

Request for Proposals
General Maintenance & Facility Repair Service

RFP # 23-02

October 28 2022

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

Request for Proposals

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I. 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 **Nov 30th, 2022 4:30PM Central Standard Time, Friday**, for a **General Maintenance & Facility Repairs Contractor** 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.

Tulsa Transit 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 Tulsa Transit, 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
Tulsa, Oklahoma 74120
Cell: 918-704-1880
Fax: 918-582-5209

RFP SCHEDULE OF EVENTS

Request for Proposal Released	Oct 28th, 2022
Advertisement	Oct 30th & Nov 6th, 2022,
Pre-Proposal Meeting (If needed)	Nov 7th, 2022 @ 10AM
Deadline for Questions Regarding the RFP	Nov 11th, 2022 @ 4:30PM
Response to questions	Nov 18th, 2022, EOD
Proposals Due	Nov 30th, 2022 @ 4:30PM
Contract Award	Dec 6th, 2022, NOON

II. INSTRUCTIONS TO PROPOSERS

1. PROPOSAL FORMAT

Tulsa Transit requires one unbound original and, 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. Prices must be included on the 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.

3. DUE DATE

Sealed proposals must be received by Tulsa Transit no later than **4:30PM Central Standard Time on November 30th, 2022.**

4. CONTACT INFORMATION

For questions or additional information, contact the buyer via email: Jack Van Hooser, Procurement Specialist, jvanhooser@tulsatransit.org, or call him 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 you 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 **November 11th, 2022 at 4:30PM.**

5. 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.

6. AMENDMENTS TO THE REQUEST FOR PROPOSALS

Any amendments to the solicitation will be posted on the Tulsa Transit web site at <https://www.tulsatransit.org/rfps/openbids/>. 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.

7. ACCEPTANCE AND REJECTION

Tulsa Transit 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. Tulsa Transit 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 Tulsa Transit to be pertinent or peculiar to the purchase in question.

8. TIME FOR CONSIDERATION

The offer shall be valid for a minimum of 120 days from the date of proposal opening.

9. PAYMENT TERMS

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

10. 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.

11. 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 Tulsa Transit.

12. 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.

13. CONFIDENTIALITY OF PROPOSALS

Access to records received by or generated by Tulsa Transit 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.

14. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held for this procurement. Should any proposer have a question you are directed to contact the Procurement Specialist at (918) 704-1880 or by e-mail at jvanhooser@tulsatransit.org. Email is the preferred method of asking questions.

15. PRICING / QUANTITY

Pricing information is required in accordance with the Price Proposal Sheet included in this RFP. Base quantities and priced option quantities are defined on the price proposal sheet. The term of this contract is for five years with an additional five year option period available.

16. 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 Tulsa Transit or organizations that may be substantially affected by Tulsa Transit 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.

17. POST AWARD

A post-award debriefing is provided to un-successful proposers upon written request. Tulsa Transit 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.

PROTEST PROCEDURES

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

III. SCOPE OF WORK

A. INTRODUCTION

MTTA is requesting proposals from firms for a *General Maintenance and Facility Repairs contractor*. The purpose of this RFP is to provide MTTA with the services of one or more firms or contractors to perform general maintenance and facility repair work for the stated scope of work listed below.

B. SCOPE OF WORK

This specification describes the requirements to provide General Maintenance & Facility Repair Services on an as needed basis at the locations as specified in the Request for Proposal (RFP).

1. Estimates

- It shall be the Contractor's responsibility to ensure they have all information to prepare accurate estimates.
- Work shall only be performed with the MTTA's written authorization by issuance of a Purchase Order. Upon authorization actual work shall not exceed the Contractor's estimate.
- Unreasonable estimates shall be deemed cause to terminate this Contract.

