

**Request for Proposals #23-08**  
**Metropolitan Tulsa Transit Authority (MTTA)**  
**RFP#23-08 ADA Paratransit Fixed Route Flexible Service & Other Optional**  
**Transportation Services Addendum 3**  
**November 18, 2022**

This amendment provides additional information to firms responding to RFP #23-08 RFP#23-08 ADA Paratransit Fixed Route Flexible Service & Other Optional Transportation Services issued by MTTA.

Purpose: This amendment answers potential vendor questions and clarifies the evaluation criteria.

1. The RFP document on Part III – Proposal Format outlines the proposal format as well as evaluation criteria to be utilized in this RFP. In Summary the evaluation criteria (with weights) are as follows:
  1. Transit Service Operating Plan – 25 points
  2. Management Qualifications – 25 points
  3. Price – 25 points
  4. References – 25 points
  5. DBE participation – Possible additional 5 points for a qualified Oklahoma DBE firm.
2. In addition to the current Sunday Service, when does MTTA anticipate expanding microtransit service?
  - a. A pilot in April and full implementation in August 2023. Nightline and Sunday Services.
3. What MDTs/tablets is MTTA using in the vehicles today?
  - a. Samsung Galaxy tablets.
4. Are these standard MDTs without any MDM (mobile data management) software installed on them that might restrict apps being downloaded on them?
  - a. No. Apps would need to be approved by MTTA IT Dept.
5. Is the Toyota RAV4 a revenue service vehicle or is it used as a supervisor car?
  - a. It's used as both.

6. Please state whether the current contractor provides any non-revenue support vehicles and the number provided.
  - a. Yes. They have two gasoline powered support vehicles, a Toyota RAV4 and a Nissan Versa.
7. The RFP has the contractor responsible for providing booking and scheduling trips for microtransit service. Please state the software MTTA uses and whether riders can book directly through a smartphone app or a computer?
  - a. The software we are using is RideCo. Eventually it will have the capability of allowing riders to book directly.
8. The RFP specifically asks for a General Manager candidate to be named and a resume provided. Can we provide detailed duties and descriptions for the other senior positions without resumes of individuals?
  - a. We require resumes for all senior positions.
9. Our approach to monthly safety meetings is to cover an abridged version of the full training over a 12 month period, along with contemporaneous issues related to service and customer needs. Will this approach meet MTTA's Training and Professional Development Plan – calling for an annual abridged version of the entire training program?
  - a. Yes.
10. Please state if complete bus washing by contractor is required twice weekly?
  - a. Vehicle should be completely washed inside and out at least twice weekly.
11. For *Revenue Collection and Control*, please state the address of the MTTA probing stations and the address of the contractor operations facility.
  - a. The MTTA probing station is located at 510 S Rockford Ave, Tulsa, OK 74120. The contractor operations facility is located at 1403 E 5<sup>th</sup> Court, Tulsa, OK 74120. These addresses are subject to change.
12. Will you allow commingling of ADA paratransit riders with microtransit riders?
  - a. To be determined.
13. Please provide the current rates paid to the existing contractor for variable and fixed costs.

a. Variable cost currently is \$29.63 per hour and Fixed Costs are \$96,505.17.

14. Please confirm the volume of hours and/or trips on which proposers should base their proposals. Please describe plans for any changes to the volume of hours in the next 12 months.

a. Please refer to page 8 of the RFP for Service Levels on which to base your proposal.

15. Please clarify how the prices will be evaluated; will the full contract term be considered or only the year 1 price?

a. MTTA will evaluate prices for the periods of service described in the Scope of Work.

16. Please provide/confirm the current revenue miles and hours; current deadhead miles and hours; and current total miles and hours for these services.

a. Paratransit per month:

i.	Service Hours:	3,918.5	Service Miles:	72,667
ii.	Deadhead Hours:	393.5	Deadhead Miles:	10,790
iii.	Total Hours:	4,312	Total Miles:	83,457

b. Sunday per month:

i.	Service Hours:	550.53	Service Miles:	6,623
ii.	Deadhead Hours:	35.52	Deadhead Miles:	650
iii.	Total Hours:	586.05	Total Miles:	7,273

c. Broken Arrow:

i.	Service Hours:	324.18	Service Miles:	4,837
ii.	Deadhead Hours:	73.25	Deadhead Miles:	1,417
iii.	Total Hours:	397.43	Total Miles:	6,254

d. Nightline per month:

i.	Service Hours:	1,089.31	Service Miles:	13,301
----	----------------	----------	----------------	--------

- ii. Deadhead Hours: 212.24      Deadhead Miles: 4,496
- iii. Total Hours: 1,301.55      Total Miles: 17,797

17. Please clarify the number of vehicles used in revenue service by day of week and peak service hours and number of buses in service at these times.

- a. See "Exhibit 4 Daily Paratransit Routes – Current 8.29.22" Attached

18. What is the current level of productivity for each of the services? If available, please provide for weekday, Sat and Sun by service.

- a. Current Average Paratransit Productivity: 1.90 rides per hour

19. Please provide a list of the positions currently provided by the contractor for this operation. Please indicate whether these positions are 100% dedicated to this contract.

- a. All Positions are 100% dedicated to the contract
- b. General Manager, Administrative Assistant, Safety & Training Manager, Road Supervisors, Dispatchers, Utilities, Drivers

20. Please provide copies of the last twelve months of management reports from the Contractor.

- a. Not available to MTTA.

21. Please provide copies of the last 2 years of invoices from the Contractor.

- a. We are not comfortable sharing the invoices, but for the last two fiscal years we have spent \$8,126,695.17

22. Who handles passenger certifications? Please describe any responsibilities the contractor has for this process.

- a. Currently a third party.

23. Can we get annual system miles travelled for both the ADA and Fixed-Route flexible service. Both the total miles and the revenue miles?

- a. Paratransit Annual Revenue Miles: 908,928
- b. Fixed Route Services (Including Sunday and Broken Arrow) Miles: 375,888

24. Are there any liquidated damages associated with not meeting these goals other than fare reimbursement for late trips?

