

REQUEST FOR PROPOSALS 23-08

ADA Paratransit, Fixed Route Flexible, and
Other Optional Transportation Services

Jack Van Hooser

10/7/2022

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INTRODUCTION

Sealed proposals shall be received by the Metropolitan Tulsa Authority (MTTA), Attention Procurement Specialist, at 510 S. Rockford, Tulsa, Oklahoma at or before **4:30 PM Central Standard Time, Friday, November 28th, 2022**, for **ADA Paratransit, Micro-Transit and Other Optional Transportation Services** 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 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,
Tulsa, Oklahoma 74120

Schedule of Events

Request for Proposal Released	October 7, 2022
Advertisement	October 9, and October 16, 2022
Pre Proposal Meeting @MTTA 510 S. Rockford Avenue Tulsa, OK 74120	October 24, 2022, 10:00 A.M. CST
Deadline for Questions Regarding the RFP	November 11, 2022 - 4:30 P.M.
Answers to Questions Due	November 18, 2022, EOD
Proposals Due	December 2, 2022 - 4:30 P.M.
Interviews (if necessary)	Week of December 12-16, 2022
Best and Final Offers Requested (If Applicable)	January 20, 2023, at 4:30 P.M.
Award and Board Approval	February 28, 2023, NOON
Begin operations	July 1, 2023

I. PART I: INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT

MTTA requires two (2) copies of all documents, one (1) unbound original and one (1) electronic copy. Each must be clearly labeled on the front sheet. The electronic copy is required and can be emailed, included on a CD, or on a flash drive. Proposals shall be prepared on letter sized paper with tabbed or marked sections. Prices must be included on the form provided.

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 **4:30PM Central Standard Time on December 2nd, 2022.**

CONTACT INFORMATION

If you have any questions or need additional information, contact Jack Van Hooser - Procurement Specialist, at jvanhooser@tulsatransit.org or (918) 704-1880. Include the RFP number on the subject line of all email correspondence.

Proposers are encouraged to contact the Procurement Specialist by email if there is anything in the specifications that would prevent you from submitting a proposal. Questions must be received no later than **4:30 PM Central Standard Time on November 11, 2022 at 4:30 P.M.**

PROPOSER'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.

AMENDMENTS TO THE REQUEST FOR PROPOSALS

Any amendments to the solicitation will be posted on the MTTA web site at <https://www.tulsatransit.org/rfps/openbids/>. In addition, any proposer that has submitted a Notice of Intent to Submit a Proposal via email will be notified of any amendment by email. The proposer will be required to acknowledge receipt of all amendments as part of the proposal package.

1. 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 procurement in question.

TIME FOR CONSIDERATION

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

2. PAYMENT TERMS

Contractor shall bill MTTA monthly per unit of service for the number of actual units (vehicle service hours defined as gate-to-gate) provided. The billing will also include the required reports (See Part II Scope of Work, Section 21). An invoice shall be rendered by the 3rd of each month for services provided for the previous month.

Following preliminary verification of the invoice, MTTA shall pay the Contractor within thirty (30) days from the date the invoice is received. MTTA may, at any time, conduct an audit of any and/or all records kept by Contractor for this service. Any overpayment uncovered in such an audit shall be charged against the Provider's future invoices. MTTA may withhold payment for charges that it believes were improper. MTTA may also deduct from the monthly invoice any charges owed to MTTA by the Contractor.

Contractor shall have forty-five (45) days from the date of the invoice to make corrections. Any corrections submitted that exceed this 45-day time frame will not be considered for payment by MTTA.

DEVIATIONS FROM SPECIFICATIONS

Any deviation from specifications (including alternative proposals) 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.

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.

3. 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.

4. PRE-PROPOSAL CONFERENCE

A pre-proposal conference and facility review is scheduled for **October 24, 2022 at 10:00AM Central Standard Time**, in MTTA's Conference Room. Attendance is encouraged for all proposers but is not mandatory. You may register to attend the pre-proposal conference by contacting the Procurement Specialist at (918) 704-1880 or jvanhooser@tulsatransit.org (preferred method).

5. 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 a term of three (3) years, commencing on Saturday, July 1, 2023, and expiring at the close of operations on Tuesday, June 30, 2026. MTTA may, at its option, and after agreement between Contractor and the MTTA Board, extend the period of this contract up to two (2) additional years, projected to end at the close of operations on Friday, June 30, 2028.

6. 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.

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.

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.

7. 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.

II. PART II - SCOPE OF WORK

1. INTRODUCTION

MTTA invites proposals from qualified firms to provide ADA complementary paratransit service, Nightline and Sunday fixed-route flexible service, as well as other optional, though undefined, transportation services in accordance with the specifications and provisions contained herein. Optional services could include, but not limited to, the general public demand response, vanpools, carpools, and fixed route services.

On behalf of and in partnership with the citizens of Tulsa, MTTA is responsible for the planning, management, and operation of all transit services operated under this Contract. The successful Proposer will be directly accountable to MTTA, and by extension, its citizens, and passengers.

2. MISSION – PERFORMANCE GOALS - EXPECTATIONS

The mission of MTTA is to be the premier transportation provider committed to safe, professional, efficient, reliable, accessible, quality service.

A. Service Expectations:

- 1) MTTA and the area's residents provide funding for and are entitled to safe, professional, courteous, timely, clean, and reliable transportation services. MTTA expects the Contractor to provide the necessary expertise and resources to meet those expectations.
- 2) All Contractor employees shall respond to passenger inquiries and requests in a professional, positive, and collaborative manner. All passenger inquiries constitute an opportunity to partner with citizens and to improve the service they fund.
- 3) The Contractor and its employees will provide transit services in such a manner as to instill pride on the part of MTTA.
- 4) The Contractor will develop a balance approach to transit operations; one that holds individuals accountable but also recognizes the formative roles played by formal and informal organizational cultures.

B. Performance Goals:

The Contractor is required to meet or exceed the following standards on a monthly basis. For the following performance goals, both MTTA and Contractor staff will be responsible for data collection on actual performance. The major performance goals emanating from

this commitment include (1) On-time performance, (2) complaints, and (3) preventable accidents. See goals and descriptions below.

On-time Performance will be measured using reports from the Contractor, from Tulsa Transit Staff randomly surveying route performance and from outside vendors who may be contracted to perform this function as well as other electronic monitoring systems that are put in place by Tulsa Transit in the future. An on-time trip, for flex, fixed route services and/or any additional services, is one that departs zero (0) minutes early and no more than ten (10) minutes late. For Lift service, the on-time window is plus or minus 15 minutes. All delays, regardless of cause, are included in these performance figures.

In addition, the Contractor will be responsible for reimbursing Tulsa Transit for uncollected fares. When a customer is picked up more than thirty-one (31) minutes outside the pick-up window, the customer rides free. Unless the late pick-up is directly attributable to a vehicle breakdown or another event completely outside the control of the Contractor (i.e., severe weather), the Contractor will reimburse Tulsa Transit the current ADA complementary paratransit fare for the late trip.

Complaint numbers will be standardized per ten thousand (10,000) passenger boardings. Complaints from residents and passengers will be communicated to the Contractor from a variety of sources including from residents and passengers directly as well as through Tulsa Transit staff. This performance indicator will be based on TOTAL operational complaints; assessments of validity will not be made. Embedded in the schedule below is an allowance for potentially invalid complaints. Tulsa Transit will not consider arguments pertaining to complaint validity. Complaints regarding service capacity, routing, or Tulsa Transit policies will be removed from these calculations at Tulsa Transit's discretion.

Preventable accidents are those which the Contractor or its employees or agents are at fault. Tulsa Transit reserves the right to determine whether an accident was preventable or not.

ADA Complementary Paratransit Service:

- a. Maintain on-time performance at ninety-five (95) percent or higher
- b. Maintain the rate of total operational complaints per 100,000 passengers at twenty-three (23) or lower.
- c. Maintain the rate of preventable accidents at 1.50 per 10,000 vehicle miles or lower.

- d. Maintain a minimum rate of 2.0 passengers per hour.

Fixed-Route Flexible and Sunday Service:

- a. Maintain on-time performance at ninety-five (95) percent or higher.
- b. Maintain the rate of total operational complaints per 100,000 passengers at four (4) or lower.
- c. Maintain the rate of preventable accidents at 1.00 per 100,000 vehicles miles or lower.

Optional other transportation services (MTTA reserves the right to negotiate alternative performance standards as appropriate)

- a. Maintain on-time performance at ninety-five (95) percent or higher.
- b. Maintain the rate of total operational complaints per 100,000 passengers at four (4) or lower.
- c. Maintain the rate of preventable accidents at 1.00 per 100,000 vehicle miles or lower.

3. CONTRACT AND SERVICE OVERVIEW

The area to be served shall be designated by MTTA. The service area covered by this contract currently encompasses the entire Tulsa city limits plus portions of Broken Arrow, Jenks, Sand Springs and Turley.

A. Detailed Service Description - This RFP is for the provision of:

- 1) ADA complementary paratransit service.
- 2) Fixed-route flexible and Sunday services.
- 3) Additional new service, including (but not limited to) fixed route services, general public demand response, and Micro-Transit in future periods with price negotiations to accompany such additional services.

