



**REQUEST FOR PROPOSALS  
TO PROVIDE FIFTEEN (15)  
PASSENGER SHELTERS, WITH  
AN OPTION FOR UP TO  
TEN (10) ADDITIONAL**

**INTRODUCTION**

The Metropolitan Tulsa Transit Authority (MTTA) is requesting proposals from qualified firms to provide the manufacturing of up to fifteen (15) passenger shelters as described below, with an option to purchase additional shelters.

**SPECIFICATIONS**

Below are the specifications for the shelters MTTA will purchase. It should be noted that since this is a request for proposal (RFP), proposers are afforded the opportunity to offer alternative specifications to what is provided. What is provided is to be viewed as a guide, but not the strict, “only” way that the proposed shelter can be configured. However, the proposer should note the differences between the shelter specification provided and the proposer’s shelter. And, variations will be considered during the evaluation criteria.

- Roof dimensions: 8’ 7 3/8” x 4’ 8”W
- Height: 7’ 3” to bottom of roof perimeter
- 8’ 2 3/16” overall height
- The roof design shall feature two circular shapes running horizontally. One serving as a rain gutter, the other housing electrical wiring.
- The one-piece roof perimeter shall be welded from four lengths of aluminum extrusion, no snap together corners that can be vandalized.
- The roof panel material shall be 1/4” white translucent Lexan Thermoclear acrylic panels allowing approximately 50% light transmission while completely blocking ultra violet and infra-red rays. Lexan panels are to be secured with flat bars and rubber gaskets, attached by Tek screws. No silicone sealer shall be required
- Two roof beams shall be welded to the roof perimeter for placement of the supporting legs. These beams shall also house the overhead security lighting. Roof beams shall be pre-drilled to facilitate field installation.
- Two 3” diameter schedule 40 posts shall support the roof at the end of the structure opposite the advertising kiosk. Adjustable shoes shall allow for up to 12” grade variation.
- The flat back-to-back advertising kiosk shall feature 3/16” clear tempered safety glass panels in the two side-hinged display doors. Doors are to be secured with tamper-proof fasteners.
- The advertising kiosk shall support a poster size of 48” x 68 3/4” with a viewable display area of 45 1/2” x 66 3/4”
- The rear wall shall be perforated metal panel 73”H x 85” W in a steel frames at the rear wall is constructed from 16 ga galvanized steel sheets with 1/4” diameter holes on 3/8” centers and

attached to square steel tube frames with drive rivets. Walls shall be supported with stainless steel assemblies, which anchor to the concrete pad or sidewalk.

- 1" x 1" powder coated aluminum angle, secured to the exterior rear wall framing with Tek screws, shall be used to hold removable 1/8" clear acrylic panels to the rear wall.
- Framed 3/8" clear acrylic shall be secured between the shelter end legs.
- 4' Aluminum bench with one anti vagrant bar, no back, secured to the mounting surface with zinc anchors is to including in the shelter
- All materials are to be top quality - use only ASTM A-36 grade 3" schedule 40 pipe for structural steel members and 6063-T6 grade aluminum extrusion with a minimum thickness of 1/8 inch or better.
- Steel welding shall conform to American welding society standard D1. 1-80. Electrodes conform to ASTM A233, class E70XX. All aluminum components are welded in accordance with AWS D1.2 All welding is to be performed by certified welders.
- All of the structure's metal surfaces shall feature a durable baked polyester powder coat finish, 4-5 ml thick. The powder coating process produces no volatile organic compounds (VOCs). Powder coat finish was created for durability in outdoor use and to withstand graffiti removal solvents. Tulsa Transit standard finish is RAL 6005 Moss Green.
- NEC Article 690 compliant solar lighting unit, providing six hours of lighting in the flat back to back advertising kiosk after dusk and a dusk to dawn LED illumination lamp in the roof, 160 watt collector secured to the dome crest at roof ribs, clear door diffusers, diffuser clips, all metal components powder coated to match the shelter.
- Solar lighting shall be geographically sized using Nsol computer software, have a five to seven day minimum battery reserve, Max-Lite reflector kit and 44W lamp illumination, uniform illumination, be pre-assembled with minimal field assembly required, and a minimum two year warranty.
- Shelter shall be constructed of modular, interchangeable components to allow for ease of installation and parts replacement.
- Shelters are to be shipped knock-down (k.d.) for ease of handling and installation. This also allows of easy site adaptation.
- The shelter is to be supplied with all hardware and ground anchors necessary for site installation.
- All detail shop drawings, details of materials, fabrication, assembly and framing details, erection drawings, parts list and field installation instructions are to be included.
- Shelter framework, wall and roof paneling, equipment and related hardware shall be furnished by a manufacturer regularly engaged in the manufacturing of such products for a minimum of 10 years and shall be of premium grade materials, construction and finish.
- All product shall carry a minimum one-year warranty.