- a. There are no liquidated damages associated with this contract. As stated in the RFP, page 29, *“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.”*
25. The RFP states that the rate of preventable accidents should be at 1.50 per 10,000 vehicle miles or lower for paratransit service and 1.0 per 100,000 miles for other services. Please confirm the paratransit preventable accident goal.
- a. See page 8 of the RFP.
26. According to the most recent board meeting notes, the current service is running at a very high preventable accident rate. Please provide more details on MTTA’s accident trend. What types of accidents are driving this trend?
- a. Preventable Accidents driving the trends upward are vehicle sideswipes and vehicles hitting fixed objects.
27. What is the current level of complaints per 10,000 boardings for each of the service types provided and what is the average level of complaints per 10,000 boardings per year for each of the past three years?
- a. Current Fiscal Year (FY) 2023 Valid Complaints Totals:
    - i. 39-Lift
    - ii. 7-Flex Services
  - b. Fiscal Year 2022 Valid Complaints Total:
    - i. 126- Lift
    - ii. 8- Flex Services
  - c. Fiscal Year 2021 Valid Complaints Total:
    - i. 65- Lift
    - ii. 15- Flex Services
28. What is the current on time performance for each of the service types provided? What is the average on time performance per year for each of the three past years?
- a. 95% or better

29. On Page 8 under Service Levels, it says “These numbers should be used as the basis for purposes of costing for the micro-transit service that is expected in the future”. Based on that statement 1) Please clarify which numbers should be used.
- a. As stated in the RFP, 24,412 represents the annual revenue service hours for Nightline evening service and Sunday service.
30. The RFP states that micro-transit takes the place of Sunday Paratransit Service. Is the micro-transit replacing any of the other existing services?
- a. Not at this time, but possibly in the future.
31. Will micro-transit be immediately replacing Sunday paratransit services or will that occur at a future date?
- a. Pilot in April of 2023 and Full replacement of Sunday and Night Line Service in Aug of 2023.
32. Please clarify MTTA’s planned replacement schedule for the provided fleet. What are the mile goals for each vehicle type?
- a. There are 10 buses scheduled for replacement in 2023. Target mileage goal is 250K.
33. Is the contractor responsible for providing non-revenue/road supervisor vehicles?
- a. No.
34. Would MTTA allow the contractor to subcontract a portion of the services and if so, could the subcontractor operate MTTA vehicles?
- a. See Assignment page 53 of the RFP.
35. What software is currently in place for trip booking, scheduling, and dispatching of Micro-Transit services if any?
- a. We currently use Trapeze however that will change July 1<sup>st</sup> 2023. We have contracted with RideCo to provide micro-transit and paratransit software.
36. Does MTTA provide Wi-Fi/internet for contractors at the designated contractor facility?
- a. Yes.

37. What camera system is installed on the MTTA fleet vehicles?
- a. Seon is the system currently used by MTTA.
38. Can the contractor install contractor supplied video recording devices (i.e., idrive, DriveCam, etc.) on MTTA supplied vehicles?
- a. Any installation must be coordinated with Director of Maintenance and the Director of IT.
39. Who is the long-distance calling firm currently in place and utilized at the MTTA facility?
- a. 3CX Phone Service provided by Spark Services
40. Is a CDL license required or are there any license endorsements required for operating MTTA supplied vehicles?
- a. All non CDL drivers. No current vehicle meets the weight or seat requirement for a CDL.
41. Please provide a copy of the “post in-service training test” currently being utilized as outlined in this section.
- a. Not available at this time
42. Please confirm if MTTA supplies pre/post inspection forms for the contractor.
- a. No. Contractor is required to supply these forms to their drivers.
43. Please confirm how you want the bidders to organize their proposal narratives.
- a. The proposal narratives on pages 37 – 40 of the original RFP document is what proposers should follow.
44. Please confirm the contractor has access to MTTA’s supplied reservations, scheduling and dispatching software.
- a. Confirmed
45. The insurance limits listed in the RFP are higher than industry standards and vendors may need to procure additional coverage to meet these limits, which will drive up program costs unnecessarily. Will MTTA consider lowering the general liability requirement to be more in line with industry standards (\$5,000,000)?

- a. MTTA will accept insurance in generally accepted industry standard amounts as evidenced by an ACORD Certificate of Liability Insurance. This also includes subcontractors providing non-transportation work like maintenance and repair work.
46. Page 5. 2. Insurance and Indemnity, F. Other Insurance Provisions. This section states MTTA, et al, are to be covered as “insured”. Please confirm that this can/will be amended to “additional insured”.
- a. This can be negotiated between the two parties during creating of the contract.
47. Please confirm bidders do not need to return the proposal checklist for submittals.
- a. Confirmed.
48. What are the three biggest challenges that MTTA faces in regard to the services being procured?
- a. Challenges change from time to time.
49. What does MTTA wish to accomplish over the next decade for these services?
- a. Continued Safe, reliable and customers service driven services.
50. Does this RFP represent any significant changes to the current operations?
- a. The addition of micro-transit and other optional transportation services.
51. If local, state, or federal governments change the laws, rules or regulations that affect minimum wages and/or benefits that are mandated for the employees of this contract, and this event was not known at the time of bidding, how will MTTA respond to a potential request for increased compensation?
- a. MTTA will evaluate things like this particular example when they happen.
52. What is the current level of productivity for each of the service types provided? What is the average productivity per year for each of the three past years?
- a. Previously answered.
53. Will MTTA make any vehicles available to an incoming contractor to perform the necessary training during the transition period? If yes, how many and what type?
- a. Yes. We will discuss at time of award



54. Please consider adding “Strikes” to the Force Majeure clause of the contract to allow for this item. Consider clearly outlining the level of service expected of the contractor if there were a strike.
- a. We will consider
55. Please provide a sample/draft contract.
- a. See Exhibit 5 Contract Template attached
56. In order to ensure that none of the current employees go backwards in benefits should a transition occur, please provide information regarding the current rates/benefits for employees. Please include specific information such as a rate sheet regarding co-pays, dependent coverage, and amount of the premium paid by employer.
- a. This is First Transit’s information. MTTA does not have access.
57. Please explain if there have been any challenges due to the incumbent contractor having driver shortages.
- a. No different than any other contractor or provider.
58. How long has the incumbent contractor been the provider for the services for the MTTA? If this includes extension years, how many years were extended?
- a. The current contract was for an initial 3-year term with 2 additional options years that were exercised.
59. Please confirm the Contractor’s DBE goal for this procurement.
- a. A separate contract goal has not been established for this procurement.
60. It was mentioned at the prebid meeting that bidders submitting a DBE subcontractor would receive 5 extra points. Please confirm the requirements for obtaining 5 extra points.
- a. To be eligible for the DBE points, either the proposer or a subcontractor of the proposer must be registered with the Oklahoma Department of Transportation (ODOT), Civil Rights Certification and Compliance System as a certified DBE vendor.
61. Please provide the number of vehicles planned to operate Microtransit services.
- a. TBD
62. Please confirm that all services to be operated are billed gate to gate.

a. Confirmed

63. Will the proposer need to provide tablets, Wi-Fi, cellular service or any software?

a. No

64. Are there any other on-board applications required to support (hardware or software) for passenger AVL, Counting, farebox., etc.

a. Not from the Contractor

65. Would MTTA consider an assignment provision that allows the proposer to assign the Contract to another proposer entity without prior written consent of MTTA?

a. See Part V General Terms, 1. ASSIGNMENT of the RFP.