B. Service Levels

The existing ADA paratransit service included in this RFP represents approximately 40,761 annual revenue service hours. Annual revenue service hours for the current fixed-route flexible service are about 24,412 which consists of Nightline evening service and Sunday service. These numbers should be used as the basis for purposes of costing for the Micro-

Transit service that is expected in the future. Actual service levels may be adjusted either up or down by MTTA pursuant to the terms of the Contract.

MTTA may make changes to facilitate additional service or reductions in service. Those changes will be provided to Contractor in sufficient time to meet obligations for the selection of work. If the increase or decrease in vehicle service hours operated does not exceed 15% of the estimated hours identified in the Contract in any one year, the rates proposed by the Contractor shall remain in effect. If the cumulative change in vehicle service hours, as requested by MTTA, exceeds 15% in any one year, MTTA may request negotiation of new rates of compensation. Any change in the rates of compensation shall be directly attributable to changes in the cost of operations as a result of the change in the volume of service provided.

C. Adjustment to Service

MTTA reserves the right to adjust service at any time. Modifications to service may include, but are not limited to, extending, deleting, or adding routes or parts of routes and expanding or decreasing scheduled revenue hours. Scheduled revenue hours are determined by MTTA.

D. Service Hours

ADA complementary paratransit service is provided from 5:30 a.m. to 7:30 p.m. Monday through Friday and from 5:30 a.m. to 7:30 p.m. on Saturday. Micro-Transit takes the place of Sunday Paratransit Service.

Currently the services and hours provided by the contractor are: Fixed route flexible service hours ; approximately 7:30 p.m. to 12:30 a.m. Monday through Friday and from 7:30 p.m. to 12:30 a.m. on Saturday. Sunday service is provided from 7:15 a.m. to approximately 8:30 p.m. Details by route can be found at <http://www.tulsatransit.org/>.

Future service is expected to include Micro-Transit. The Federal Transit Administration (FTA) defines Microtransit as “IT enabled private multi-passenger transportation services, that serve passengers using dynamically generated routes, and may expect passengers to make their way to and from common pick-up or drop-off points. Vehicles can range from large SUV’s to vans to shuttle buses. Because they provide transit-like service but on a smaller, more flexible scale, these new services have been referred to as Microtransit” [TCRP Research Report 188] Contractor shall provide service during all requested hours. Hours and days of operation are subject to change. Contractor shall provide all transit services in accordance with timetables provided by MTTA.

E. Vehicle Fleet

MTTA will provide the following vehicles to be utilized by the Contractor under this Contract:

Number	Year	Fuel Type	Make/Model	Accessibility Equipment	Avg. Life Miles as of July 15, 2022
5	2014	CNG	Chevy Arboc	Low-Floor, Ramp	130,446
1	2011	Gasoline	Toyota Rav 4	Ambulatory Only	142,279
12	2016	CNG	Chevy Arboc	Low-Floor, Ramp	191,831
4	2017	CNG	Chevy Arboc	Low-Floor, Ramp	180,873
18	2018	CNG	Chevy Arboc	Low-Floor, Ramp	170,596
19	2019	Gasoline	Dodge Ram Promaster 3500	Low-Floor, Ramp	78,726

F. Maintenance

Except as otherwise agreed, MTTA shall be responsible for the licensing and maintenance of its vehicles including, but not limited to, mechanical and body repair, towing service, and mechanical inspections. The contractor will be charged, at cost, for replacement Mobile Data Terminals (MDTs) that are lost, stolen, or damaged (except for normal wear and tear, as decided by MTTA). Firms may submit a proposal that includes maintenance functions if they so desire.

Contractor shall immediately notify MTTA of any damage, defect, or condition of which the Contractor is or becomes aware of which may impede the safe operation of a vehicle. The Contractor shall be responsible for all damage occasioned by its failure to inspect or report such damage, defects, or exercise of reasonable care. The Contractor shall follow

the instruction of MTTA's Director of Maintenance, or designee, with respect to maintenance including, but not limited to, removing a vehicle from service or replacing it with a reserve vehicle.

G. Fuel

MTTA shall supply the fuel to be used by MTTA owned vehicles. The vehicles will be fueled by Contractor's personnel on a daily basis at MTTA's operating facility or at other authorized CNG facilities. Contractor will be required to fuel vehicles offsite in the event of a mechanical problem with MTTA's fueling station.

H. Trip Booking and Scheduling

MTTA's Call Center personnel are responsible for booking trips on the ADA complementary paratransit service and for reserving deviations on the fixed-route flexible service. *Contractor will be responsible for booking/scheduling trips for Micro-Transit.* In addition, Call Center personnel create daily manifests for paratransit services and fixed flexible services. Manifests are delivered the day before service is delivered typically no later than 7:00 p.m. MTTA

I. Holiday Schedule

MTTA provides no service on New Year's Day, Memorial Day, Independence Day, Juneteenth, Labor Day, Thanksgiving, and Christmas. Reduced service levels are provided on Christmas Eve. MTTA reserves the right to modify service provided on holidays as deemed appropriate with one (1) week notice to Contractor.

J. Inclement Weather

In the event of inclement weather, Contractor agrees to provide service if the MTTA fixed route service is operating. In the course of operating in bad weather conditions, and the Contractor determines that a scheduled trip could not be completed due to unsafe driving conditions; the Contractor must contact both the passenger and the Call Center to give notice of the cancellation. MTTA will provide all detour and inclement weather routing.

K. Vehicle Stops

MTTA currently operates a designated stop system for their flexible fixed route. Not only should the Contractor allow passengers to board and exit transit vehicles at designated vehicle stops, but there can be exceptions that will be communicated to the contractor as needed. MTTA, at its sole discretion, may modify this stop policy as needed.

L. Service Monitoring and Contract Compliance

MTTA representatives may, without prior notice, ride in all MTTA-owned, Contractor-operated vehicles and inspect any area of the MTTA Contractor Operations Facility to ensure compliance with the terms of this Contract. All performance specifications, operational and maintenance standards shall be strictly adhered to in order to provide the highest level of service possible. MTTA reserves the right to monitor the Contractor in its implementation and performance of this Contract.

M. Mobilization - Contractor will provide an implementation/mobilization schedule and plan necessary to perform the scope of work including all of the key elements and resources necessary to guarantee uninterrupted services on the date established for contracted services to begin. (Schedule will be based on a contract commencement date of July 1, 2023). MTTA will provide one office during transition if needed.

4. MTTA FURNISHED FACILITIES AND EQUIPMENT

A. Operations Facility

The MTTA will provide a Paratransit Operations Facility. MTTA will maintain all aspects of the facility; the Contractor shall be a responsible partner in the care and maintenance of said facility and will be financially responsible for repairs made due to excessive or inappropriate use, misuse, neglect, or damage by Contractor staff.

B. Vehicle Fleet

MTTA will supply a mix of vehicles for ADA complementary paratransit, fixed-route, flexible services as well as vehicles for optional new services. MTTA will be responsible for the proper preventive and corrective maintenance of the entire fleet.

Contractor shall be responsible for safe and proper operation, fueling, and cleaning (interior and exterior) of all revenue vehicles operated under this Contract during the term of the Contract. MTTA shall be responsible for licensing and registration of MTTA

provided vehicles. MTTA reserves the right to provide other vehicle types that are accessible and suitable for service.

- 1) Each MTTA vehicle is equipped with a 2-way radio and camera system. Bike racks, fareboxes, and mobile tracking devices are provided on fixed-route flexible vehicles. Other components may be added to the fleet during the term of this contract.

5. SUPPLIES AND EQUIPMENT TO BE PROVIDED BY CONTRACTOR

MTTA supplies office equipment (i.e., computers, copier, fax) for Contractor Admin and Dispatch staff. Contractor shall adhere to all MTTA rules and regulations for the use of office equipment. The Contractor will be required to provide office supplies. In addition, should the Contractor need any special computer equipment to allow Contractor employees to communicate with Contractor corporate office staff, Contractor will be responsible to provide and maintain that equipment. MTTA will also supply tablet computers that serve as mobile data terminals on the vehicles.

MTTA PARATRANSIT OPERATIONS FACILITY

- A.** The **MTTA Paratransit Operations Facility** is located near the MTTA headquarters and/or maintenance facility.
- B. Parking** – There are exterior parking spaces for revenue and support vehicles.
- C. Paratransit Operations Facility** - The operations and administration building includes driver break room, dispatch, training, supervisor offices, and restrooms. The building is shared by MTTA's Call Center.
- D. Washing Facilities** - The automated vehicle wash facility is located in MTTA's maintenance building. Contractor will coordinate with MTTA maintenance staff on the schedule for washing vehicles.
- E. Building Access & Security** - MTTA maintains access control of the facility using security access distributed to both MTTA and Contractor employees. Contractor shall adhere to all MTTA rules and regulations for the use and management of access devices including the immediate return of security access to MTTA when a Contractor employee is separated from employment. The facility is equipped with surveillance cameras and an intrusion detection system.
- F. Space Allocation** - Contractor will be able to allocate office, call center space and work space to its employees as it determines necessary. Tulsa Transit shall provide space at its

discretion to the Contractor, but generally the space provided will encompass the areas not specifically designated as Tulsa Transit space. The Contractor shall provide leadership to its employees regarding the proper care and respect of the entire facility. Additionally, Tulsa Transit shall retain its right to make use of all shared space facilities including conference rooms, training rooms, parking facilities, and other common areas. Tulsa Transit and the Contractor will develop a method for reserving conference room space on a shared calendar system. At any time during the course of this Contract, Tulsa Transit may require additional space that is presently planned for Contractor use. In such instances, Tulsa Transit will collaborate with the Contractor to develop mutually beneficial arrangements.