Submittals to include with this RFP include:

- Shop drawings and documentation that indicate wall and roof panels, details of materials, fabrication and assembly, framing profiles, fastener types and locations, flashing and seal details.
- Erection drawings providing instruction, erection drawings and method to allow field installation or repair of shelter.
- Engineering calculations and drawings, stamped and sealed by an engineer licensed in the state in which the shelters are to be installed (Oklahoma).
- Data for wall and roof panels including manufacturer's literature.

## SCOPE OF WORK

1. Provide the manufacturing and materials necessary for the shelters as specified.

### OPTION SHELTERS

Tulsa Transit reserves the right to purchase up to an additional ten shelters. This option may be exercised either at the time of the award, the time between the award and the delivery of shelters, or up to six months after delivery of the final shelter from the original contract award.

In addition, Tulsa Transit may purchase as an option up to three shelters as specified below:

10' x 13' smoking shelter featuring a hip roof, 1/8" aluminum roof panels, 3/8" clear tempered safety glass panels at the rear, full end and 2/3 front wall - set in individual powder coated aluminum frames and supported by adjustable stainless steel support assemblies, all aluminum construction, baked painted finish chosen from the standard RAL color chart, LED solar lighting providing dusk to dawn illumination, solar is article 690 compliant and is sized with a 5 day battery back up, adjustable leveling shoes, stainless steel anchors and all installation hardware. Shelter shall include seating for a minimum of six individuals.

### PROPOSAL CONTENTS

The proposal submitted must not exceed twenty (20) pages in length. In addition to addressing the scope of work mentioned above, the contractor should include adequate information addressing the evaluation criteria mentioned below.

One original and four copies of your proposal must be received at the MTTA office by 2:00 P.M., March 18, 2010. The MTTA street address is 510 South Rockford, Tulsa, Oklahoma 74120. Proposals received after the deadline will be returned to the proposer unopened.

### EVALUATION CRITERIA

Proposals received by MTTA by the submission deadline shall be evaluated by the following criteria (the weight of each is noted).

1. Proposed costs to provide the shelters, as well as lead time and delivery.  
Weight = 40%
2. The shelter design recommendations provided to MTTA by proposer.  
Weight = 40%
3. Past performance on contracts of this nature including review of specific references.  
Weight = 20%

### ANTICIPATED SCHEDULE

The anticipated schedule of events is as follows:

RFP Advertised

February 15, 2010

RFP Due Date

March 18, 2010

Evaluation of RFP's by Evaluation Committee

March 24-25, 2010

Board of Trustees Approval of Contract

March 30, 2009

SUBMISSION OF PROPOSALS

All sealed proposals must be sent to:

Robyn Hitt

Metropolitan Tulsa Transit Authority

P.O. Box 52488      510 S. Rockford

Tulsa, OK 74152      Tulsa, OK 74120

RE: Passenger Shelters

**Cost Proposal Form  
For Passenger Shelters**

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

Name and  
Title: \_\_\_\_\_

**Base Price**

	Per Unit Cost	Total Cost
Cost for 15 shelters:	\$ _____	\$ _____

Proposed date of Delivery: \_\_\_\_\_

Shipping Costs (if not already included in the shelter cost): \_\_\_\_\_

**Options to be exercised at the time of contract award**

Cost for up 0-15 shelters:	\$ _____	\$ _____
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Cost for up to 3 smoking Shelters	\$ _____	\$ _____
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Proposed date of Delivery: \_\_\_\_\_

Shipping Costs (if not already included in the shelter cost): \_\_\_\_\_

**Options to be exercised after contract award and before delivery of shelters**

	Per Unit Cost	Total Cost
Cost for 0-15 shelters:	\$ _____	\$ _____
Cost for up to 3 smoking Shelters	\$ _____	\$ _____
Proposed date of Delivery:	_____	
Shipping Costs (if not already included in the shelter cost):	_____	

**Options to be exercised within six months of delivery of the final shelter from the base order**

Cost for 0-15 shelters:	\$ _____	\$ _____
Cost for up to 3 smoking Shelters	\$ _____	\$ _____
Proposed date of Delivery:	_____	
Shipping Costs (if not already included in the shelter cost):	_____	

**General Provisions**

**1. BUY AMERICA REQUIREMENTS**

49 U.S.C. 5323(j)  
**49 CFR Part 661**

**Applicability to Contracts**

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

**Flow Down**

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$100,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

**Mandatory Clause/Language**

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

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date \_\_\_\_\_

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

Certification requirement for procurement of buses, other rolling stock and associated equipment.

*Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date \_\_\_\_\_

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

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**2. ENERGY CONSERVATION REQUIREMENTS**

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

**Applicability to Contracts**

The Energy Conservation requirements are applicable to all contracts.

**Flow Down**

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

**Model Clause/Language**

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA.

**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.

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**3. CLEAN WATER REQUIREMENTS**

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

**Applicability to Contracts**

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

**Flow Down**

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

**Model Clause/Language**

While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements.

**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.

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#### **4. LOBBYING**

**31 U.S.C. 1352**

**49 CFR Part 19**

**49 CFR Part 20**

##### **Applicability to Contracts**

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

##### **Flow Down**

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

##### **Mandatory Clause/Language**

- Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A. Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.* ] - Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d) - Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A. Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995. - Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

##### **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. § 1601, *et seq.*]**

- Contractors who apply or bid 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 agency, 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. APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements (*To be submitted with each bid or offer exceeding \$100,000*) The undersigned [Contractor] 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 agency, 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 agency, 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. 1413 (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. 1601, *et seq.*)] (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction



## Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u> a. Contracts below SAT (\$100,000) b. Contracts above \$100,000/Capital Projects	None  None unless <sup>1</sup> non-competitive award	Those imposed on state pass thru to Contractor	None Yes, if non-competitive award or if funded thru <sup>2</sup> 5307/5309/5311	None None unless non-competitive award	None None unless non-competitive award	None None unless non-competitive award
<u>II Non State Grantees</u> a. Contracts below SAT (\$100,000) b. Contracts above \$100,000/Capital Projects	Yes <sup>3</sup> Yes <sup>3</sup>	Those imposed on non-state Grantee pass thru to Contractor	Yes Yes	Yes Yes	Yes Yes	Yes Yes

Sources of Authority: <sup>1</sup> 49 USC 5325 (a) <sup>2</sup> 49 CFR 633.17 <sup>3</sup> 18 CFR 18.36 (i)

### 6. FEDERAL CHANGES

#### 49 CFR Part 18

##### Applicability to Contracts

The Federal Changes requirement applies to all contracts.

##### Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

##### Model Clause/Language

No specific language is mandated. The following language has been developed by FTA.

**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 Agreement (Form FTA MA (6) dated October, 1999) 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.

### 7. CLEAN AIR

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

**Applicability to Contracts**

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

**Flow Down**

The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

**Model Clauses/Language**

No specific language is required. FTA has proposed the following language.