2. Locations:

The locations to be maintained are listed as follows:

- | | | |
|-----------------------------------|------------------------------|-----------------|
| • Administration Building | 510 S Rockford Ave. | Tulsa, OK 74120 |
| • Maintenance Facilities Building | 510 S Rockford Ave. | Tulsa, OK 74120 |
| • Call Center & Lift Building | 1403 E 5 th Court | Tulsa, OK 74120 |
| • Denver Avenue Station (DAS) | 319 S Denver Ave (at Third) | Tulsa, OK 74103 |
| • Midtown Memorial Station (MMS) | 7952 E 33 rd Str. | Tulsa, OK 74133 |

3. Flooring Installation & Repair:

- Carpet Tile
- Ceramic Tile
- Epoxy
- Laminate
- Vinyl
 - All new flooring will be installed following the manufacturer's recommended installation guides to insure floor warranty

4. Painting:

- Interior/Exterior
 - Interior Painting Procedures
 - ✓ All Fixtures to be masked off
 - ✓ Drop clothes to be used to protect floors and furniture

- ✓ All holes and cracks to be patched to provide a smooth, clean finish
 - ✓ Any water stains to be primed to ensure excellent coverage
 - ✓ High quality application equipment including rollers and sprayers are to be used for the final finish
 - ✓ Trim and doors to be painted with brushes
 - Exterior Painting Procedures
 - ✓ Trenches to be dug to take the paint line below the dirt
 - ✓ Drop clothes and masking tape to be used to protect windows, walkways, plants, fixtures and roofs
 - ✓ Power washer is to be used to remove dirt and debris from the exterior
 - ✓ Treat areas that have been infected with mildew to eradicate it
 - ✓ Any loose paint is to be scraped off
 - ✓ Rust spots from nails to be treated with mildew to eradicate it.
 - ✓ Holes and cracks to be repaired to provide a smooth surface
 - ✓ All surfaces are to be primed prior to the final coat of paint
 - ✓ All trim and doors to be painted by hand
 - ✓ The final coat is applied with a sprayer and is back-rolled to ensure paint penetrates into stucco and block surfaces
 - New Construction
 - Remodeling
 - Stain & Lacquer Finishing
5. Drywall
- Water damage
 - Fire damage
 - Termite damage
 - New drywall installation
 - Drywall repair due to plumbing repairs
 - Installation of wall partitions
 - Drywall for arches and soffits
 - Firewalls
 - Remodeling projects
 - All drywall installation or repair must match up the texture to the surrounding wall
6. Window Installation & Repair
- Board up services
 - Emergency glass replacement
 - Caulking of window frames
 - Total cleanup of broken glass
 - New glass installation
7. Door Installation & Repair
- Entry doors
 - Interior doors
 - Fire doors
 - ADA doors

8. Plumbing Installation & Repair

- Toilets
- Urinals
- Sinks
- Diaphragms
- Valves
- Flow Masters
- Vacuum breakers
- Handles
- Toilet seats
- Emergency water shutoff and removal as needed

9. Electrical Installation & Repair

- Light switches
- Ballasts
- Bulbs
- Hand Dryers
- Breakers
- Light fixtures

10. Miscellaneous Installation & Repairs

- Cabinetry, counters, wall shelving units, masonry, ceiling fan installation, ceiling tile installation, downspout & gutter cleaning, fence installation & repair, mirror installation, office remodels, disability ramps, wooden seat refinishing, reset light timers/photo cells, concrete/asphalt, gates etc.

11. Professionalism

The contractor must conduct its business affairs with professionalism at all times.

12. Non-Performance

The following is some, but not limited to the items listed, that will be reviewed for non-performance.

- MTTA reserves the right to recover the actual cost for damages caused through the inattention, omissions, or negligence of the contractor's employees.
- Any and all complaints must come from the project manager and the project manager must have all complaints from staff in writing so the complaint can be confirmed prior to confronting the contractor.

13. Performance

All performance shall be subject to inspection and approval of MTTA's designee. In terms of standard of excellence, 100% excellence in the work performed and compliance shall be the goal. Liquidated damages for non-performances will be assessed against the total monthly billing according to the scope of work, although MTTA shall retain the option of waiving liquidated damages should the total

monthly performance be 99% and/or the contractor promptly corrects areas of non-performance to the satisfaction of MTTA.

IV. PROPOSAL FORMAT & REQUIREMENTS

A. SUBMITTAL REQUIREMENTS

Contractors that submit proposals in response to this “Request for Proposals” must have the capability of providing some or all of 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 120 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 50 pages excluding required forms and Exhibit A pricing sheet.
- One (1) original and one (1) electronic copy of the submittals are due no later than 4:30 p.m., November 30th, 2022, to Jack Van Hooser, Procurement Specialist 510 S. Rockford Avenue, Tulsa, OK 74120.
- Submittals shall be in a sealed, opaque envelope, clearly marked RFP # 23-02 General Maintenance and Facility Repairs. The proposed fee schedule shall be provided in a separate, sealed envelope.
- Late submittals, 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. November 11th, 2022, 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 or by fax at 918-704-1880 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 November 18th, 2022.