- G. Furniture** – MTTA will provide a basic furniture package in all work spaces including employee lounges. Contractor may supplement with additional furniture only after obtaining prior approval from MTTA
- H. Electric, Voice and Data** - The facility is furnished with telephone and data lines specifically for use in project activities included in this RFP.
- I. Facility Utilities Cost** - MTTA shall be responsible for all utility costs at the facility, including electricity, water, sewer, natural gas, and telephone. MTTA may, at its discretion, develop facility operating and utility standards and/or thresholds in order to ensure efficient use of resources. Long distance calling will not be available. Contractor must provide a means for Contractor employees to make long distance calls if desired.

6. OPERATING REQUIREMENTS AND STANDARDS

Contractor shall be solely responsible for the provision of and satisfactory work performance of all employees as described in this RFP. Contractor shall be solely responsible for payment of all employees' wages and benefits. Without any additional expense to MTTA, the Contractor shall comply with the requirements of employee liability, worker's compensation, employment insurance, social security, and Medicare reporting. MTTA shall have the right to demand removal from this project any personnel furnished by the Contractor. The Contractor shall not, absent prior written notice to and consent by MTTA, remove or reassign any key management personnel identified in its proposal (e.g., General Manager) at any time prior to or after execution of the contract.

- A. Supervision** - Contractor shall provide continuous daily street supervision of contracted service at a level and scope sufficient to professionally manage all services. Functions shall include, but not be limited to, driver support, the monitoring of schedule adherence, on-

street operation, on-route compliance, proper implementation of MTTA/Contractor policies and procedures, and interacting with transit passengers and the public. Street supervision must be provided (either at a transit facility or in a MTTA vehicle) at all times when services are scheduled to operate. MTTA reserves the right to monitor and evaluate all services and operations at its discretion and to provide similar investigations and adherence checks of its own without notice to ensure Contractor's compliance with terms of the Contract.

- 1) Specific functions include but are not limited to evaluating on-time performance and headway compliance; identifying solutions to minimize service disruptions or delays in order to ensure on-time performance is maintained; responding to and investigating accidents and passenger complaints; ensuring compliance with door-to-door assistance and driver identification; investigating pick-up locations where backing is required and identifying alternative pick-up locations.

- B. Dispatch Personnel** - Contractor will provide adequate dispatch to enable effective driver/vehicle assignments and prompt responses to all areas of operations that could impact Contractor service. Dispatch will be on duty at all times when services are scheduled to operate. Two (2) dispatchers are required during weekday peak periods (6:00 a.m. – 10:00 a.m. and 2:00 p.m. – 6:00 p.m.).
- C. Route and Schedule Planning** - MTTA is responsible for the scheduling of paratransit and flexible fixed-route. Potential future services, including Micro-Transit, planning will be conducted by MTTA and scheduling will be the sole responsibility of Contractor.
- D. Run cutting** – MTTA reserves the right to create run cuts. A final electronic version of blocks and run cuts will be provided to Contractor at least seven (7) days prior to schedule changes. In the event the contractor completes a run pick the contractor will be required to submit the run to Call Center Director.
- E. No Services Are Guaranteed** - The provision of services to the Contractor does not constitute a guarantee of any services operating on any given day. Paratransit Routes are scheduled daily and the number of routes operating each day is solely dependent upon trip demand.
- F. Fare Collection** - Fareboxes are used during flexible fixed-route, and other services. ADA paratransit drivers collect money using money bags, or other mechanisms at MTTA discretion. The Contractor is required to properly train all drivers on the fare policy and

fare box operations. Drivers are required to enforce the fare policy with appropriate judgment. Inoperable fareboxes are not to be placed in service and the Contractor shall be required to immediately report an inoperable fare box to MTTA's maintenance department.

- G. Accidents/Incidents Notification Requirement and Process** - Accidents are defined per the Federal Motor Carrier Safety Regulations, Part 390.5 "Definitions." Contractor must report to MTTA on a monthly basis, any major safety and security incidents, as well as any non-major safety and security incidents, per the reporting thresholds outlined in the National Transit Database (NTD) Safety and Security Reporting Manual. MTTA Security shall be notified as quickly as possible of any major safety and security incidents as defined by the National Transit Database.
- H. Driver Manifests** – MTTA has equipped revenue vehicles with mobile data terminals (MDT). Drivers will be required to maintain vehicle logs for each day of service. The logs will include scheduled and actual pick-ups, mileage driver hours, vehicle(s) utilized, no-shows, and other pertinent information.
- I. Ridership** – Ridership counts via manual collection for National Transit Database mandatory sampling years or requested samples from MTTA to be conducted by Contractor as needed.

7. CONTRACTED SERVICE PERSONNEL

- A. Organization Disclaimer** - The parties to any resulting contractor agree that no persons supplied by Contractor in the performance of Contractor's obligations under the Contract are considered to be MTTA employees and that no rights of MTTA civil service, retirement, or personnel rules accrue to such persons. Any resulting contract is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract. Contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold MTTA harmless with respect thereof.
- B. Proposed Organizational Structure** - The Contractor shall submit at MTTA's request, an accurate and up to date organizational chart that depicts all personnel utilized in the

service of this Contract. The organizational chart shall indicate titles, filled positions, and number of vacancies.

C. General Manager - Contractor will provide project management through a General Manager at a level and capability sufficient to oversee its functions and employees. Due to the critical role occupied by the position of General Manager, it is required that this person be identified, a detailed resume be furnished in the Contractor's response to this RFP and that this person be available to be interviewed by the evaluation committee. The General Manager will be required to meet with a MTTA representative at their discretion to discuss the service(s).

1) **Principal Functions** - The principal function of the General Manager will be to oversee the employees of the Contractor and monitor operational activities associated with this scope of work. The General Manager will be accountable for the safe, reliable, and effective supply of all services referenced in this scope of work. The General Manager will supervise the daily activities of all drivers, supervisors, dispatchers, utility workers, and other personnel necessary to support system operations. The General Manager will work cooperatively with MTTA and be accountable for all substantive matters pertaining to the provision of transit services as provided under this Contract. These matters include but are not limited to:

- Ensuring all performance goals are met
- Effective operations management
- Maintaining a fully and competently staffed organization
- Effective quality assurance
- Complete and accurate data collection, compilation, analysis, and reporting
- Compliance with FTA and other federal, state, and local regulatory requirements
- Effective environmental compliance
- Professional response to comments from passengers and the general public
- Effective response to specific requests for other assistance as the need arises
- Attending local and regional meetings at MTTA's request.

- 2) **Minimum Qualifications** - The General Manager shall have a minimum of five (5) years of direct successful experience or equivalent experience in a General Manager capacity managing a transit property/operation of similar size and scope. Alternative experience will be considered if deemed by MTTA as relevant to the scope of work within this RFP. MTTA shall review the qualifications of any General Manager proposed by the Contractor, and to provide input to the Contractor as appropriate. MTTA may advise the Contractor regarding the individual's performance with respect to the specifications and performance goals stated in the Contract. MTTA shall have authority to approve the Contractor's proposed General Manager candidate prior to his/her assignment. MTTA can request the removal of anyone from its services at any time.
- 3) **Temporary Assignment of Project Responsibility** - Should the General Manager be unavailable to perform his/her duties (e.g., illness, vacation), the General Manager will appoint a staff member temporarily to serve in his/her place. Contractor will notify MTTA's Director of Customer and Contracted Services whenever such substitution will occur, prior to the event. If the General Manager will be unavailable for more than two (2) weeks, the Contractor will be required to provide a qualified General Manager as a substitute. In this event, MTTA must approve the substitute General Manager in advance.
- 4) **Vacancy and Replacement** - At no time shall the General Manager position be vacant. In the event of the General Manager's planned departure, the Contractor will ensure a qualified replacement, as described, who meets the qualifications stated herein and is permanently on-site prior to the previous General Manager's departure. The General Manager must give a 30-Day notice upon planned departure. Otherwise, the Contractor will assign a corporate officer to oversee the operation on-site until a qualified replacement General Manager is in place. In either event, MTTA must approve the substitute General Manager in advance.

D. Management Team -Contractor will provide MTTA with a proposal that outlines their management structure.

E. Dedication to Contract - The General Manager and the management team shall be dedicated to this Contract for one hundred percent (100%) of their time spent employed by the Contractor. It is required that they must live within 30 miles of the MTTA Administration Building.

F. Operations Staff - As part of the transit service operating plan submitted in response to this RFP, Proposers are required to submit an organizational chart for the operations department. A narrative shall be provided explaining how the organizational structure, its functions, personnel distribution, and numbers of positions (e.g., Dispatchers, Road Supervisors, etc.) best meets the operating needs and service expectations.