66. Please confirm that the contractor will be responsible for reservations and scheduling of the microtransit service.

a. Confirmed

67. Will MTTA remain responsible for the reservations and scheduling of the paratransit service?

a. Yes

68. Please describe any responsibilities of the contractor for the service eligibility process.

a. None

69. The RFP instructs proposers to “Disclose the total number and amount of claims paid by the proposer in the last three (3) years.” For what lines of insurance coverage does MTTA want this information (e.g. Workers Comp, General Liability, Automobile, etc.)? Also, would MTTA accept this information for the state of Oklahoma only, or is nationwide information required?

a. Oklahoma and Nationwide

70. Will the contractor need to have staff assigned within the call center to work in partnership with MTTA staff for scheduling/dispatching purposes?

a. No

71. Will the new software platform have the ability to co-mingle trips?

- a. Potentially
72. Please describe, including manufacturer product name and version number, the scheduling and dispatching products.
- a. Trapeze version 17 today. RideCo as of July 1<sup>st</sup> 2023.
73. Please describe any additional modules in place to supplement the scheduling and dispatching system. For example, tools for call management, complaint management, rider.
- a. No additional
74. Please indicate whether software products are hosted by the client, software manufacturer or if proposing firm would be required to provide hosting services.
- a. Software is hosted by the client/software manufacturer.
75. Is there a requirement for integration of tablets, signage, passenger counters with the new dispatch/scheduling system?
- a. None from the Contractor
76. Is there a minimum training hour requirement that MTTA would like bidders to plan for in their proposals?
- a. Proposers must clearly outline a training program to be approved by MTTA
77. Is the agency open to integration of TNC or tax providers? If yes, would the agency be open to limiting driver requirements such as random drug and alcohol testing, etc.?
- a. Not at this time
78. We understand First Transit is the parent company does this contract operate under a subsidiary name? If so, what is that name? Will the new contractor be required to acquire the existing subsidiary?
- a. First Transit is the Contractor and the service names are outlined in the RFP.
79. We understand that the contract will be awarded on February 28th, 2022, and the new contractor's official start is July 1st, 2022; when would the new contractor be given a notice to proceed for startup duties?
- a. TBD

80. Will the contractor be able to inspect the buses before the start date?
- a. Yes.
81. Can you confirm that all damage repairs caused by the contractor before the start date will be fixed and/or charged off to the previous contractor?
- a. Yes. A physical audit of the fleet will be conducted with the new contractor.
82. What information would you like provided in the proposal pricing form? Wages, fringes?
- a. We would like our price sheet filled out with hourly figures only. Be prepared to show what items make up that hourly wage.
83. Can a copy of the current organizational chart be provided that identifies titles, filled positions and number of vacancies?
- a. This information is not available at this time
84. Is the GM position the only new position the contractor is required to supply?
- a. Proposer's must provide their plan for all levels of employee's
85. Does the current contractor supply human resources on site?
- a. Completed from the corporate level
86. Does the current contractor supply safety personnel on site?
- a. Yes.
87. Does the current contractor provide a DBE, if so, what services does the DBE provide?
- a. The current contractor does not currently utilize a DBE.
88. Can the last three months of maintenance reports and preventative maintenance inspections be provided?
- a. These records may be provided to the selected contractor.
89. Are there any current COVID 19 restrictions or guidelines that need to be followed?
- a. No.

90. Can you provide the areas of service for micro-transit?
- a. That is still being evaluated.
91. Can you confirm the pilot service for micro-transit will begin on April 2nd, 2023?
- a. Confirmed.
92. Can you provide all the currently qualified trainers and supervisors and their resumes?
- a. MTTA doesn't have access to these requests
93. Does MTTA anticipate any services changes other than micro-transit in the next 2 years. This includes adding or deleting any services?
- a. MTTA is always looking at making our service better. We will communicate and changes to the contractor with enough time to make adjustments.
94. Can a copy of the current run-cut be provided?
- a. Not available at this time
95. Does Tulsa Transit currently provide non-emergency medical transportation services?
- a. No all passengers are certified for paratransit services
96. Can you provide an example of the accident report that must be turned into MTTA within 24 hours?
97. On page 11 of the RFP it states, "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. The 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"
1. Can you provide more information regarding all contractor's responsibilities for booking/scheduling for Micro-Transit services? Will the contractor need to provide personnel and scheduling software?
    - a. Dispatcher only
  2. Can a copy of a daily manifest be provided?

- a. Still implementing this process so this isn't available at this time.
106. Is the micro-transit service currently only provided on Sunday? Does the current contractor provide booking/scheduling for this service? If so, does the current contractor provide personnel and scheduling software?
- a. Pilot set to start in April. All other questions previously answered
107. Will MTTA provide a current list of MDTs before the contract term begins?
- a. Implantation will start after the contract award. Not available until then.
108. Will the contractor be required to provide personnel for fueling & cleaning vehicles? If so, how many are currently employed?
- a. Yes. Currently there are two (2).
109. Will the new contractor have access to the current employment files?
- a. If Current contractor agrees to this request
110. Will the new contractor have access to the current accident files?
- a. Yes
111. Will the contractor have access to the current training records for each employee?
- a. If Current contractor agrees to this request
112. Will the contractor have access to the current Drug and alcohol screening records?
- a. If Current contractor agrees to this request
113. Is a current vendor for employee uniforms or will the contractor have to provide this?
- a. Contractor will have to provide uniforms to their employee's
114. Can a copy of the current Service Continuity or Back-Up Plan be provided?
- a. Currently unavailable at this time
115. Does the contractor have to provide a drive-cam system or any additional video safety equipment?

- a. Contractor can propose however MTTA has all rights to approve or not.

116. What is the make of the 2-way radio system?

- a. Motorola

117. What is the current farebox system?

- a. Genfare. Mix of Odyssey and Fastfare

118. Who currently provides the worker's compensation, general liability, and auto liability coverages?

- a. Current contractor supplies this

119. Can you please provide the FEIN for MTTA and Tulsa Transit?

- a. The FEIN for MTTA dba Tulsa Transit is 73-0774255

120. Can you please provide a copy of the existing service provider's current certificate of insurance?

- a. That information can be requested through our current provider.

121. Can you please provide a summary of the annual payroll of the current provider for each of the last five years by employment classification (clerical/driver)?

- a. MTTA does not have access to the current provider's payroll records.