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.

B. 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
- 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

STATEMENT OF QUALIFICATIONS

Please state qualifications and relevant experience in conducting business similar to that, which is required herein, within the last three (3) years. Include same information for proposed subcontractors.

REFERENCES

Provide at least three (3) client references for the type of work described in this RFP 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.

DISCLOSURE OF PROPOSAL CONTENTS

Cost and price 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.

V. CONSULTANT SELECTION PROCEDURE

Selection of the successful proposal shall be generally based on the information provided by

the firm in response to the Request for Proposals and any subsequent interviews that may be conducted. Firm interviews will be held solely at the option and discretion of MTTA. The process for selection shall occur in the following sequence:

- Review and Ranking of Proposals (with cost schedule proposal remaining sealed)
- Establish a “short list”
- Interview “short-listed” firms (at the option and discretion of the MTTA)
- Identify best qualified firm(s)
- Award contract (s)

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. The MTTA does not guarantee that an interview will take place, thus reserving the right to select a firm based solely on the information provided in the proposals received in response to the RFP.

EVALUATION CRITERIA:

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

Criteria Weight

1. Proposed Total Price	25%
2. Relevant related experience	25%
3. Past performance of the proposer on similar projects, as verified by references, particularly in regard to price, schedule and quality of work	30%
4. Proposers that are DBE or that are willing to use a DBE firm as a subcontractor when subcontractors are proposed	5%
Total	100%

VI. 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 Price Proposal Form
- 2.0 DBE Qualification Form
- 3.0 Statement of Bidder's / Proposer's Qualifications
- 4.0 Authorization for Information
- 5.0 Customer Reference Listing

1. PRICE PROPOSAL FORM

The undersigned Proposer hereby submits to MTTA this proposal for General Maintenance & Facilities Repair Contractor at the MTTA Administration Building, Maintenance Building, Call Center & Lift Building, Denver Avenue Station, and Memorial Midtown Station facilities. In the event the Contractor is required to perform work other than Monday through Friday from 7:30 a.m. to 5:00 p.m., and emergency calls, Contractor shall charge no more than 1½ times the fixed hourly rate for the individual performing the service. This rate shall only be charged with prior authorization from the General Maintenance Supervisor or his authorized representative(s) acting within their authority for Tulsa Transit.

	<u>Hourly</u>	<u>Overtime</u>
Cost - Year 1: February 1, 2023 to January 31, 2024:	\$ _____	_____
Cost - Year 2: February 1, 2024 to January 31, 2025:	\$ _____	_____
Cost - Year 3: February 1, 2025 to January 31, 2026:	\$ _____	_____
Cost - Year 4: February 1, 2026 to January 31, 2027:	\$ _____	_____
Cost - Year 5: February 1, 2027 to January 31, 2028:	\$ _____	_____
Cost - Year 6: February 1, 2028 to January 31, 2029:	\$ _____	_____
Cost - Year 7: February 1, 2029 to January 31, 2030:	\$ _____	_____
Cost - Year 8: February 1, 2030 to January 31, 2031:	\$ _____	_____
Cost - Year 9: February 1, 2031 to January 31, 2032:	\$ _____	_____
Cost - Year 10: February 1, 2032 to January 31, 2033:	\$ _____	_____

Proposer: _____

(Name of Company)

By _____ (Authorized Signature) _____

(Print Name)

_____ (Title) Date _____

Proposer Declaration:

1. That proposer has carefully read and fully understands the full scope of the Specifications.
2. That proposer has the capability to successfully undertake and complete the responsibilities and obligations in said Specifications.
3. That this proposal may be withdrawn by requesting such withdrawal in writing at any time prior to proposal opening, but may not be withdrawn after proposal opening date and time.
4. That the MTTA reserves the right to award or reject any or all proposals and to accept that proposal which will, in its opinion, best serve the public interest. MTTA reserves the right to waive any

technicalities and formalities in the Proposal/Bidding.

5. I acknowledge receipt of addenda number(s).

NOTE: If there are more than four addenda please write in, date and initial below.

Addenda # 1 Date _____ Initialed _____

Addenda # 2 Date _____ Initialed _____

Addenda # 3 Date _____ Initialed _____

Addenda # 4 Date _____ Initialed _____

2. 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 \$23.98 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 should you need information regarding DBE Certification.