At a minimum, the Operations staff will be responsible for:

- Performing an adequate amount of ADA complementary paratransit service door-to-door visual checks per month.
- An adequate amount of fixed-route flexible visual on-time performance checks per service day
- An adequate amount of ADA complementary paratransit service passenger telephone quality assurance surveys per week. Surveys include questions regarding driver compliance with door-to-door assistance, driver identification by name, Lift Program identification, and destination confirmation requirements.

8. EMPLOYEE MINIMUM QUALIFICATIONS

A. All employees must be citizens of the United States or legally authorized to work in the United States.

B. Hiring and Selection - The Contractor is responsible for the following activities:

- 1) Coordinate all hiring and selection, wage and salary administration, and affirmative action.
- 2) Update job descriptions, write newspaper ads and promotional bulletins, process, screen and accept/reject applications/resumes, interview potential candidates, prepare new hire evaluation follow-up, coordinate physicals, provide career counseling, develop recruitment, hiring and testing procedures, and train interviewers.
- 3) Ensure that employees comply with Federal Transit Administration (FTA) Alcohol and Drug Testing Regulations for testing including: pre-employment, reasonable cause, return to duty, post-accident, and random. Safety sensitive employees must be randomly tested on an annual basis per current FTA regulations. In addition, current

FTA requirements call for random testing of safety-sensitive employees on an annual basis for alcohol misuse. Contractor must conform to 49 CFR Parts 655 and shall adjust annual random testing rates accordingly based on amended federal requirements.

C. Minimum Qualification for Driver Trainees – Contractor must provide driver trainees who meet the minimum qualifications set for herein.

The position of a driver is a complex one; it requires a diverse range of skills to safely operate large and technically advanced passenger vehicles as well as interact with and serve a multitude of people in a professional manner. MTTA has high standards for the transit services it provides. It is the Contractor's obligation to provide driver trainees who meet these minimum qualifications:

- 1) Driver trainees must be properly licensed by the State of Oklahoma Department of Public Safety.
- 2) Driver trainees must have a valid driver's license.
- 3) Contractor must review a three (3) year Motor Vehicle Report (MVR) issued within the past thirty (30) days from any state where the applicant has held a driver's license.
- 4) Patterns of moving violations, accidents, and/or other infractions may also disqualify an applicant.
- 5) Contractor must conduct a ten (10) year background checks on each employee as a condition of employment as required by Department of Transportation (DOT). Record checks will include, but not be limited to, criminal record.
- 6) Contractor must investigate the driver's past three (3) years of safety performance history as required by DOT/FTA
- 7) Other Driver Trainee Qualifications:
 - All driver trainees must have the ability to perform the essential functions of the job.
 - All driver trainees must have sensitivity to passenger's needs.
 - All driver trainees must have the ability to handle complaints and operational problems as required on a daily basis in a calm, courteous, and professional manner.

- All driver trainees must pass a physical exam and a regulated drug screen as required by DOT/FTA regulations. No driver trainee should be allowed to perform safety sensitive functions until a verified negative drug test results has been received in the Contractor's local office.

D. Additional qualifications for non-driver safety-sensitive positions –

It is the Contractor's obligation to require the above minimum qualifications for all non-driver safety-sensitive employees who may, in the course of their duties, operate a vehicle owned by MTTA.

- E.** Contractor will, at a minimum, conduct annual MVR reviews of driving records to ensure that the safety-sensitive employees maintain a safe driving history.

TRAINING AND PROFESSIONAL DEVELOPMENT PLAN

It is the sole responsibility of Contractor to ensure that all employees are fully knowledgeable of areas of responsibility and prepared to carry out their public service duties and responsibilities at all levels of the organization. Contractor will provide training and professional development for all personnel working on this Contract suitable to the tasks and duties conducted. It is further the responsibility of the Contractor to ensure that appropriate personnel can operate a transit vehicle in a safe, professional and courteous manner. The Contractor shall provide additional training in the event the training requirements stipulated herein are insufficient to meet the objectives noted above.

A. Drivers

- 1) **Training of Drivers and Operations Staff** - Contractor will be expected to develop, implement, and maintain a formal training and retraining plan and program for all drivers. The training plan and program will be submitted to MTTA for review and approval prior to service implementation. All training will be documented and MTTA may audit Contractor's compliance with its training plan and program and documentation at any time. The driver training plan and program must include the following.
- 2) **Driver Training** - The training program must include Title VI and be approved by MTTA.
- 3) **ADA Training (Initial and Refresher)** - Contractor shall be required to provide initial and annual refresher training to all personnel providing service to the public whether

they perform such service on a regular, intermittent, or infrequent basis. At a minimum, such training shall include:

a. **Initial Training:**

- Four (4) full clock hours of classroom ADA sensitivity training. Such training shall include:
 - Lecture on the ADA law with strong employee participation and also may include such other appropriate instructional media (e.g. slides, video, etc.) as may be successfully integrated into the instructional process
 - A review of ADA complaints filed by passengers with disabilities during the preceding year by category
 - A review of passengers with disabilities requiring special service needs.

- Three (3) full clock hours of classroom ADA operational training. Such training shall include:
 - A discussion of various disabilities that present transportation issues
 - Scenarios regarding service to passengers with disabilities and the practical remediation of access problems presented in those scenarios
 - Equipment and other resources available to make public transit a viable transportation alternative to passengers with disabilities
 - A discussion of driver responsibilities, equipment, and devices currently in use
 - Proper use of such equipment and devices
 - Stop enunciation.

- Two (2) hours of MTTA Lift Program policies and procedures and or MTTA fixed-route flexible/Sunday service policies and procedures.

- Two (2) hours of field time on the vehicle with instructors to evaluate driver expertise in the boarding, securement, and debording of mobility aid devices and the driver's familiarity with other equipment and devices then in use. Several types of mobility aid devices should be used to conduct the hands-on training. For use in hands-on training and hands on evaluation, the Proposer shall be responsible for procuring a minimum of one (1) of each of the following: A manual wheelchair, an electric scooter, an electric wheelchair.
- b. **Annual Refresher Training:** Annual refresher training is to be an abridged version of the entire initial training program.
- c. **Additional Pre-Revenue Service Training Requirements:**
- Trainees who will operate fixed-route flexible/Sunday service, and other service types will receive sufficient in-service training on all Nightline routes so that graduating trainees are capable of driving any route at any time. In-service training shall be followed by a written post in-service training test that must contain the following elements: route knowledge, schedule knowledge, basic information on routes operated by MTTA, layover locations, and additional items to be included at MTTA's request.
 - No driver will be allowed to operate equipment in MTTA service until s/he has been trained and signed off by a qualified instructor as to his/her successful attainment of the skills necessary to properly operate the vehicle type to which s/he has been assigned.
- d. **Driver Performance Evaluation** - A qualified instructor or supervisor will evaluate each driver employed under this Contract at least once every year, including in-service evaluation, and license and medical certificate checks. When required, Contractor's qualified instructor will ride with a driver and perform an evaluation and re-training, if necessary.
- e. The Contractor shall complete supplemental training in the following areas:
- As needed, following a preventable accident or incident a driver needs to be retrained before reinstated.
 - Monthly, meeting formatted to include but not limited to ADA/Safety

- f. **Evaluation** - Proposers shall submit a training program evaluation plan as part of their response to the Employee Training and Professional Development Plan Proposal Evaluation element. This is to formalize an ongoing evaluation protocol to ensure continuous information on training effectiveness and program improvement.
 - g. **Training Staff** - Persons designated as a "qualified instructor trainer" or "behind-the-wheel trainer" or any Contractor employee performing these functions under this Contract must have a record of safe driving. MVR will be supplied by Contractor prior to selection of "designated instructor".
- B. Supervisor Training Program** - A training program shall be established to identify minimum training requirements for all supervisors (including road supervisors and dispatchers) prior to being assigned. Supervisors shall undergo refresher training annually that shall include but not limited to functional areas relevant to their specific positions but will at a minimum includes the following areas:
- a. accident investigation
 - b. sensitivity training
 - c. human and passenger relations techniques
 - d. stress management
 - e. emergency operations
 - f. defensive driving and driving maneuvers
 - g. state motor vehicle laws and with at least two (2) hours dedicated towards reasonable suspicion training
 - h. Lift Program, Fixed-route flexible and additional service policies and procedures

9. UNIFORM SPECIFICATIONS AND APPEARANCE STANDARDS

Contractor shall provide a detailed uniform policy and dress code that MTTA shall approve prior to July 1, 2023. The dress code and uniform policy is intended to communicate a singular and professional image to the public. Not just the uniform itself, but its appearance is a signal to the public regarding the professionalism of MTTA and the Contractor. It is one of the most outwardly visible signs that the public uses to evaluate the transit system's safety, professionalism,

reliability, user-friendliness, and comfort. Success in presenting a positive and professional image fosters the public's pride in their transit system.