122. What percentage of employees receive benefits? Can a spreadsheet that outlines this information be provided?

- a. That information is not available to us at this time.

123. Percentage of fares paid by: Medicaid/Medicare \_\_\_\_, VA Benefits \_\_\_\_, Other Government Benefit \_\_\_\_, Passengers \_\_\_\_, Other \_\_\_\_, Explain

\_\_\_\_\_

- a. MTTA does not have access to this information.

124. Does Medicaid fund any of MTTAs requested services in the RFP, ADA Paratransit, Micro-Transit, and Other Option Transportation Services?

- a. No

125. Can you please provide the number of wheelchair transports in each of the last five years?

- a. Oct 2021-Oct 2022 = 17,283
- b. Oct 2020-Oct 2021 = 15,611
- c. Oct 2019-Oct 2020 = 16,064
- d. Oct 2018-Oct 2019 = 22,399

126. Does Tulsa Transit accept scooters? Number of annual trips for scooter passengers? Can the scooter be secured in transport vehicles?

- a. Yes, we transport scooters. It utilizes the same securing measures as an electric wheelchair. They are designated as wide wheelchairs in our current software system. We currently do not track scooter usage individually. Please see wheelchair information in question above.

127. How many vehicles are equipped with wheelchair tie-down mechanisms? 3-point tie-down \_\_\_\_\_ 4-point tie-down \_\_\_\_\_

- a. 42. All vehicles have 4 point securements.

128. Can you please provide the year, make, model, VIN, seating capacity, wheelchair accessible by unit and cost new of each vehicle.

- a. Current fleet list attached. Arboc vehicles have 11/3 seating capacity and Promaster have 8/2 capacity.

129. Can you please provide the % of trip to the following locations on average: Shopping Districts \_\_\_\_\_%, Daycare Centers \_\_\_\_\_%, Workplaces \_\_\_\_\_%, Psychiatric Centers \_\_\_\_\_%, Senior Centers \_\_\_\_\_%, Airport \_\_\_\_\_%, Schools \_\_\_\_\_%, Medical Apt \_\_\_\_\_%, Other \_\_\_\_\_%

- a. This information is not available at this time.

130. Can you provide a current copy of MTTA's fleet safety and maintenance program?

- a. Will be made available to selected contractor.

131. Can you provide a copy of the most recent asset management report that describes the current conditions of each of the vehicles to be provided to the contractor?

- a. See Attachment B Fleet List with Condition Rating for ADA Fleet

132. Do drivers take vehicles home with them at night?



a. No.

133. Can you please provide a copy of each driver's most recent MVR?

a. These are the current contractor's records. You would need to contact them.

134. Are any of the current drivers EMT trained? If so, how many?

a. Not required

135. Travel distance – Please provide the driving radius mileage as a % of trips; 0-50 \_\_\_\_\_, 51-200 \_\_\_\_\_, 200+ \_\_\_\_\_.

a. This information is not available at this time

136. Are passengers assisted in or out of vehicles?

a. Both

137. Will MTTA distribute any medical supplies or equipment during trips?

a. No

138. Are there any agreements with other transportation agencies/providers who assist MTTA in moving passengers? If so, please provide a copy of the agreements.

a. None

139. What is the current accident rate per 100,000 miles?

a. FY 2023 = 8.31 and FY 2022 = 4.24

140. Can you provide a summary of the damage work completed in dollars that MTTA Maintenance has provided to incumbent over the last five years?

a. We do not currently have a report that gives us that particular information.

141. Does the contractor have to supply an EEO plan?

a. Yes

142. Are there any on-going lawsuits between MTTA and the current or former contractor?

a. None

143. Are there any on-going lawsuits between the current contractor and former employees?

a. None

144. Are there any on-going lawsuits with the current contractor from accidents?

a. None

145. Please clarify that the EEOC report required in 15J is the EEO-1 Report

a. Confirmed

146. Page 28, 13. Vehicle Cleaning and Fueling: This section states "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." Based on the pricing sheet provided in Addendum 2, should proposers label and submit two versions of the pricing sheets (one for each scenario)?

a. Use as many copies of the price sheet as need to propose your service or service(s).

147. Due to the historic inflation over the prior year, our research shows that the starting wage in the CBA now falls below what is deemed as the Living Wage for the Tulsa area. Due to hiring challenges, would MTTA be open to including in this procurement a minimum wage that all bidders must meet or exceed the living wage.

a. This is something that will need to be negotiated between the winning contractor and MTTA at the appropriate time.

148. What is the exact source of funding?

a. Federal, State and Local funding sources..

149. Is MTTA open to using co-branded marketing?

a. That is topic for final negotiations, but you may include it in your proposal.

150. Will the Agency consider using the selected partner's form agreement?

a. Topic for final negotiations.

151. Please clarify if only the forms that have notary sections are to be notarized, or if all signatures must be notarized, including for example, a cover letter.

- a. Only forms with a notary section are to be notarized.

152. All requests to strike through and remove certain sections of the RFP are denied pending final negotiations of a contract with the winning proposal.

153. When would a new contractor be given a notice to proceed for startup duties?

- a. As soon as a contract can be agreed upon by both parties.

154. Please provide marked-up floor plans with IT Communication closets shown.

- a. A rough/general floor plan can be provided for each location

155. Can we co-locate network equipment in existing IT closets, or do we need to use separate areas?

- a. The answer is dependent on the equipment in question. At any rate it will need to be approved by MTTA IT Dept.

156. In case contractors would need to supplement the data lines, could MTTA please provide pictures of IT closets to determine if there is enough space to co-locate equipment?

- a. Pictures can be provided if necessary

157. What is the current bandwidth to the facility? Is there a backup circuit? Who is the ISP?

- a. 100/100 optical circuit. There is no backup circuit. The ISP is Cox.

158. Are interior walls cinder block or stud/sheetrock?

- a. It depends on the location. Most interior walls are stud framed. Exterior walls are cinder/concrete block.

159. Are phone recordings required?

- a. Yes

160. Is there a need for TDD/TTY?

- a. Yes.

161. Can an e-fax take the place of a paper fax?

- a. Unknown. Paperless methods are encouraged, but analog fax is also available.

162. Are there any existing exterior Wi-Fi access points in the parking lot/yard?

- a. Yes

163. Does the facility have Cat 6 wiring throughout?

- a. No, it is a mix of Cat 5/6.