Please print the following information:

Firm Name _____

Authorized Signature _____

Title _____

Date _____

3. 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.

STATEMENT OF BIDDER'S / PROPOSER'S QUALIFICATIONS (Page 2 of 2)

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 _____

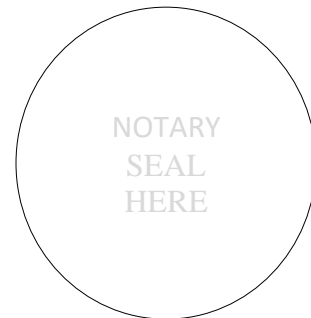
County of _____

Subscribed and sworn to before me this _____ day of _____, 20__

Notary Public _____

Notary Number _____

My Commission Expires _____



4. AUTHORIZATION FOR INFORMATION

The undersigned hereby authorized and requests any person, firm, or corporation to furnish any information requested by Tulsa Transit 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 _____

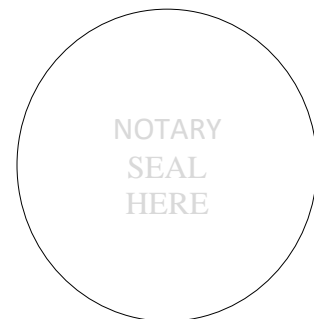
County of _____

Subscribed and sworn to before me this _____ day of _____, 20__

Notary Public _____

Notary Number _____

My Commission Expires _____



5. CUSTOMER REFERENCE LISTING

Vendor shall furnish the names, addresses, agreement, telephone numbers, and length of services and size of property of a minimum of three (3) 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 _____

VII. 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 Tulsa Transit, and no such assignment or subcontract will be effective until approved in writing by Tulsa Transit.

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

2. ADVERTISING

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

VIII. FEDERAL TERMS AND CONDITIONS

The following terms and conditions apply to this procurement

1. 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.

2. 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 subgrantee 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.

3. 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.

4. 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.

**5. 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.

6. 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.

7. 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 Tulsa Transit. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Tulsa Transit, 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.

8. 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.

9. 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 1%. 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 Tulsa Transit 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.

10. 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.

11. 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.

12. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

Proposer shall comply with the prevailing Davis-Bacon Wage Determination for the type of work and location applying to any resultant contract.

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the proposer and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the proposer and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the proposer and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the proposer, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the proposer shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the proposer does not make payments to a trustee or other third person, the proposer may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the proposer, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the proposer to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the proposer and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the proposer, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs

(a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - MTTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the proposer under this contract or any other Federal contract with the same prime proposer, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime proposer, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the proposer or any sub-contractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the MTTA may, after written notice to the proposer, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the proposer during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the proposer shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Proposers employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The proposer shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the MTTA for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime proposer is responsible for the submission of copies of payrolls by all sub-contractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the proposer or sub-contractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the proposer or sub-contractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The proposer or sub-contractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the proposer or sub-contractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the proposer, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the proposer as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a proposer is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate)

specified in the proposer's or sub-contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the proposer will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the proposer will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The proposer shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The proposer or sub-contractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime proposer shall be responsible for the compliance by any sub-contractor or lower tier sub-contractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a proposer and a sub-contractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the proposer (or any of its sub-contractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the proposer certifies that neither it (nor he or she) nor any person or firm who has an interest in the proposer's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

13. DAVIS BACON WAGE DETERMINATION

General Decision Number: OK170053 09/01/2017 OK53

Superseded General Decision Number: OK20160053

State: Oklahoma

Construction Type: Building
Building Construction -does not include residential construction consisting of single family homes and apartments up to and including 4 stories. (Including building projects on industrial sites and treatment plants)

County: Tulsa County in Oklahoma.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage

determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	02/03/2017
2	06/02/2017
3	07/21/2017
4	08/11/2017
5	08/18/2017
6	09/01/2017

BROK0005-004 06/01/2016

	Rates	Fringes
BRICKLAYER.....	\$ 23.34	9.01

ELEC0584-006 05/29/2017

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms and Sound and Communication Systems).....	\$ 29.73	7%+9.50

ELEV0083-003 01/01/2017

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 38.25	31.585+a+b

PAID HOLIDAYS:

- a. New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.
- b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

ENGI0627-020 06/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Group 1.....	\$ 28.05	12.58
Group 2.....	\$ 26.35	12.58
Group 3.....	\$ 25.80	12.58
Group 4.....	\$ 25.05	12.58
Group 8.....	\$ 22.10	12.58
Group10.....	\$ 21.10	12.58

POWER EQUIPMENT OPERATOR

GROUP 1: All Crane Type Equipment 200 ton and larger and including 400 ton capacity cranes. All Tower Cranes.