- A. The Contractor will supply a sufficient amount of uniform shirts and pants as well as a jacket. MTTA will consider uniform alternatives for approval such as hats, vests, sweaters, etc.
- B. At all times while on duty, drivers shall be well groomed, clean, and in complete uniform.
- C. All drivers must be neat in appearance, uniform clean and pressed with shirt tucked in, shoes shined, hair clean and neatly cared for. During cold weather months, drivers shall be required to wear uniform jackets approved by MTTA. During summer months, drivers will be allowed to wear shorts that are hemmed and fall just above the knee.
- D. Any non-uniform pieces of clothing (e.g., jackets, hats, sweaters) shall not be permitted while on duty.
- E. Consideration for safety must be applied to all dress code components.
- F. The Contractor shall be responsible for making drivers aware of, and PROACTIVELY enforcing, their responsibility to maintain the entire driver area and passenger cabin in a clean and professional condition:
 - 1) All drivers' personal items shall be properly stowed out of passenger sight.
 - 2) Food and beverages shall not be consumed while the vehicle is in motion or while customers are on-board. Drivers may only bring beverage containers on board the vehicle that are of the closed lid variety and that are safely secured.
 - 3) The driver's area must always be free of trash. At the end of every trip, or as needed, the driver will be required to inspect the interior of the vehicle. If driver deems any material to be hazardous, then he/she will be required to radio for assistance.
 - 4) The forward dash area near the front windshield shall never be used as a storage space for materials of any kind.
 - 5) Cell phone usage on a MTTA vehicle is strictly prohibited. Drivers must keep cell phones in the off position while on a MTTA vehicle. In the event a two-way radio fails and the driver must contact Dispatch via cell phone, the driver must step off the bus to turn on and use the cell phone.

10. CUSTOMER SERVICE

- A. It shall be the Contractor's unequivocal mission to ensure a safe, pleasant, comfortable, and engaging operating environment for passengers on-board in-service vehicles as well as at all interface points (e.g., vehicle stops, transit centers, residences, medical facilities, businesses, etc.). It shall likewise be the Contractor's unequivocal mission to ensure transit operations and employee conduct is respectful of residents and their homes or businesses.
- B. **Complaint Investigation** - When the Contractor's performance fails to meet the expectations of customers, the Contractor will be responsible to investigate the complaint and provide a response directly to MTTA staff within five (5) calendar days from receipt of the complaint.
- C. **Driver Removal From Service** - MTTA may require the Contractor to immediately, pending investigation, remove any driver, supervisor, dispatcher, or utility personnel from MTTA service for any one of, but not necessarily limited to, the following offenses:
 - 1) Committing unsafe or inappropriate acts while providing service.
 - 2) Failure to follow MTTA's policies and procedures.
 - 3) Use of cell phone or other media while operating a vehicle in revenue service.
 - 4) Revocation, suspension, or non-renewal of a valid Oklahoma driver's license.
 - 5) Not in the approved uniform or in conformance with specified uniform standards.
 - 6) Non-compliance with the Americans with Disabilities Act (ADA).
 - 7) Use of any tobacco product or electronic smoking devices on or around a MTTA vehicle while in revenue service.
 - 8) Failure to follow safety rules and regulations.
 - 9) Failure to follow security policies, guidelines, and procedures.
 - 10) Failure to comply with any policy or procedure approved by MTTA for the purpose of maintaining or enhancing the quality of transit and customer service.

11. EMPLOYEES OF CURRENT SERVICE PROVIDER

- A. The Contractor shall understand that the majority of transit employees are protected by 49 U.S.C. 5333(b) (also known as Section 13c) of the Federal Transit Act and shall comply with all laws and regulations pertaining thereto. Contractor will be required to afford a priority in hiring to the existing employees of the prior MTTA service provider in accordance with this paragraph.
- B. The priority in hiring shall not require the hiring of any existing employees if the Contractor determines the employee is not qualified for the position (under the terms of the Contract or under the Contractor's employment standards and personnel policies), or the Contractor determines the employee should not be hired because of unsatisfactory past employment history (such as documented disciplinary actions, habitual absenteeism, etc.)

12. LABOR RELATIONS REQUIREMENTS

Contractor shall negotiate and administer collective bargaining agreements as required under 49 U.S.C. § 5333(b), previously called Section 13(c) of the Urban Mass Transportation Act of 1964, and be the assignee of the present bargaining agreements. The duties and responsibilities include: labor relations training, grievance investigation, arbitration services, negotiation preparation, negotiating labor agreements, and Contract compliance and administration. Provide any training needed or requested relative to Contract administration, employee counseling, and general employee relations. Contractor is responsible for all investigations surrounding grievances filed by employees.

13. VEHICLE CLEANING AND FUELING

Contractor will be required to ensure that all vehicles entering revenue service are fueled and fully meet the following standards of cleanliness and professional appearance. MTTA reserves the option to have staff to evaluate vehicles in service or on the ready line for compliance with these requirements but not limited to.

- 1) Daily Service
 - a. Fuel at one of the designated locations
 - b. Remove trash
 - c. Wipe down driver compartment
 - d. Sweep interior
 - e. Clean windows, if needed.

- 2) Vehicle Exterior (at least two times per week)
 - a. All exterior panels (front, sides, rear) shall be clean and free of graffiti.
 - b. All exterior windows shall be clean.
 - c. All wheels and rims shall be completely clean.
- 3) Vehicle Interior (at least one time per week)
 - a. Side and ceiling panels shall be clean and free of dust, dirt, tape, graffiti, stickers, and gum.
 - b. Windows shall be clean and free of dust, dirt, graffiti, stickers, and gum.
 - c. Floors shall be clean and free of foreign objects, dust, dirt, graffiti, stickers, gum, and trash.
 - d. Handrails, stanchions, and window rims shall be clean and free of all noticeable dust, dirt, damage, graffiti, stickers, and gum.
 - e. Driver's compartment dash and floor area shall be clean and well kept - free of noticeable dust, dirt, graffiti, stickers, gum, and trash.
 - f. All passenger and driver seats shall be clean and free of dust, dirt, graffiti, stickers, gum, and trash.
 - g. Spray for insects on the vehicles. (As needed)
 - h. In the event of a pandemic (like Covid-19) fogging of vehicle will be performed.

MTTA may elect to perform tasks related to fueling and cleaning. Contractors will provide cost estimates on the Price Proposal Form with and without these tasks included in the Contract.

PRE-TRIP INSPECTIONS

Whenever a vehicle is being put into service each day, Contractor shall perform a pre-trip inspection to ensure the vehicle is safe, clean, and fueled prior to its leaving the facility, including a complete cycling of the wheelchair lift/ramp.

RISK MANAGEMENT

- A. Liability Claims** – The Contractor will be responsible for all liability claims and lawsuits associated with the operations of ADA complementary paratransit service and fixed-route flexible/Sunday service including claims processing administration, all communication with claimants, claims investigations, claims handling, defense, settlement, and any applicable Medicare reporting.
- B. Prevention of Loss and Damage** - A control system must be developed by the Contractor to ensure adequate safeguards to prevent loss, damage, or theft of MTTA-owned vehicles, equipment, and facilities. Any loss, damage, or theft must be investigated and documented by the Contractor. MTTA strongly encourages its Contractor to prosecute vandalism in order to reduce operating costs and maintain passenger security and comfort. Within thirty (30) days of execution of this contract, the Contractor must supply a comprehensive written plan for the prevention of loss and damage to all MTTA-owned and/or federally funded equipment and facilities. Thereafter, the Contractor will provide an annual update/revision to the plan, which will be due to MTTA on the first day of each succeeding fiscal year (July 1).
- C. Facility, Vehicle, and Equipment Damage** - In the case of damage to MTTA facilities, vehicles, or equipment caused by the Contractor or anyone acting as agents of the Contractor, the Contractor shall report to MTTA immediately via email said damage, provide any incident investigation reports, police reports, damage reports and photographs, and work with MTTA’s Safety Department to resolve the damage claim. Contractor will be liable for all costs associated with damages caused by the Contractor or anyone acting as agents of the Contractor. This also includes any unreported damages. Those costs will be deducted from the monthly invoice.
- D. Vehicle Transit System Safety Program Plan** - Recognizing that safety is an integral part of transit operations, the Contractor shall develop and specifically tailor to MTTA's operation a written safety policy and safety plan. The safety plan should assign responsibilities for safety management from the most senior executive to the first-line supervisory level. At a minimum, the Contractor's safety plan should address compliance with applicable legal requirements. Striving for continual improvement to achieve a high level of safety performance should be a program goal. Guidance on the development of a written vehicle transit system safety program plan is available in an American Public Transit Association (APTA) publication entitled, *Manual for the Development of Vehicle Transit System Safety Program Plans* (1998). The Contractor's System Safety Program Plan shall conform to the basic structure and content of the APTA document. As part of the

System Safety and Program Plan, the Contractor must specifically address and establish audit and reporting mechanisms for the following areas:

- 1) **Investigating accidents and incidents** - Contractor shall develop a comprehensive program for investigating accidents and incidents and procedures for correcting individual and systemic deficiencies.
 - 2) **Identifying workplace hazards** - Contractor shall develop a comprehensive, on-going systematic review of hazards involving vehicles, equipment, machines, the environment, and people, and take action to avoid identifiable hazards is required as part of Contractor services. The goal is to provide a safe environment for the public and employees. Contractor shall perform job site safety inspections at a minimum of once every six (6) months. A report of Contractor's findings and observations, as well as corrective measures taken, where required, shall be prepared and made available to MTTA upon request.
 - 3) **Proper handling of hazardous materials** - Contractor shall develop a comprehensive, on-going systematic review of hazardous material handling and disposal. The goal is to provide a safe environment for the public and employees.
 - 4) **Safety training for new and existing employees** - Contractor shall develop and implement an ongoing MTTA approved safety training and education program.
 - 5) **Emergency preparedness** - Contractor shall develop plans to respond to various emergencies that impact transit services and personnel directly as well as emergencies requiring assistance by Contractor for evacuations. Additionally, the Contractor will inform its employees of emergency procedures to be adhered to in case of a fire, medical emergency, terrorist activity, or any other life-threatening catastrophes, and conduct regular drills.
- E. Contractor shall be responsible for compliance with all applicable Federal, State, and local laws, ordinances, and regulations during the performance of this work. Contractor shall indemnify MTTA for all fines, deductions, and corrective measures that result from the acts of commission or omission of Contractor, its subcontractors (if any), agents, employees, and assigns and their failure to comply with such safety rules and regulations.
- F. Contractor shall immediately notify MTTA based on the severity of the accident via email/phone of any accident involving personnel or damage to material and equipment.