**Paratransit Routes  
MONDAY**

<b>Run</b>	<b>Out</b>	<b>In</b>	<b>Hours</b>
101	5:00	9:00	4
102	5:00	9:00	4
103	5:00	9:00	4
104	5:00	9:00	4
105	5:00	9:00	4
106	6:00	10:00	4
108	6:00	10:00	4
109	6:00	10:00	4
110	6:00	13:00	7
111	6:00	13:00	7
112	6:00	13:00	7
113	6:00	14:00	8
114	6:00	14:00	8
115	6:00	14:00	8
116	7:00	14:00	7
117	7:00	14:00	7
118	7:00	14:00	7
121	11:00	17:00	6
122	11:00	17:00	6
123	11:00	17:00	6
124	11:00	18:00	7
126	12:00	19:00	7
127	12:00	19:00	7
128	14:00	18:00	4
129	14:00	18:00	4
130	14:00	18:00	4
131	14:00	18:00	4
132	14:00	18:00	4
133	14:00	18:00	4
134	15:00	21:00	6
135	14:00	21:00	7
138	6:00	10:00	4
139	11:00	17:00	6
<b>Total</b>			<b>184</b>

**Paratransit Routes  
Tuesday**

<b>Run</b>	<b>Out</b>	<b>In</b>	<b>Hours</b>
101	5:00	9:00	4
102	5:00	9:00	4
103	5:00	9:00	4
104	5:00	9:00	4
105	5:00	9:00	4
106	6:00	10:00	4
107	6:30	11:00	4.5
108	6:00	10:00	4
109	6:00	10:00	4
110	6:00	13:00	7
111	6:00	13:00	7
112	6:00	13:00	7
113	6:00	14:00	8
114	6:00	14:00	8
115	6:00	14:00	8
116	7:00	14:00	7
117	7:00	14:00	7
118	7:00	14:00	7
121	11:00	17:00	6
122	11:00	17:00	6
123	11:00	17:00	6
124	11:00	18:00	7
126	12:00	19:00	7
127	12:00	19:00	7
128	14:00	18:00	4
129	14:00	18:00	4
130	14:00	18:00	4
131	14:00	18:00	4
132	14:00	18:00	4
133	14:00	18:00	4
134	15:00	21:00	6
135	14:00	21:00	7
136	14:00	18:00	4
137	14:00	18:30	4.5
138	6:00	10:00	4
139	11:00	17:00	6

**Total**

**197**

**Paratransit Routes  
Wednesday**

<b>Run</b>	<b>Out</b>	<b>In</b>	<b>Hours</b>
101	5:00	9:00	4
102	5:00	9:00	4
103	5:00	9:00	4
104	5:00	9:00	4
105	5:00	9:00	4
106	6:00	10:00	4
107	6:30	11:00	4.5
108	6:00	10:00	4
109	6:00	10:00	4
110	6:00	13:00	7
111	6:00	13:00	7
112	6:00	13:00	7
113	6:00	14:00	8
114	6:00	14:00	8
115	6:00	14:00	8
116	7:00	14:00	7
117	7:00	14:00	7
118	7:00	14:00	7
121	11:00	17:00	6
122	11:00	17:00	6
123	11:00	17:00	6
124	11:00	18:00	7
126	12:00	19:00	7
127	12:00	19:00	7
128	14:00	18:00	4
129	14:00	18:00	4
130	14:00	18:00	4
131	14:00	18:00	4
132	14:00	18:00	4
133	14:00	18:00	4
134	15:00	21:00	6
135	14:00	21:00	7
136	14:00	18:00	4
137	14:00	18:30	4.5
138	6:00	10:00	4
139	11:00	17:00	6

**Total** **197**

Paratransit Routes  
Thursday

Run	Out	In	Hours
101	5:00	9:00	4
102	5:00	9:00	4
103	5:00	9:00	4
104	5:00	9:00	4
105	5:00	9:00	4
106	6:00	10:00	4
107	6:30	11:00	4.5
108	6:00	10:00	4
109	6:00	10:00	4
110	6:00	13:00	7
111	6:00	13:00	7
112	6:00	13:00	7
113	6:00	14:00	8
114	6:00	14:00	8
115	6:00	14:00	8
116	7:00	14:00	7
117	7:00	14:00	7
118	7:00	14:00	7
121	11:00	17:00	6
122	11:00	17:00	6
123	11:00	17:00	6
124	11:00	18:00	7
126	12:00	19:00	7
127	12:00	19:00	7
128	14:00	18:00	4
129	14:00	18:00	4
130	14:00	18:00	4
131	14:00	18:00	4
132	14:00	18:00	4
133	14:00	18:00	4
134	15:00	21:00	6
135	14:00	21:00	7
136	14:00	18:00	4
137	14:00	18:30	4.5
138	6:00	10:00	4
139	11:00	17:00	6

**Total** **197**



Paratransit Routes  
Friday

Run	Out	In	Hours
101	5:00	9:00	4
102	5:00	9:00	4
103	5:00	9:00	4
104	5:00	9:00	4
105	5:00	9:00	4
106	6:00	10:00	4
108	6:00	10:00	4
109	6:00	10:00	4
110	6:00	13:00	7
111	6:00	13:00	7
112	6:00	13:00	7
113	6:00	14:00	8
114	6:00	14:00	8
115	6:00	14:00	8
116	7:00	14:00	7
117	7:00	14:00	7
118	7:00	14:00	7
121	11:00	17:00	6
122	11:00	17:00	6
123	11:00	17:00	6
124	11:00	18:00	7
126	12:00	19:00	7
127	12:00	19:00	7
128	14:00	18:00	4
129	14:00	18:00	4
130	14:00	18:00	4
131	14:00	18:00	4
132	14:00	18:00	4
133	14:00	18:00	4
134	15:00	21:00	6
135	14:00	21:00	7
138	6:00	10:00	4
139	11:00	17:00	6

**Total**

**184**

**Paratransit Routes  
Saturday**

<b>Run</b>	<b>Out</b>	<b>In</b>	<b>Hours</b>
201	5:00	10:00	5
202	5:00	10:00	5
203	5:30	11:30	6
205	7:00	14:00	7
206	7:00	14:00	7
208	10:00	18:00	8
209	10:30	18:30	8
210	11:00	18:00	7
211	14:00	20:00	6
212	14:00	21:00	7
<b>Total</b>			<b>66</b>

**Exhibit 5 Contract Template  
PROPOSAL/PURCHASE AGREEMENT**

**THIS PURCHASE AGREEMENT** is between the **METROPOLITAN TULSA TRANSIT AUTHORITY**, a public trust located at 510 S. Rockford, Tulsa, Oklahoma, 74120 (“Tulsa Transit”) and:

**XYZ, LLC  
19300 S Hamilton Ave.  
Suite 120  
Gardenia, CA 90248  
(310)-436-3570**

**(Adaride.com, LLC is hereinafter referred to as “Seller” and/or “Contractor”).**

**WITNESSETH:**

WHEREAS, the Tulsa Transit has approved certain specifications and advertised for or solicited proposal on the following goods or services:

**Description of Goods and/or Services: ADA Assessment Services**

**Issued: January 30, 2020 as RFP 20-2015**

WHEREAS, Seller desires to provide such Goods and/or Services to Tulsa Transit and this document constitutes Seller’s offer to provide the Goods and/or Services specified below, and if executed by the Tulsa Transit’s CEO/General Manager or his/her designee as authorized by the Tulsa Transit Board of Trustees will become the Purchase Agreement for such Goods and/or Services.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. **Purchase and Sale.** Seller agrees to sell Tulsa Transit the Goods and/or Services described in the RFP and proposal submitted by Seller at the price and for the quantities stated therein. Payment shall not be made until after delivery of the Goods and/or Services to Tulsa Transit, Tulsa Transit’s acceptance thereof, and Seller’s submission and Tulsa Transit’s approval of a verified claim for the amount due. Tulsa Transit shall not pay any late charges or fees.

2. **Price.** During the period March 1, 2020 through February 28, 2023 of this agreement, Tulsa Transit shall pay a monthly minimum fee to the Seller in the amount of Seven Thousand Three Hundred Twenty Eight Dollars (\$7,328.00) or an annual fee of Eighty Seven Thousand Nine Hundred and Thirty Six Dollars (\$87,936.00). During option year one, which shall run for the period of March 1, 2023 to February 28, 2024 of this agreement Tulsa Transit shall pay a monthly minimum fee to the seller in the amount of Seven Thousand Seven Hundred and Sixty Seven Dollars (\$7,767.00) or an annual fee of Ninety Three Thousand Two Hundred and Four Dollars (\$93,204.00). During option year two,

which shall run for the period of March 1, 2024 to February 28, 2025 of this agreement Tulsa Transit shall pay a monthly minimum fee to the seller in the amount of Seven Thousand Seven Hundred and Sixty Seven Dollars (\$7,767.00) or an annual fee of Ninety Three Thousand Two Hundred and Four Dollars (\$93,204.00)).

3. **Irrevocable Offer.** Seller understands and acknowledges that its signature on this Agreement constitutes an irrevocable firm offer to provide the Goods and/or Services. There is no contract between the parties, however, unless and until Tulsa Transit's CEO/General Manager or his/her designee as authorized by the Tulsa Transit Board of Trustees signs this Agreement accepting Seller's Offer. No Tulsa Transit officer, employee or agent except the CEO/General Manager or his/her designee as authorized by the Tulsa Transit Board of Trustees has the authority to award contracts or legally obligate the Tulsa Transit to any contract. Any Goods and/or Services Seller provides to Tulsa Transit before this Agreement is executed by Tulsa Transit shall be at Seller's risk, and Tulsa Transit shall have no obligation to pay for any such Goods and/or Services provided before this Agreement is executed by Tulsa Transit.

4. **Documents Incorporated into the Agreement.** In addition to the terms set forth herein, the following described documents, which are attached hereto, are incorporated into the Agreement by reference:

- a. Tulsa Transit Request for Proposals for ADA Eligibility Assessment Services, including all amendments ("RFP")
- b. Cost Analysis (included in Board Agenda Item)
- c. Board Agenda Item

In the event of a conflict between the terms set forth herein and the terms in any of the documents described above, the terms set forth herein shall prevail. Terms in the RFP shall prevail over the Response, unless otherwise indicated in Section 3.

5. **Term.** Subject to the federally required termination clause set forth herein, The term of this agreement shall be effective March 1, 2020 and shall terminate February 28, 2023 with an additional two (2) one year options. Tulsa Transit may terminate the Agreement for any reason deemed appropriate by Tulsa Transit by mailing a notice of termination to Seller at least thirty (30) days in advance. Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by Tulsa Transit of the Goods and/or Services set forth in this Agreement is subject to Tulsa Transit's needs and to Tulsa Transit's annual appropriation of sufficient funds in Tulsa Transit's fiscal year (July 1st to June 30th) in which such Goods and/or Services are purchased. In the event Tulsa Transit does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by Tulsa Transit.

6. **Warranties.** The Seller agrees that the supplies and/or services furnished under this Purchase Order (i) are of merchandise quality and suitable for their intended use or purpose,

(ii) comply with any and all product descriptions or specifications referenced in this Agreement and the RFP, (iii) in a timely, skilled, workmanlike and proficient manner, be of the best quality of its respective kind, new, free from defects in workmanship, quality and design, sufficient and in conformity with the requirements, specifications, terms and conditions and fit for the intended uses and purposes set forth herein, in the RFP, Contractor's Proposal and (iv) are further covered by a warranty that the products shall be free from defects for either a minimum of one (1) year from the date of acceptance or installation by Tulsa Transit, whichever is later, or for such period beyond one (1) year as the Seller may provide in its offer and (iv) that said services will be performed in a timely, skilled, and proficient manner. The Seller further agrees that the rights and remedies provided herein are in addition to, and do not limit, any rights afforded to Tulsa Transit by any other provision of this Agreement or by law. In no event shall Seller be allowed to disclaim or otherwise limit the warranties set forth herein. All Services will be provided by persons that are skilled, experienced and possessing the necessary qualifications, education, licenses and permits to provide the Services in a workmanlike and professional manner in accordance with general recognized industry standards and in compliance with all applicable local, state and federal laws, rules, regulations and requirements. All Services provided shall be consistent and compliant with the RFP, including the Operating Requirements and Standards set forth in the RFP.

7. **Warranty Remedies.** Tulsa Transit shall notify Seller if any of the Goods and/or Services fail to meet the warranties set forth above, and Seller shall promptly correct, repair or replace the same at Seller's sole expense. Notwithstanding the foregoing, if such Goods and/or Services shall be determined by Tulsa Transit to be defective or non-conforming within the first thirty (30) days after the date of acceptance by Tulsa Transit, then Tulsa Transit at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Seller. Seller shall pay all expenses related to the return of such Goods to Seller.

8. **Inspection and Acceptance.** Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Seller. Notwithstanding any requirements for inspection and test by Tulsa Transit, the Seller shall perform or have performed the inspections and tests required to substantiate that the supplies, services, and construction provided under this Agreement conform to the drawings, specifications, and other requirements listed herein, including, if applicable the technical requirements for any manufacturers' part number specified herein.

9. **No Indemnification by Tulsa Transit.** Seller understands and acknowledges that Tulsa Transit is a public trust that is funded with public funds to operate for the benefit of the public. Accordingly, and pursuant to Oklahoma law, Tulsa Transit shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to Tulsa Transit for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. Tulsa Transit reserves the right to pursue all legal and equitable remedies to which it may be entitled.