GROUP 2: All Crane Type Equipment 100 ton capacity and larger cranes, and less than 200 ton capacity.

GROUP 3: All Crane Type Equipment 50 ton capacity and larger cranes, and less than 100 ton capacity. Crane Equipment (as rated by mfg.) 3 cu. yd. and over Guy derrick Whirley Power Driven Hole Digger (with 30' and longer mast).

GROUP 4: CRANES with Boom Incl. Jib less than 100 ft and less than 3 cu. Yd.; Overhead Monorail Crane

GROUP 8: FORK-LIFT

GROUP 10: OILER; SEMI-TRAILER TRUCK DRIVER

IRON0584-025 06/01/2015

	Rates	Fringes
IRONWORKER (Ornamental, Reinforcing and Structural).....	\$ 24.00	13.53

PLUM0430-010 07/01/2017

	Rates	Fringes
PLUMBER (Excludes HVAC Pipe and Unit Installation).....	\$ 31.20	13.28

PLUM0430-019 07/01/2017

	Rates	Fringes
HVAC MECHANIC (Installation of HVAC Unit Only, Excludes Installation of HVAC Pipe and Duct).....	\$ 31.20	13.28

PLUM0430-020 07/01/2017

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation, excluding HVAC Unit Installation).....	\$ 31.20	13.28

ROOF0143-001 06/01/2017

	Rates	Fringes
ROOFER.....	\$ 21.05	7.62

* SHEE0270-006 06/01/2017

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 31.89	14.31

SUOK2012-033 07/30/2012

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 15.08	1.21
CARPENTER, Excludes Drywall Hanging, and Form Work.....	\$ 14.96	1.55
CAULKER.....	\$ 20.00	1.61
CEMENT MASON/CONCRETE FINISHER...	\$ 13.72	1.27
DRYWALL FINISHER/TAPER.....	\$ 13.00	0.00
ELECTRICIAN (Alarm Installation).....	\$ 19.48	3.34

ELECTRICIAN (Low Voltage Wiring).....	\$ 20.65	3.06
ELECTRICIAN (Sound and Communications Systems Installation).....	\$ 21.11	2.47
FORM WORKER.....	\$ 12.69	0.38
LABORER: Common or General.....	\$ 12.44	2.71
LABORER: Mason Tender - Brick...	\$ 12.43	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.00	1.91
LABORER: Pipelayer.....	\$ 12.39	0.00
OPERATOR: Asphalt Paver.....	\$ 16.25	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.96	4.22
OPERATOR: Bulldozer.....	\$ 21.07	2.48
OPERATOR: Grader/Blade.....	\$ 14.28	1.70
OPERATOR: Loader (Front End)....	\$ 16.18	0.00
PAINTER: Brush, Roller and Spray, Excludes Drywall Finishing/Taping.....	\$ 12.22	0.00
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 22.11	4.93
SPRINKLER FITTER (Fire Sprinklers).....	\$ 21.86	1.19
TRUCK DRIVER: Dump and Flatbed Truck.....	\$ 11.00	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing

the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

IX. 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. Program Fraud and False or Fraudulent Statements and Related Acts
3. Contractor Debarment Certification
4. Contractor Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transaction

2. 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 Tulsa Transit 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.

Company Name

Signature

Title

Date

3. 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 Tulsa Transit. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Tulsa Transit, 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 _____

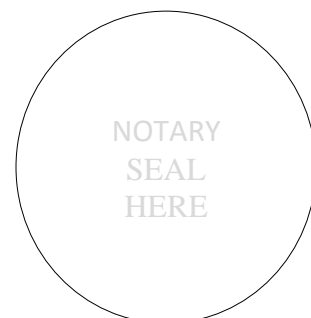
County of _____

Subscribed and sworn to before me this _____ day of _____, 20__

Notary Public _____

Notary Number _____

My Commission Expires _____



4. 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 _____

