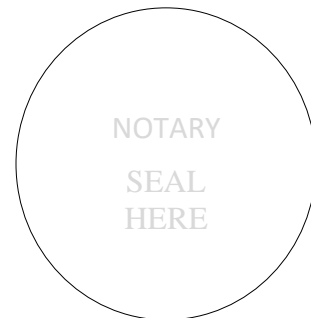
County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Notary Public \_\_\_\_\_

Notary Number \_\_\_\_\_

My Commission Expires \_\_\_\_\_



**3.0 AUTHORIZATION FOR INFORMATION**

The undersigned hereby authorized and requests any person, firm, or corporation to furnish any information requested by MTTA in verification of the recitals comprising this Statement of Proposer's Qualifications that I, being duly sworn deposes and says that the answers to the foregoing questions and all statements contained and true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

Name of Corporation or Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

State of \_\_\_\_\_

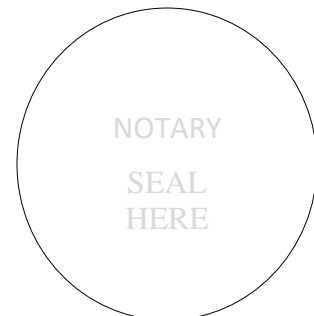
County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Notary Public \_\_\_\_\_

Notary Number \_\_\_\_\_

My Commission Expires \_\_\_\_\_



#### 4.0 CUSTOMER REFERENCE LISTING

Vendor shall furnish the names, addresses, agreement, telephone numbers, and length of services and size of property of a minimum of five (5) firms or government organizations for which the vendor is currently furnishing or has in the past furnished service for.

1. COMPANY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
TELEPHONE NUMBER \_\_\_\_\_  
MONTH/YEAR COMPLETED \_\_\_\_\_  
VALUE OF CONTRACT \_\_\_\_\_
  
2. COMPANY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
TELEPHONE NUMBER \_\_\_\_\_  
MONTH/YEAR COMPLETED \_\_\_\_\_  
VALUE OF CONTRACT \_\_\_\_\_
  
3. COMPANY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
TELEPHONE NUMBER \_\_\_\_\_  
MONTH/YEAR COMPLETED \_\_\_\_\_  
VALUE OF CONTRACT \_\_\_\_\_
  
4. COMPANY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
TELEPHONE NUMBER \_\_\_\_\_  
MONTH/YEAR COMPLETED \_\_\_\_\_  
VALUE OF CONTRACT \_\_\_\_\_
  
5. COMPANY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
TELEPHONE NUMBER \_\_\_\_\_  
MONTH/YEAR COMPLETED \_\_\_\_\_  
VALUE OF CONTRACT \_\_\_\_\_

## **A. GENERAL TERMS**

The following clauses will be incorporated in any contract awarded pursuant to this RFP.

### **1. ASSIGNMENT**

A. The successful proposer may not assign or subcontract its rights or obligations under the contract without prior written permission of MTTA, and no such assignment or subcontract will be effective until approved in writing by MTTA.

B. MTTA reserves the right to assign all or a portion of this contract to any other agency and/or governmental entity, or a Contractor of MTTA.

### **2. ADVERTISING**

Proposer agrees not to use the existence of this contract or the name of MTTA as a part of any commercial advertising without the prior written approval of MTTA's General Manager or designee.



## **B. FEDERAL TERMS AND CONDITIONS**

The following terms and conditions apply to this procurement

### **1. BUY AMERICA REQUIREMENTS**

The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. Part 661, §661.7, (App. A)(d) and include Microcomputer equipment, including software, from a foreign source is exempt from the Buy America requirements. This waiver falls under the waiver set forth in STAA, §165 (b)(1) and (b)(2).