- G. Contractor shall provide and maintain on the job site, at all times, a completely stocked first aid kit which contains all emergency medical supplies likely to be required by persons in the facility.
- H. Contractor shall provide fully stocked blood borne pathogen kits on all vehicles.
- I. Contractor will provide, to MTTA for approval, written rules and procedures for the assessment of preventable and non-preventable accidents.
- J. Contractor shall conduct monthly safety inspections and hold monthly safety committee meetings as well as conduct hazardous materials training.

14. REVENUE COLLECTION AND CONTROL

- A. Fare Collection System for Fixed-Route Flexible/Sunday Service – Fixed-route, Flexible and other services operated by the Contractor will be equipped with fareboxes. Cash fares will be collected and become the property of MTTA.
- B. It is incumbent on the Contractor to ensure that drivers accurately record all passengers and fare media including cash fares. MTTA may from time to time require spot farebox audits to ensure that drivers are capturing passenger count and fare revenue accurately.
- C. Fare Collection System Security and Internal Control
 - 1) It shall be the sole responsibility of the Contractor to properly secure passenger fare revenue. The Contractor shall be responsible for any revenue losses or shortages regardless of cause.
 - 2) ADA paratransit revenues will be collected, handled, and delivered to or picked up by MTTA every weekday after 9:30 a.m.
 - 3) The Contractor will be responsible for delivering all buses used in fixed-route, flexible, and other services to the MTTA probing station every day beginning at 5:00 p.m.
 - 4) In coordination with MTTA's Transit Revenue Policy, the Contractor will develop and deploy a system of internal control that ensures and certifies all fare revenues are properly collected, handled, secured, and reported. Lost or uncollected revenue regardless of cause shall be the responsibility of the Contractor.
 - 5) Contractor shall ensure the strictest controls are maintained and there is adequate separation of duties included in Contractors' procedures. Regular review of

procedures and policies will be conducted by the Contractor. Audits will be conducted by MTTA to ensure Contractor's employees follow the stated procedures and policies, and supervisory staff monitor and modify procedures and policies as needed. MTTA shall be notified of all proposed changes to procedures or policies.

- 6) At its discretion, MTTA will perform audits of the fare collection system. The Contractor shall comply with MTTA requests for information or operational adjustments in order to complete system audits.

15. DATA GATHERING AND REPORTING REQUIREMENTS

- A.** Contractor shall be responsible for properly maintaining separate records and summaries for each service provided as deemed necessary by MTTA.
- B.** Contractor shall provide all information and reports as required and will permit access to books, records, accounts, other sources of information, and facilities as may be requested by MTTA. Where any information is required, or is in exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to MTTA, or the Federal Transit Administration (FTA), as appropriate, and shall set forth what efforts it has to obtain the information. All data gatherings and reporting shall conform to MTTA and FTA requirements.
- C.** Contractor shall provide initial Accident/Incident Reports on the day of service **immediately** following the event.
- D.** Contractor is required to submit Driver Vehicle Inspection Reports to the MTTA Maintenance Department **at the end of each shift**.
- E.** Complete accident reports must be delivered or transmitted to MTTA **within twenty-four (24) hours**. In the event of accidents/incidents that involve fatalities, serious injuries, felonies, or media attention, MTTA staff must be contacted immediately.
- F.** Contractor shall provide a Damage Estimate Request to the MTTA Maintenance Department (DL-DamageLiftRequest@tulsatransit.org) **within twenty-four (24) hours** after a vehicle has sustained damage.
- G.** Contractor shall provide the following reports the **business day following service provision**:
 - 1) Daily Revenue Deposit (ready for pickup by 9:00 a.m.)

- 2) Daily Service Report
 - 3) Daily Meter readings from all vehicles operated.
- H.** Contractor shall provide the following reports on **Monday of each week** covering the previous week.
- 1) Weekly Management/Operations Report for ADA complementary paratransit service
 - 2) On-Time Performance and Ridership Reports for fixed-route, flexible, and other services.
 - 3) Seniority List.
- I.** Contractor shall provide the following reports by the **3rd day of each month** with the monthly invoice:
- 1) Monthly Revenue Service Hours by Route Audit Report
 - 2) Monthly Nightline Report
 - 3) Monthly Human Resources Report
 - 4) Monthly Revenue Reconciliation Report
 - 5) Monthly Drug and Alcohol Testing Report
 - 6) Monthly Accident/Incident Report
- J.** Contractor shall provide an EEOC report to MTTA no later than **September 1** each year.
- K.** Contractor shall provide a Drug and Alcohol MIS Report no later than **March 1** each year.
- L.** MTTA reserves the right to add to, modify, or delete the specific reports required per this section of the Contract.
- M.** Contractor shall retain all financial books, records, and other documents relevant to the Contract for seven (7) years after final payment or until after resolution of any audit questions which could be more than seven (7) years, whichever is longer. Federal or State auditors and any other persons duly authorized by MTTA shall have full access to examine, copy and make use of all materials.

16. AFFIRMATIVE ACTION REQUIREMENTS/RESPONSIBILITIES

Contractor shall develop, review, and update its Affirmative Action plan; keep up to date on Federal, state, and local EEO laws; reclassify company job categories and wage/hours status.

17. ADA COMPLIANCE

Conformance to the Americans with Disabilities Act of 1990 is required. Contractor shall refrain from making any distinction, discrimination, or exclusion from contract services for any MTTA passenger on the basis of race, color, national origin, sex, handicap, or nature of an individual's medical condition.

Contractor shall not inquire as to the nature of a MTTA passenger's trip purpose, illness, or medical service received except in the following instances:

- 1) Contractor needs to know such information due to necessity relating to appropriate transportation.
- 2) The passenger becomes ill during the course of the trip and acquiring such information is considered pertinent to assuring the passenger's safety and well-being.

Contractor agrees to report to MTTA any suspected fraud or willful abuse of ADA complementary paratransit service by a passenger.

18. SUBSTANCE ABUSE PREVENTION POLICY

In accordance with the Part V-Required Contract Clauses, Section 19-Drug and Alcohol Testing, 49 U.S.C. §5331, 49 CFR Parts 653 and 654, of this RFP, the Contractor shall establish and implement a substance abuse prevention policy.

19. LOST AND FOUND POLICY

The Contractor shall make a reasonable attempt to identify and return lost items to MTTA. Contractor shall:

- A. Tag the item and notate route, trip number or location where the item was found, time, and date found.
- B. Include name of person turning in the item, and a brief description of the item.
- C. Lost and Found is picked up the next business day by MTTA Staff.

20. CONTINUITY OF SERVICES

- A. Contractor recognizes that the services under this Contract are vital to MTTA and must be continued without interruption and that upon Contract expiration, a successor, either MTTA or another Contractor, may continue them. Contractor agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.
- B. Employees being transferred should be required to undergo training. MTTA will coordinate with Contractors as to agreeable dates/times employees may be allowed to attend training session(s).
- C. Contractor shall establish a Service Continuity or Back-Up Plan to maintain services in the event of labor strike, severe labor shortage, natural or manmade disaster, or other catastrophic incident that might significantly disrupt transit services.

21. FAILURE TO COMPLY

- A. In the event Contractor fails to promptly take necessary steps to ensure future performance of the services is in conformity with the requirements of the Contract, MTTA shall have the right to terminate this Contract for default.

PART III - PROPOSAL FORMAT

This section outlines the proposal format as well as evaluation criteria. In summary, the evaluation criteria with weight:

1. Transit Service Operating Plan—Base Service/Alternative Approach (25%)
 - a. Understanding of the Scope of Work
 - b. Operations Approach and Plan
 - c. Vehicle Cleanliness Plan
 - d. Customer Service
 - e. Employee Training and Development Plan
2. Management Qualifications (25%)
3. Price (25%)
4. References (25%)
5. Financial Strength (pass/fail)

Proposals should, at a minimum, address the base services of Microtransit, Lift, Flex services and the possibility of additional services.

Proposers shall provide price proposals for services described in Scope of Work for this RFP. Each proposer must submit and sign a price proposal for the periods for the service described in the Scope of Work.

The service levels are subject to change as determined by MTTA. If MTTA increases or decreases service levels in excess of fifteen percent (15%), the Contractor and MTTA shall enter into negotiations to determine different rates of compensation.