10. **Indemnification by Seller.** Seller will defend, indemnify and hold harmless Tulsa Transit and all of its board members, officers, employees and agents from and against all liabilities, damages, losses, claims, fines and judgments, including all costs and expenses

incidental thereto which may be charged to or incurred by Tulsa Transit or any of its board members, officers, employees or agents by reason of any loss, damage or injury related in any way to this Agreement or arising out of or in connection with any goods, articles or services covered by this Agreement, including but not limited to, claims of patent, trademark and/or copyright infringement.

**11. No Insurance by Tulsa Transit.** If Tulsa Transit is leasing Goods herein, Tulsa Transit shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. Tulsa Transit is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).

**12. Insurance by Seller.** Seller warrants that it has adequate workers compensation insurance and robbery insurance covering all of its employees in accordance with the requirements of any applicable local, state or federal law. Tulsa Transit may require Seller to obtain other types of insurance in coverages and amounts acceptable to Tulsa Transit if Tulsa Transit determines in its sole and exclusive judgment that such insurance is necessary or expedient.

**13. Professional Liability Insurance.** If the Services include services insurable under professional liability coverages, professional liability insurance against loss, damage or injury resulting from errors and omissions by the Seller and by employees, agents and representatives of the Seller and of any subcontractor related to or arising out of the performance of Services by or on behalf of the Seller in minimum amounts of \$2,000,000 per occurrence.

**14. No Confidentiality.** Seller understands and acknowledges that Tulsa Transit is subject to the Oklahoma Open Records Act (51 O.S. §24.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with Tulsa Transit's compliance with its statutory requirements thereunder.

**15. Non-Responsive Proposals.** Seller understands and acknowledges that the addition to and/or modification of any documents contained in Tulsa Transit's Request for Proposal may also result in the rejection of Seller's proposal as non-responsive. Furthermore, if Tulsa Transit accepts Seller's Offer and awards a contract herein, Tulsa Transit shall not be bound to any exceptions, changes or additions made by Seller. Any terms and conditions added by Seller and any modification of the terms set forth herein will be void and of no force and effect.

**16. Compliance with Laws.** During the performance of this Agreement the Seller agrees that it will afford equal opportunity to all employees and applicants for employment without regard to race, color, religion, sex, disability, or national origin. The Seller agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the Seller's commitment to the requirements of this provision. Seller also shall take the necessary actions to ensure its facilities and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Seller also shall be responsible for complying with any other applicable federal, state, and local laws. Seller is solely responsible for any costs of compliance with any law.

17. **Federal, State, and Local Taxes.** Tulsa Transit is exempt from state and local sales and use taxes, and any such taxes included on any invoice or voucher received from Seller by Tulsa Transit shall be deducted from the amount of the Seller's invoice or voucher for purposes of payment.

18. **Termination.** Tulsa Transit, upon written notice, may immediately terminate this Agreement, in whole or in part for any reason. If this Agreement is so terminated, Tulsa Transit shall be liable only for payment for Goods accepted and Services rendered prior to the effective date of termination.

19. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Goods and/or Services provided hereunder are subject to inspection, examination, and copying by Tulsa Transit or its designees. Seller is required to retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

20. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.

21. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. Tulsa Transit will not agree to binding arbitration of any disputes.

22. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.

23. **Relationship of Parties.** The relationship of Seller to Tulsa Transit is strictly that of a seller to an arm's length purchaser of goods and services. Neither the Seller nor Seller's agents and employees are agents or employees of Tulsa Transit. Furthermore, no agent or employee of Seller shall be construed to be a loaned servant of Tulsa Transit or a jointly employed employee or agent of Seller and Tulsa Transit. Tulsa Transit has no responsibility or right to hire, fire or supervise any of Seller's employees and agents.

24. **Time is of the Essence.** Time and rate of deliveries or performance of services are of the essence of this Agreement. Seller's failure to deliver goods or perform services at the time and rate specified shall be the basis for rejection and default termination by Tulsa

Transit.

25. **Miscellaneous.** If any provision of this Agreement is declared unlawful or unenforceable by any final administrative, legislative or judicial action, this agreement shall be deemed to be amended to conform with the requirements of such action and all other provisions shall remain in full force and effect. This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise. This Agreement may only be modified or amended in writing and signed by both parties. Seller may not assign this Agreement without Tulsa Transit's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.

25. **Authority of Signatories.** The undersigned individual states that s/he has authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement and its incorporated documents and Seller's Offer.

**SECTION II – FEDERAL REQUIREMENTS**  
**The following terms and conditions apply to this Contract:**

**1. 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) To the extent MTTA 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 MTTA, 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) To the extent MTTA has entered 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, Contractor agrees to provide MTTA, the 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 Contractor 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, MTTA, 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.

## **2. 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.

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

No Obligation by the Federal Government.

(1) MTTA 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 MTTA, 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 subcontractor who will be subject to its provisions.

## **4. 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 subcontractor who will be subject to the provisions.

## **5. 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.

(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.

## **6. BREACHES AND DISPUTE RESOLUTION**

### **49 CFR Part 18**

### **FTA Circular 4220.1F**

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

## **7. 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 subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Contractor 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 subcontractors 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 may not hold retainage from its subcontractors. The prime contractor agrees further to return any retainage payments to each subcontractor within 20 days after the subcontractor's work is satisfactorily completed. Should payment not be rendered in a timely manner, MTTA shall hold an informal hearing, where the contractor and subcontractor, meet with representatives from MTTA. After hearing from both parties, a decision will be rendered within five days, detailing the consequences/sanctions, which shall be consistent with the non-compliant issue, which could, if warranted, include termination for default or convenience. The contractor officer shall work with the DBELO and Administrator of Grants and Procurement, and other representatives as necessary. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of MTTA. This clause applies to both DBE and non-DBE subcontracts.

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

## **8. 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 4220.1E, 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.

## **9. 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.

## **10. 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 MTTA and understands and agrees that MTTA 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.

## **11. RECYCLED PRODUCTS**

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.

## **12. 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.]

Proposer 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 COTPA, 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.

## **13. 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.

## **14. CLEAN AIR**

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

(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 MTTA and understands and agrees that MTTA 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.