### **2. ENERGY CONSERVATION REQUIREMENTS**

#### **42 U.S.C. 6321 et seq. 49 CFR Part 18**

**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.

### **3. CLEAN WATER REQUIREMENTS**

#### **33 U.S.C. 1251**

#### **Clean Water**

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

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

**4. ACCESS TO RECORDS AND REPORTS**  
**49 U.S.C. 5325 18 CFR 18.36 (i) 49 CFR 633.17**

**Access to Records** - The following access to records requirements apply to this contract:

(1) Where the Purchaser is not a state but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Proposer agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Proposer which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

(3) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(5) FTA does not require the inclusion of these requirements in subcontracts.

## **5. FEDERAL CHANGES**

### **49 CFR Part 18**

**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 in the Master Agreement between Purchaser 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 this contract.

## **6. CLEAN AIR**

### **42 U.S.C. 7401 et seq 40 CFR 15.61 49 CFR Part 18**

#### **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.

## **7. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

#### **No Obligation by the Federal Government**

(1) The Purchaser 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 Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) 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 Sub-Contractor who will be subject to its provisions.

**8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS  
AND RELATED ACTS**

**31 U.S.C. 3801 et seq. 49 CFR Part 31 18 U.S.C. 1001 49 U.S.C. 5307**

**Program Fraud and False or Fraudulent Statements or Related Acts**

(1) 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.

(2) 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) 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 Sub-Contractor who will be subject to the provisions.

## 9. TERMINATION

### 49 U.S.C. Part 18 FTA Circular 4220.1F

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

(2) Termination for Default (Supplies and Service): If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract, or any extension, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

(3) Opportunity to Cure (General Provision): The Recipient, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(4) Waiver of Remedies for any breach in the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver

by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

## **10. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

### **Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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 MTTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to MTTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **11. CIVIL RIGHTS REQUIREMENTS**

**29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.**

**Civil Rights** - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any

employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The 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, creed, national origin, sex, 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.

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

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 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.

(3) The Contractor also agrees to include these requirements in each subcontract financed in

whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **12. BREACHES AND DISPUTE RESOLUTION**

### **49 CFR Part 18 FTA Circular 4220.1F**

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

**Performance During Dispute** - Unless otherwise directed by MTTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

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

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



writing.

### **13. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

#### **49 CFR Part 26**

##### **Disadvantaged Business Enterprises**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 4%. A separate contract goal has not been established for this procurement.

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

c. The successful bidder/proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime contractor receives from MTTA. The prime contractor agrees further to return any retainage payments to each subcontractor within 20 days after the subcontractor's work is satisfactorily completed. Should payment not be rendered in a timely manner, MTTA shall hold an informal hearing, where the contractor and subcontractor, meet with representatives from MTTA. After hearing from both parties, a decision will be rendered within five days, detailing the consequences/sanctions, which shall be consistent with the non-compliant issue, which could, if warranted, include termination for default or convenience. The contractor officer shall work with the DBELO and Administrator of Grants and Procurement, and other representatives as necessary. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of MTTA. This clause applies to both

DBE and non-DBE subcontracts.

e. The contractor must promptly notify MTTA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MTTA.

#### **14. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

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

#### **15. LOBBYING**

31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20 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. § 1401, et seq.] Proposers who apply or Proposal for an award of \$150,000 or more shall file the certification required by 49 CFR parts 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 MTTA, 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.

#### **16. SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**

To the extent required by Federal law, the State agrees that, in administering any Federal

Assistance Program or Project supported by the underlying Grant Agreement or Cooperative Agreement, any request for proposals, solicitation, grant application, form, notification, press release, or other publication involving the distribution of Federal assistance for the Program or the Project shall indicate that FTA is the Federal agency that is providing the Federal assistance, the Catalog of Federal Domestic Assistance Number of the program from which the Federal assistance is authorized, as applicable, and the amount provided.

### **C. CERTIFICATIONS AND REPRESENTATIONS**

The following certifications and representations are required to be submitted as part of the proposal package.