SECTION 1: TRANSIT SERVICE OPERATING PLAN—BASE/ALTERNATIVE

B. Operations Approach and Plan

1) Required Components:

- a) In accordance with the terms specified in the RFP, describe the overall approach and philosophy to managing and operating MTTA's ADA complementary paratransit and fixed-route flexible and Sunday services.
- b) Provide an organizational chart for the operations department along with a narrative explaining how the organizational structure, position functions, and recommended staffing levels will yield the most effective and efficient results for providing superior transit service.
- c) Describe the understanding, approach, and strategies for effective road supervision.
- d) Describe how the Proposer will achieve continuous operation of the transit services.
- e) How will you minimize delays and prevent missed service?
- f) Describe the Proposer's internal communications network including methods of communicating policies and instructions to senior staff, supervisors, and drivers and the approach to routing/dispatching functions.
- g) Describe how the Proposer will work to improve service efficiency and effectiveness.
- h) Describe the Proposer's experience with Paratransit and Microtransit software used in transit system operations.
- i) Describe what innovative and productive technologies and practices the Proposer plans to utilize to maximize transit operations effectiveness, safety, and efficiency.
- j) Describe the Proposer's basic strategies for a Service Continuity or Back-Up Plan in order to maintain services in the event of labor strike, severe labor shortage, fuel disruption, natural or manmade disaster, or other catastrophic incident that might significantly disrupt transit services.
- k) Performance Goals are relevant to this evaluation section, the Proposer shall describe the strategies and tactics by which performance in each category will be maximized.

- l) Describe transition/start-up plan including significant milestones, activities, schedule, and communication. Further, identify contractor startup management and other personnel including their experience in similar transitions.

A. Vehicle Cleanliness Plan

1) Required Components:

- a) In accordance with the terms specified in the RFP, describe the overall approach to and general strategies for properly cleaning and fueling MTTA's transit fleet.

B. Customer Service

1) Required Components:

- a) Describe the Proposer's philosophy and approach to customer service. Include methods for daily interactive as well as the handling of complaints, commendations, and suggestions. How will the Proposer comply with the complaint resolution standards stipulated?

C. Employee Training and Professional Development Plan

1) Required Components:

- a) Describe in detail the Proposer's planned approach to driver, supervisor, and dispatcher training. Please describe any deviations/improvements recommended from the requirements listed in this RFP.
- b) Describe in detail the type and level of employment benefits provided or available to employees addressing vacation, sick and other leaves, health and welfare benefits, wage and salary classifications and progressions, and employer contributions for all programs for all job categories based upon minimum requirements stated in the RFP.
- c) Describe the Proposer's approach to professional and educational development for all employees. Please provide specific plans, programs, or strategies to ensure all employees have access to the tools for professional success and growth.
- d) Describe the Proposer's training program evaluation plan to ensure up to date information on training effectiveness and continuous program improvement at all levels of the organization.
- e) Describe the Proposer's approach and recommended strategies for driver, supervisor, and dispatcher recruitment & retention in an area that has traditionally had a low unemployment percentage.

- f) Describe the Proposer's substance abuse policy as well as any wellness programs.

SECTION 2: MANAGEMENT QUALIFICATIONS

A. Required Components

- 1) Submit resumes and three professional references for the Management Team.
- 2) Submit a detailed organizational chart to illustrate the organizational structure.

SECTION 3: REFERENCES/CONTRACTOR EXPERIENCE IN TRANSIT SERVICES

A. Required Components

- 1) How many years has the Proposer been providing transit services?
- 2) How many years of experience has the Proposer had in providing ADA complementary paratransit service and/or other transit services? Please specify other transit services.
- 3) Describe your previous experience on projects of similar size, scope, and complexity.
- 4) List significant accomplishments in contributing to the success of similar transit services.
- 5) Describe why Proposer should be selected to perform this Contract. Indicate any new or creative ideas that would provide MTTA with a high quality, safe, efficient, and responsive operation.

SECTION 4: PRICE

D. Required Components

Describe how the firm's price proposal reflects a full and proper understanding of the work to be performed and standards achieved as specified under this contract. Include key assumptions:

- Compensation (including wages, salaries, and benefits) of the following personnel as appropriate:
 - Drivers (indicate starting wages, step progression)
 - Dispatchers
 - Senior management

 - Utility

SECTION 5: FINANCIAL STRENGTH (Pass/Fail)

E. Required Components

1. Provide audited financial statements for the two (2) most recently completed fiscal years reflecting your current financial condition. If a partnership, submit financial statements for each partner. If audited statements are not available. Proposer may be required to submit additional financial information to establish financial responsibility.
2. Provide evidence of ability to obtain specified amounts of insurance from an insurance company authorized to do business in Oklahoma. Disclose intended deductible levels, if any. Disclose the total number and amount of claims paid by the Proposer in the last three (3) years. Demonstrate financial capability commensurate with the required insurance limits and your proposed deductible levels.
3. Provide a minimum of two (2) bank credit references. Include name, title, and current telephone number.
4. Indicate your ability to post the performance security as required in Part I Instructions to Proposers, Section 16.

PART IV - 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 Forms—Base and Alternative

2.0 DBE Qualification Form

3.0 Statement of Proposer's Qualifications

4.0 Authorization for Information

PRICE PROPOSAL FORM

Two forms are provided: one for the base service and the other for alternative proposal(s). Contractors are not required to submit alternative service proposal(s). The forms may be prepared on electronic spreadsheets provided they strictly follow the format.

The alternative proposal form has some flexibility if the contractor has a different approach. However, total period pricings needs to be shown along with any service units and unit pricing and other assumptions that deviate from the scope of work. Failure to properly identify key underlying pricing assumptions may render the contractor proposal non-responsive.

The below affirmation forms need to be included with each submitted pricing form. If multiple alternatives are submitted, then each alternative affirmation needs to be identified and signed.

Base Proposal Form Affirmation

Proposer: _____

(Name of Company)

By _____

(Print Name)

(Authorized Signature)

(Title)

(Date)

Alternative Proposal Form Affirmation

Proposer: _____

(Name of Company)

By _____

(Print Name)

(Authorized Signature)

Base service pricing proposal – See Attachment A

Alternative service pricing proposal – See Attachment A

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 _____

1. 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 should you need information regarding DBE Certification.

Please print the following information:

Firm Name _____

Authorized Signature _____

Title _____

Date _____

2. STATEMENT OF 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. 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.

Proposer may submit any additional information he/she desires.

STATEMENT OF 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 _____

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 _____

PART V – 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. INSURANCE AND INDEMNITY

A. General Requirements

Contractor shall purchase and maintain throughout the contract period the following insurance, at its own expense, and shall meet all Oklahoma requirements regarding proof of coverage. Certificates of insurance, with all additional insurers named, must be received by MTTA at least two weeks before service start-up. Certificates shall be standard industry forms, such as ACORD, or in the form included in these specifications. No less than thirty (30) days prior written notice by registered or certified mail shall be given to MTTA of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Proposer shall take immediate steps to have the full amount of the limits appearing on the certificate reinstated.

B. Worker's Compensation

Contractor shall provide proof of Oklahoma Worker's Compensation insurance coverage covering all employees working on this project prior to contract execution.

C. Minimum Limits of Insurance

- 1) Contractor, including subcontractors, shall maintain insurance coverage of the types and with limits no less than the following:

- a. General Liability: \$15,000,000 per occurrence and in the aggregate. (Including operations, products and completed operations.)
 - b. Automobile Liability: \$5,000,000 per accident for bodily injury and property damage.
 - c. Physical Damage coverage for all property damage to MTTA vehicles, whether owned or non-owned, for the entire period of this contract.
- 2) MTTA will be listed as an additional insured. MTTA will be notified within 10 days of insurance cancellations. Finally, CONTRACTOR shall ensure that its subcontractors (to the extent subcontractors are allowed pursuant to this Agreement) carry the insurance coverage as above.

D. Deductibles and Self-Insured Retentions

- 1) Any deductibles or self-insured retentions must be declared and approved in advance by MTTA.
- 2) The Contractor shall provide a financial guarantee satisfactory to MTTA guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to MTTA. This is only a recommendation. MTTA may decide to accept an insurer with a rating of less than A:VII depending on various circumstances.

F. Other Insurance Provisions

The General and Auto Liability policies are to contain, or be endorsed to contain, the following provisions:

- 1) MTTA, its officers, officials, employees and the City of Tulsa, its officers, officials, employees are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The additional insured status shall also apply to the products and completed operations coverage under the general liability policy.

- 2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects MTTA, its officers, officials, or employees and the City of Tulsa, its officers, officials, or employees. Any insurance or self-insurance maintained by MTTA, its officers, officials, or employees shall be excess of the Contractor's insurance and shall not contribute with it.
- 3) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to MTTA.
- 4) The Proposer assumes all risks incident to, or in connection with, its purpose to be conducted under or pursuant to the Contract, and to the extent allowed by law shall indemnify, defend and save harmless MTTA from damages, losses or injuries of whatever nature or kind to persons or property arising, directly or indirectly, out of the Proposer's operations or arising from acts or omissions of its agents, employees or sub-contractors. The Proposer to the extent allowed by law shall indemnify, defend and save harmless MTTA from any penalties for violation of any law, ordinance or regulation affecting or having application to said operations, acts and omissions, or resulting from the carelessness, negligence or improper conduct of the Proposer or any of its agents, employees or sub-contractors, and from the negligence MTTA or its employees in connection with the work or work site. The presence of, or inspections by, employees or other representatives of MTTA shall in no manner diminish or affect the duties, obligations or responsibilities of the Proposer. The obligations imposed by this paragraph shall not be limited or extinguished by any obligation to provide insurance or by the provision of insurance.
- 5) MTTA's ADA complementary paratransit service provides door-to-door service. Each insurance policy required by this clause shall cover all exposures from the door at the trip origin to the vehicle, loading and unloading of passengers, and from the vehicle to the door at the trip destination.
- 6) Each insurance policy required by this clause shall include coverage for acts of misconduct by Contractor employees including sexual assault and sexual abuse.