**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.

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**8. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

**Applicability to Contracts**

Applicable to all contracts.

**Flow Down**

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

**Model Clause/Language**

While no specific language is required, FTA has developed the following language.

**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 subcontractor who will be subject to its provisions.

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**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

**Applicability to Contracts**

These requirements are applicable to all contracts.

**Flow Down**

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

**Model Clause/Language**

These requirements have no specified language, so FTA proffers the following language.

**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.

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## **10. TERMINATION**

### **49 U.S.C. Part 18**

#### **FTA Circular 4220.1F** (also see [Change 1](#))

##### **Applicability to Contracts**

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

##### **Flow Down**

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

##### **Model Clause/Language**

FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

- a. Termination for Convenience (General Provision)** The Metropolitan Tulsa Transit Authority 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 Metropolitan Tulsa Transit Authority to be paid the Contractor. If the Contractor has any property in its possession belonging to the Metropolitan Tulsa Transit Authority, the Contractor will account for the same, and dispose of it in the manner the Metropolitan Tulsa Transit Authority directs.
- b. Termination for Default [Breach or Cause] (General Provision)** 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, the Metropolitan Tulsa Transit Authority 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 the Metropolitan Tulsa Transit Authority 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, the Metropolitan Tulsa Transit Authority, 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 (General Provision)** The Metropolitan Tulsa Transit Authority 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 Metropolitan Tulsa Transit Authority's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from Metropolitan Tulsa Transit Authority setting forth the nature of said breach or default, Metropolitan Tulsa Transit Authority 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 Metropolitan Tulsa Transit Authority 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 Metropolitan Tulsa Transit Authority elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Metropolitan Tulsa Transit Authority shall not limit Metropolitan Tulsa Transit Authority's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**e. Termination for Convenience (Professional or Transit Service Contracts)** The Metropolitan Tulsa Transit Authority, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

**f. 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 Metropolitan Tulsa Transit Authority may terminate this contract for default. The Metropolitan Tulsa Transit Authority 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.

**g. Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery 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 Metropolitan Tulsa Transit Authority may terminate this contract for default. The Metropolitan Tulsa Transit Authority shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the Metropolitan Tulsa Transit Authority, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and Metropolitan Tulsa Transit Authority shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. 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 Metropolitan Tulsa Transit Authority.

**h. Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the Metropolitan Tulsa Transit Authority may terminate this contract for default. The Metropolitan Tulsa Transit Authority shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work. The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if- 1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. the contractor, within [10] days from the beginning of any delay, notifies the Metropolitan Tulsa Transit Authority in writing of the causes of delay. If in the judgment of the Metropolitan Tulsa Transit Authority, the delay is excusable, the time for completing the work shall be extended. The judgment of the Metropolitan Tulsa Transit Authority shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

**i. Termination for Convenience or Default (Architect and Engineering)** The Metropolitan Tulsa Transit Authority may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Metropolitan Tulsa Transit Authority shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs

otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient. 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.

**j. Termination for Convenience of Default (Cost-Type Contracts)** The Metropolitan Tulsa Transit Authority may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the Metropolitan Tulsa Transit Authority or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Metropolitan Tulsa Transit Authority, or property supplied to the Contractor by the Metropolitan Tulsa Transit Authority. If the termination is for default, the Metropolitan Tulsa Transit Authority may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Metropolitan Tulsa Transit Authority and the parties shall negotiate the termination settlement to be paid the Contractor. If the termination is for the convenience of the Metropolitan Tulsa Transit Authority, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the Metropolitan Tulsa Transit Authority determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the Metropolitan Tulsa Transit Authority, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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

### **49 CFR Part 29 Executive Order 12549**

#### **Applicability to Contracts**

Executive Order 12549, as implemented by 49 CFR Part 29, prohibits FTA recipients and sub-recipients from contracting for goods and services from organizations that have been suspended or debarred from receiving Federally-assisted contracts. As part of their applications each year, recipients are required to submit a certification to the effect that they will not enter into contracts over \$100,000 with suspended or debarred contractors and that they will require their contractors (and their subcontractors) to make the same certification to them.