**15. TERMINATION**  
**49 U.S.C. Part 18     FTA Circular 4220.1F**

a. Termination for Convenience (General Provision) MTTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in MTTA'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 MTTA to be paid the Contractor. If the Contractor has any property in its possession belonging to MTTA, the Contractor will account for the same, and dispose of it in the manner the MTTA directs.

b. Termination for Default, Breach or Cause. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, MTTA may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by MTTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, MTTA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure. MTTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 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 MTTA'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 MTTA setting forth the nature of said breach or default, MTTA 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 MTTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that MTTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by MTTA shall not limit MTTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

MTTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in MTTA's best interest as determined by MTTA. 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 MTTA to be paid the Contractor. If the Contractor has any property in its possession belonging to MTTA, the Contractor will account for the same, and dispose of it in the

manner MTTA directs.

**IMPORTANT NOTE:** This document must be signed by the proper person as set forth in Instructions, Terms and Conditions for Proposals, paragraph 4.



IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below to be effective during the period recited above.

Company Name: \_\_\_\_\_

By: (Sign Here) \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
[Please Print] Company Address                      City                      State      Zip Code

\_\_\_\_\_  
Telephone Number                      Fax Number                      Email Address

**METROPLITAN TULSA TRANSIT AUTHORITY**

By: (Sign Here) \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

510 S. Rockford      Tulsa, OK      74120

**APPROVED:**

Attorney: \_\_\_\_\_

Date: \_\_\_\_\_

### Attachment B Fleet List with Condition Rating for ADA Fleet

Equipment ID	Equipment Description	Life Total Meter1	Condition Rating	Actual In Ser	Estimated F	Serial Number
L1402	ARBOC CHEVY 4500	225,160	2 POOR	2/23/2015	2,021	1GB6G5BGXE1195687
L1403	ARBOC CHEVY 4500	231,157	2 POOR	2/24/2015	2,021	1GB6G5BGXE1195561
L1404	ARBOC CHEVY 4500	254,040	2 POOR	3/16/2015	2,021	1GB6G5BG9E1200989
L1405	ARBOC CHEVY 4500	254,426	2 POOR	3/16/2015	2,021	1GB6G5BG8E1200157
L1406	ARBOC CHEVY 4500	228,218	2 POOR	3/30/2015	2,021	1GB6G5BG7E1202076
L1407	ARBOC CHEVY 4500	122,071	2 POOR	3/11/2015	2,021	1GB6G5BG8E1201566
L1603	ARBOC CHEVY 4500	219,724	3 Moderate	9/20/2016	2,023	1GB6GUBG6G1255459
L1604	ARBOC CHEVY 4500	242,297	3 Moderate	9/20/2016	2,023	1GB6GUBG8G1256077
L1605	ARBOC CHEVY 4500	243,697	3 Moderate	9/20/2016	2,023	1GB6GUBG6G1254828
L1606	ARBOC CHEVY 4500	197,983	3 Moderate	11/1/2016	2,023	1GB6GUBG7G1283867
L1607	ARBOC CHEVY 4500	205,833	3 Moderate	11/1/2016	2,023	1GB6GUBG2G1283131
L1608	ARBOC CHEVY 4500	208,945	3 Moderate	11/1/2016	2,023	1GB6GUBG2G1282724
L1609	ARBOC CHEVY 4500	194,725	3 Moderate	11/1/2016	2,023	1GB6GUBG0G1281801
L1610	ARBOC CHEVY 4500	196,731	3 Moderate	11/1/2016	2,023	1GB6GUBG6G1283861
L1611	ARBOC CHEVY 4500	216,603	3 Moderate	11/1/2016	2,023	1GB6GUBG7G1279205
L1612	ARBOC CHEVY 4500	177,915	3 Moderate	11/29/2016	2,023	1GB6GUBG0G1280678
L1613	ARBOC CHEVY 4500	188,900	3 Moderate	11/1/2016	2,023	1GB6GUBG0G1283516
L1614	ARBOC CHEVY 4500	157,660	3 Moderate	11/1/2016	2,023	1GB6GUBG0G1282415
L1710	ARBOC CHEVY 4500	189,451	3 Moderate	7/2/2017	2,024	1GB6GUBG7H1183382
L1711	ARBOC CHEVY 4500	150,049	3 Moderate	7/2/2017	2,024	1GB6GUBG1H1197293
L1712	ARBOC CHEVY 4500	198,107	3 Moderate	7/9/2017	2,024	1GB6GUBG5H1183509
L1713	ARBOC CHEVY 4500	230,425	3 Moderate	7/9/2017	2,024	1GB6GUBG2H1195648
L1801	CHEVY ARBOC PARATRANSIT BUS	201,843	4 Good	2/16/2018	2,025	1HA6GUBG9HN002654
L1802	CHEVY ARBOC PARATRANSIT BUS	201,090	4 Good	3/2/2018	2,025	1HA6GUBG9HN002444
L1803	CHEVY ARBOC PARATRANSIT BUS	166,765	4 Good	2/28/2018	2,025	1HA6GUBG5HN002330
L1804	CHEVY ARBOC PARATRANSIT BUS	195,388	4 Good	2/28/2018	2,025	1HA6GUBGXHN002405
L1805	CHEVY ARBOC PARATRANSIT BUS	190,017	4 Good	2/28/2018	2,025	1HA6GUBG2HN002625
L1806	CHEVY ARBOC PARATRANSIT BUS	202,777	4 Good	2/28/2018	2,025	1HA6GUBG5HN002487
L1807	CHEVY ARBOC PARATRANSIT BUS	192,281	4 Good	2/28/2018	2,025	1HA6GUBG6HN002367
L1808	CHEVY ARBOC PARATRANSIT BUS	171,608	4 Good	2/28/2018	2,025	1HA6GUBG9HN002377
L1809	CHEVY ARBOC PARATRANSIT BUS	149,311	4 Good	3/7/2018	2,025	1HA6GUBG8HN002547
L1901	Dodge Promaster	106,933	4 Good	1/11/2019	2,026	3C7WRVUG0JE141831
L1902	Dodge Promaster	89,510	4 Good	1/11/2019	2,026	3C7WRVUG8JE141835
L1903	Dodge Promaster	84,593	4 Good	1/11/2019	2,026	3C7WRVUG3JE134243
L1904	Dodge Promaster	82,569	4 Good	1/11/2019	2,026	3C7WRVUGXJE141836
L1905	Dodge Promaster	92,566	4 Good	1/11/2019	2,026	3C7WRVUG2JE141832
L1906	Dodge Promaster	96,318	4 Good	1/11/2019	2,026	3C7WRVUG4JE141833
L1907	Dodge Promaster	94,501	4 Good	1/11/2019	2,026	3C7WRVUG6JE141834
L1908	Dodge Promaster	89,494	4 Good	1/11/2019	2,026	3C7WRVUG2JE141829
L1911	Dodge Promaster	102,424	4 Good	1/11/2019	2,026	3C7WRVUG3JE142701