1. Certification Regarding Comptroller General's List of Ineligible Proposers
2. Anti-Collusion Affidavit
3. Program Fraud and False or Fraudulent Statements and Related Acts
4. Lobbying Certification
5. Contractor Debarment Certification
6. Contractor Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transaction

**1. CERTIFICATION REGARDING COMPTROLLER GENERAL'S LIST OF INELIGIBLE  
PROPOSERS**

The Proposer or Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Comptroller General;
  
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract Agreement under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
  
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(If the Proposer or Sub-Contractor is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)



## 2. ANTI-COLLUSION AFFIDAVIT (Page 1 of 2)

This Proposal will not be considered unless this form has been fully completed and signed by the Proposer or Proposer's Authorized Agent, and notarized, dated and completed by a Notary Public. The following affidavit is submitted by or on behalf of the Proposer as a part of this Proposal:

The undersigned of lawful age, being first duly sworn on oath, says:

The undersigned is the Proposer or the duly authorized agent of the Proposer submitting the Proposal which is attached to this statement, for the purpose of certifying the facts pertaining to the non-existence of collusion among Proposer and between Proposer and City, or Trust officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any Contract Agreement pursuant to the Proposal to which this statement is attached;

The undersigned is fully aware of the facts and circumstances surrounding the making of the Proposal to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Proposal; and

Neither the Proposer nor anyone subject to the Proposer's direction or control has been a party:

- a. to any collusion among Proposer in restraint of freedom of competition by agreement to Proposal at a fixed price, or to refrain from Proposing;
- b. to any collusion with any City, or Trust official, agent, or employee as to quantity, quality or price in the prospective Contract Agreement, or as to any other terms of such prospective Contract Agreement; nor in any discussion between Proposer and any City or Trust official, agent or employee concerning exchange of money or other thing(s) of value for special consideration in the letting of a Contract Agreement.

**2. ANTI-COLLUSION AFFIDAVIT (Page 2 of 2)**

\_\_\_\_\_  
Name of Individual, Partnership or Corporation

\_\_\_\_\_  
Signature of Proposer or Proposer's Authorized Agent

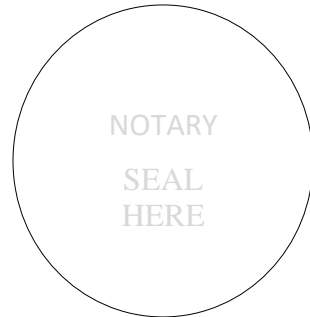
State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Notary Public \_\_\_\_\_

Notary Number \_\_\_\_\_

My Commission expires \_\_\_\_\_



**3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

(1) The Proposer 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 proposal, the Proposer 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 Proposer 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 Proposer to the extent the Federal Government deems appropriate.

(2) The Proposer 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 MTTA of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 16 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Proposer, to the extent the Federal Government deems appropriate.

(3) The Proposer 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 Sub-Contractor who will be subject to the provisions.

The Proposer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of the above regulations and apply to this certification and disclosure, if any.

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Company Name

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Signature

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Title

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Date



#### 4. CERTIFICATION LOBBYING - APPENDIX A, 49 CFR PART 20 (Page 1 of 2)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each offer exceeding \$100,000)*

The undersigned [Proposer] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an MTTA, 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 making lobbying contacts to an officer or employee of any MTTA, 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1213 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1401, *et seq.*.)]

(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 sub contracts, 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

**CERTIFICATION LOBBYING - APPENDIX A, 49 CFR PART 20 (Page 2 of 2)**

The Proposer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

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Company Name

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Signature

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Title

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Date

**5. CONTRACTOR DEBARMENT CERTIFICATION**

*(To be submitted with each bid or offer exceeding \$25,000.)*

The certification in this clause is a material representation of fact relied upon by MTTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to MTTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

Date

State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public \_\_\_\_\_

Notary Number \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**6. CONTRACTOR REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION**

The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R § 29.105 (p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective lower tier participant (Bidder/Contractor) is unable to certify to the statements in this certification, such prospective participant (Bidder/Contractor) shall attach an explanation to this bid/proposal.

Check if applicable

The lower tier participant (Bidder/Contractor, \_\_\_\_\_), certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Company

\_\_\_\_\_

Date

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Notary Public \_\_\_\_\_

Notary Number \_\_\_\_\_

My Commission Expires \_\_\_\_\_