#### **Flow Down**

Contractors are required to pass this requirement on to subcontractors seeking subcontracts over \$100,000. Thus, the terms "lower tier covered participant" and "lower tier covered transaction" include both contractors and subcontractors and contracts and subcontracts over \$100,000.

#### **Model Clause/Language**

(Instructions) The certification and instruction language is contained at 29 CFR Part 29, Appendix B, and must be included in IFB's and RFP's [for inclusion by contractors in their bids or proposals] for all contracts over \$100,000, regardless of the type of contract to be awarded.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters** - Lower Tier Covered Transactions (Third Party Contracts over \$100,000).

#### **Instructions for Certification**

1. **By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below** . 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Metropolitan Tulsa Transit Authority may pursue available remedies, including suspension and/or debarment. 3. The prospective lower tier participant shall provide immediate written notice to Metropolitan Tulsa Transit Authority if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 4. The terms "covered transaction," "debarred," "suspended,"

"ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact Metropolitan Tulsa Transit Authority for assistance in obtaining a copy of those regulations. 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by Metropolitan Tulsa Transit Authority. 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration. 8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, Metropolitan Tulsa Transit Authority may pursue available remedies including suspension and/or debarment.

**"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"**

(1) The prospective lower tier participant 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. (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**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.

**Applicability to Contracts**

The Civil Rights Requirements apply to all contracts.

**Flow Down**

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

**Model Clause/Language**

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shorten the lengthy text.

**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.

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### **13. BREACHES AND DISPUTE RESOLUTION**

#### **49 CFR Part 18**

#### **FTA Circular 4220.1F (also see [Change 1](#))**

#### **Applicability to Contracts**

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

#### **Flow Down**

The Breaches and Dispute Resolutions requirements flow down to all tiers.

#### **Model Clauses/Language**

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

**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 Metropolitan Tulsa Transit Authority's [title of employee]. 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 [title of employee]. 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 [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by Metropolitan Tulsa Transit Authority, 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 Metropolitan Tulsa Transit Authority 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 Metropolitan Tulsa Transit Authority 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 Metropolitan Tulsa Transit Authority, (Architect) 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.

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

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

This section is being developed to reflect the new rule in 49 CFR Part 26.

##### **Applicability to Contracts**

The incorporation of FTA terms applies to all contracts.

##### **Flow Down**

The incorporation of FTA terms has unlimited flow down.

**Disadvantaged Business Enterprise (DBE)** - The contractor, sub-recipient, or subcontractor 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 DOT assisted contracts. 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 the recipient deems appropriate.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from Tulsa Transit. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Tulsa Transit. This clause applies to both DBE and non-DBE subcontracts.

By submitting a Proposal, a Proposer is deemed to have made the foregoing assurance and to be bound by these terms.

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#### **15. STATE AND LOCAL LAW DISCLAIMER**

##### **Applicability to Contracts**

This disclaimer applies to all contracts.

##### **Flow Down**

The Disclaimer has unlimited flow down.

##### **Model Clause/Language**

FTA has developed the following language.

**State and Local Law Disclaimer** - The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.

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

##### **FTA Circular 4220.1F (also see [Change 1](#))**

##### **Applicability to Contracts**

The incorporation of FTA terms applies to all contracts.

##### **Flow Down**

The incorporation of FTA terms has unlimited flow down.

##### **Model Clause/Language**

FTA has developed the following incorporation of terms language:

**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 [FTA Circular 4220.1F](#) (also see [Change 1](#)), dated November 1, 2008, 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.

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I,

Attachment "1"

CERTIFICATION  
OF  
DISADVANTAGED BUSINESS ENTERPRISE (DBE)

I, \_\_\_\_\_, (Typed Name and Title of Authorized Official)

certify that \_\_\_\_\_ (Name of Proposing Company)

is in compliance with the U.S. Department of Transportation's requirements (Title 49, Part 23 of the Code of Federal Regulations, dated July 21, 1983) entitled "Minority Business Enterprise in Department of Transportation Programs".