3. 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.

PART VI – FEDERAL TERMS AND CONDITIONS

The following terms and conditions apply to this procurement

1. FLY AMERICA REQUIREMENTS

49 U.S.C. § 40118

41 CFR Part 301-10

Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of federal funds and their Contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

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. RECYCLED PRODUCTS

42 U.S.C. 6962 40 CFR Part 247 Executive Order 12873

Recovered Materials - The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 Procurement Specialist. 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 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 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.

14. 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 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 Contractor is required to pay its Sub-Contractors performing work related to this contract for satisfactory performance of that work no later than 15 days after the Contractor's receipt of payment for that work from MTTA. In addition, the Contractor is required to return any retainage payments to those Sub-Contractors 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, included termination for default or convenience. The contractor officer shall work with the DBELO and Procurement Specialist, 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. The clause applies to both DBE and non-DBE subcontracts.

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

15. 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.

16. IMMIGRATION

Any contract awarded by MTTA will require Contractor to comply with Citizen Protection Act 2010. This act provides: 1. After July 1, 2010, no public employer shall enter into a contract for the physical performance of services within this state unless the Contractor registers and participates in the Status Verification System to verify the work eligibility status of all new employees. 2. After July 1, 2010, no Contractor or Sub-Contractor who enters into a contract with a public employer shall enter into such a contract or subcontract in connection with the physical performance of services within this state unless the Contractor or Sub-Contractor registers and participates in the Status Verification System to verify information of all new employees.

The act defines a status verification system as 1. "Status Verification System" means an electronic system operated by the federal government, through which an authorized official of an agency of the State of Oklahoma or of a political subdivision therein may make an inquiry, by exercise of authority delegated pursuant to Section 1373 of Title 8 of the United States Code, to verify or ascertain the citizenship or immigration status of any individual within the jurisdiction of the agency for any purpose authorized by Section 7 of this act. The Status Verification System shall be deemed to include: a. the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, P.L. 104-208, Division C, Section 403(a); 8 U.S.C., Section 1324a, and operated by the United States Department of Homeland Security, known as the Basic Pilot Program, b. any equivalent federal program designated by the United States Department of Homeland Security or any other federal agency authorized to verify the work eligibility status of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603, c. any other independent, third-party system with an equal or higher degree of reliability as the programs, systems, or processes described in this paragraph, or d. the Social Security Number Verification Service, or such similar online verification process implemented by the United States Social Security Administration; 2. "Public employer" means every department, agency, or instrumentality of the state or a political subdivision of the state; 3. "Sub-Contractor" means a Sub-Contractor, contract employee, staffing agency, or any Contractor regardless of its tier; and 4. "Unauthorized alien" means an alien as defined in Section 1324a(h)(3) of Title 8 of the United States Code.

17. 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 \$100,000 or more shall file the

certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any 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.

18. ADA STANDARDS FOR ACCESSIBLE DESIGN

The Contractor agrees to comply with Title II of the Americans with Disabilities Act (ADA), 42

U.S.C. §§ 12131-12134, which prohibits discrimination on the basis of disability and requires new construction or alterations to be readily accessible and usable by qualified individuals with disabilities.

19. Public Transportation Employee Protective Arrangements

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

20. 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

PART VII – 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. Fly America Requirements
5. Energy Conservation Requirements
6. Clean Water Requirements
7. Lobbying Certification
8. Federal Changes
9. No Government Obligation to Third Parties
10. Contractor Debarment Certification
11. Contractor Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transaction
12. Civil Rights Requirements
13. Breaches and Disputes Resolution
14. Incorporation of Federal Transit Administration (FTA) Terms
15. Certificate of Non-Discrimination
16. Immigration

**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.)

THE PROPOSER OR CONTRACTOR, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 et. seq. ARE APPLICABLE

By: _____

Authorized Signature

Company

The authorized official signing above hereby certifies that he/she shall, under State and Local law, comply with the subject assurances and that the certification above has been legally made.

State of _____

County of _____

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

Notary Public _____

Notary Number _____

My Commission Expires _____

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.

Company Name

Signature

Title

Date

4. FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their Contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act.

Company Name

Signature

Title

Date

5. ENERGY CONSERVATION REQUIREMENTS
42 U.S.C. 6321 et seq. 49 CFR Part 16

Energy Conservation - The Proposer 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.

Company Name

Signature

Title

Date

6. CLEAN WATER REQUIREMENTS
33 U. S. C. 1251

The Proposer agrees to comply with mandatory standards and policies relating to clean water, which are contained in the Federal Water Pollution Control Act Issued in compliance with the EPA Office.

Company Name

Signature

Title

Date

7. 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.]

7. 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.

Company Name

Signature

Title

Date

8. FEDERAL CHANGES
49 CFR Part 18

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.

Company Name

Signature

Title

Date

9. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(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.

Company Name

Signature

Title

Date

10. 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 _____

11. 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 _____

12. CIVIL RIGHTS REQUIREMENTS (Page 1 of 2)

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.

(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.

Company Name

Signature

Title

Date

13. 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 authorized representative of MTTA. 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 MTTA. 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 MTTA 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 therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of 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 in which the MTTA is located.

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.

Company Name

Signature

Title

Date

14. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

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 MTTA requests, which would cause MTTA to be in violation of the FTA terms and conditions.

Company Name

Signature

Title

Date

15. CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this Contract Agreement, the proposer agrees as follows:

A. The proposer agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, ancestry or disability. The proposer shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, age, national origin, ancestry or disability, as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, or pay or other forms of compensation and selection for training, including apprenticeship. The proposer and any Sub-Contractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of The City of Tulsa setting forth the provisions of this section.

B. In the event of the proposer's non-compliance with this Non-discrimination Clause, the Contract Agreement may be canceled or terminated by the Metropolitan MTTA Authority (MTTA) Board of Trustees. The proposer may be declared ineligible by the Board of Trustees for further contracts with MTTA until satisfactory proof of intent to comply shall be made by the proposer and/or Sub-Contractor(s).

C. The proposer agrees to include the requirements of this Non-Discrimination Certificate in any subcontracts connected with the performance of this Contract Agreement.

I have read the above clause and agree to Proposal by its requirements.

_____ Attest:(Corporate Seal)

Name of Corporation or Firm

Signature of Proposer or Proposer's Authorized Agent

If Proposer's company is not incorporated, no corporate seal is required; however, the following statement must be executed.

State of _____ County of _____

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

Notary Public _____ Notary Number _____

My Commission Expires _____

16. IMMIGRATION INSTRUCTIONS

Executive Order 481 applies to all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established. As it is the policy of the Executive Branch to prohibit the use of undocumented workers in connection with the performance of state contracts, all contracts entered into after February 23, 2010 require that Contractors, as a condition of receiving Commonwealth funds under any Executive Branch contract, make the following certification:

CONTRACTOR CERTIFICATION:

As evidenced by the signature of the Contractor’s Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of all Executive Branch contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

Date

Contractor

Contractor Authorizing Signature

Print Name

Title: _____ Telephone: _____

Fax: _____ Email: _____

PART VIII – PROPOSAL CHECKLIST FOR SUBMITTALS

Proposal Narrative: One, unbound, signed, and complete original of the Proposal response. Five (5) additional tabbed Proposal copies are included for evaluation purposes.

- Section 1: Senior Management Team Qualifications have been included.
- Section 2: Price has been included.
- Section 3: Transit Service Operating Plan has been included.
- Section 4: Cleaning/Fueling Plan has been included.
- Section 5: Customer Service Plan has been included.
- Section 6: Employee Training & Professional Development Plan has been included.
- Section 7: Understanding Scope of Work has been included.
- Section 8: References/Contractor Experience in Transit Services has been included.
- Section 9: Price Reasonableness has been included.
- Section 10: Financial Strength has been included.

Proposal Forms:

- Price Proposal Form
- DBE Qualification Form
- Statement of Bidder's/Proposer's Qualifications
- Authorization for Information

Federal Terms and Conditions:

- Certification Regarding Comptroller General's List of Ineligible Proposers
- Anti-collusion Affidavit
- Program Fraud and Fall or Fraudulent Statements and Related Acts

- Fly America Requirements
- Energy Conservation Requirements
- Clean Water Requirements
- Lobbying Certification
- Federal Changes
- No Government Obligation to Third Parties
- Contractor Debarment Certification
- Contractor Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transaction
- Civil Rights Requirements
- Breaches and Disputes Resolution
- Incorporation of Federal Transit Administration (FTA) Terms
- Certificate of Non-discrimination
- Immigration