NOTE: As a condition of being authorized to propose, the Department of Transportation requires vehicle manufactures to submit for the FTA Administrator's approval and annual percentage overall goal for minority business participation. Failure to comply will make your proposal nonresponsive.

Attached is evidence of FTA approval of annual goal.

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

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Title

Attachment #2

**CERTIFICATION OF PRIMARY PARTICIPANT  
REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant \_\_\_\_\_, certifies to the best of its knowledge and belief, that it an its principles:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
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 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 indicated for or otherwise criminally or civil 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 primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT \_\_\_\_\_, 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 THERETO.

\_\_\_\_\_  
Signature and Title of Authorized Official

The undersigned chief legal counsel for the \_\_\_\_\_ hereby certifies that the \_\_\_\_\_ has the authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

\_\_\_\_\_  
Signature and Applicant's Attorney

\_\_\_\_\_  
Date

Attachment #3

**CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING  
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Lower Tier Participant \_\_\_\_\_, certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower Tier Participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT \_\_\_\_\_, 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 THERETO.

\_\_\_\_\_  
Signature and Title of Authorized Official

The undersigned chief legal counsel for the \_\_\_\_\_ hereby certifies that the \_\_\_\_\_ has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

\_\_\_\_\_  
Signature of Applicant's Attorney

\_\_\_\_\_  
Date

**AFFIDAVIT  
CERTIFICATION OF ELIGIBILITY**

"The undersigned swears that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of \_\_\_\_\_ (Name of Firm) as well as the ownership thereof. Further, the undersigned agrees to provide through the prime contractor or, if no prime, directly to the Metropolitan Tulsa Transit Authority, complete and accurate information regarding actual work performed on the project, the payment therefore and any proposed changes, if any, of the foregoing arrangements and to permit the audit and examination of books, records and files of the named firm. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal and State laws concerning false statements." NOTE: If, after filing this Schedule A and before the work of this firm is completed on the contract covered by this regulation, there is any significant change in the information submitted, you must inform Tulsa Transit of the change through the prime contractor, if no prime contractor, inform Tulsa Transit directly.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Corporate Seal (where appropriate)

\_\_\_\_\_  
Date

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he/she was properly authorized by \_\_\_\_\_ (Name of firm) to execute the affidavit and did so as his/her free act and deed.

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

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

**CERTIFICATION  
OF  
RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, hereby certify on  
(name and title of grantee official)

behalf of \_\_\_\_\_ that:  
(name of grantee)

(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 any agency, 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 influencing or attempting to influence an officer or employee of any agency, 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 section 1352, title 31, U.S. Code. 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.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_  
(signature of authorized official)

\_\_\_\_\_  
(title of authorized official)

**BUY AMERICA PROVISION**

This procurement is subject to the Federal Transit Administration Buy America Requirements in 49 CFR part 661.

A Buy America Certificate, as per attached format, must be completed and submitted with the bid. A bid which does not include the certificate may be considered non-responsive.

A waiver from the Buy America Provision may be sought by Metropolitan Tulsa Transit Authority if grounds for the waiver exist.

Section 165(a) of the Surface Transportation Act of 1982 permits FTA participation on this contract only if steel, cement, and manufactured products used in the contract are produced in the United States.

**BUY AMERICA CERTIFICATE**

The bidder hereby certifies that it will comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982 and the regulations in 49 CFR 661.

Date\_\_\_\_\_

Signature\_\_\_\_\_

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

Title\_\_\_\_\_

or

The bidder hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Act of 1982, but may qualify for an exception to the requirement pursuant to Section 165(b) of the Surface Transportation Assistance Act and regulations in 49 CFR 661.7

Date\_\_\_\_\_

Signature\_\_\_\_\_

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

Title\_\_\_\_\_