

**Request for Proposals
Transit Mobile Fare Payment and
Trip Planner Application**

RFP # 20-2001

July 10, 2019

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

Request for Proposals

Transit Mobile Fare Payment and Trip Planner Application

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1.0 INTRODUCTION

Sealed proposals shall be received by the Metropolitan Tulsa Transit Authority (Tulsa Transit), Attention Accounting & Grants Manager, at 510 S. Rockford, Tulsa, Oklahoma at or before **August 9, 2019, 4:30PM Central Daylight Savings Time, Friday**, for the development and implementation of *Transit Mobile Fare and Trip Planner Application* as described in this Request For Proposal (RFP) document. Proposals received after the date and time specified above shall be considered late proposals and shall not be considered.

Tulsa Transit is seeking a “best value” proposal. Tulsa Transit reserves the right, in its sole and exclusive discretion to accept or to reject any and all proposals, in whole or in part. All proposals shall be subject to all applicable state and federal laws. The award to be let under this solicitation is subject to financial assistance contracts between Tulsa Transit, the Federal Transit Administration and the State of Oklahoma. Proposal documents shall be clearly marked with the RFP number and shall be mailed or delivered to:

Metropolitan Tulsa Transit Authority
ATTN: Jack Van Hooser
Accounting & Grants Manager
510 S. Rockford
Tulsa, Oklahoma 74120
Fax: 918-582-5209

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

Request for Proposal Released	July 10, 2019
Advertisement	July 14 & 21, 2019
Deadline for Questions Regarding the RFP	July 24, 2019 @ 4:30 p.m.
Response to questions	August 5, 2019
Proposals Due	August 9, 2019@ 4:30p.m.
Interviews (if deemed necessary)	August 19–August 21, 2019
Contract Award	August 27, 2019

2.0 INSTRUCTIONS TO PROPOSERS

1. PROPOSAL FORMAT

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

2. TERMS AND CONDITIONS

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

3. DUE DATE

Sealed proposals must be received by Tulsa Transit no later than **4:30 PM Central Daylight Savings Time on August 9, 2019.**

4. CONTACT INFORMATION

For questions or additional information, contact the buyer via email: Jack Van Hooser, Accounting & Grants Manager, jvhooser@tulsatransit.org, or call him at (918) 560-5609. Include the RFP number on the subject line of all email correspondence.

Proposers are encouraged to contact the Accounting & Grants Manager if there is anything in the specifications that would prevent you from submitting a proposal. Electronic submissions are the preferred method of answering questions, although written submissions via mail or fax will be accepted and must be received no later than **July 24, 2019 @ 4:30 p.m.**

5. BIDDER'S NOTICE OF INTENT TO SUBMIT A PROPOSAL

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

writing in an addendum.

6. AMENDMENTS TO THE REQUEST FOR PROPOSALS

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

7. ACCEPTANCE AND REJECTION

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

8. TIME FOR CONSIDERATION

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

9. PAYMENT TERMS

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

10. CONDITION OF GOODS

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

11. DEVIATIONS FROM SPECIFICATIONS

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

12. INFORMATION AND DESCRIPTIVE LITERATURE

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

13. CONFIDENTIALITY OF PROPOSALS

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

14. PRE-PROPOSAL CONFERENCE

A pre-proposal conference is not deemed to be necessary on this project. Should any proposer have a question you are directed to contact the Accounting & Grants Manager at (918) 560-5609 or by e-mail at jvhooser@tulsatransit.org. Email is the preferred method of asking questions.

15. PRICING / QUANTITY

Pricing information is required in accordance with the Section 4 of this RFP. A contract period of three years with two one-year options is being contemplated.

16. CONFLICTS OF INTEREST

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

17. POST AWARD

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

- The agency's evaluation of the proposer's proposal or bid, including any noted deficiencies or weaknesses.
- The overall evaluation summary, including rating for each evaluation criteria for the debriefed proposer.
- The overall ranking of all offers, when any ranking was developed by the agency during

source selection.

- A summary of rationale for award.
- For acquisitions of commercial items, the make and model of the item to be delivered by the successful proposer.

18. PROTEST PROCEDURES

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

3.0 SCOPE OF WORK

3.1 INTRODUCTION AND OBJECTIVES

The Tulsa Metropolitan Statistical Area is a region with nearly 1 million residents (Census Bureau 2016 estimates). Approximately 520,000 residents live within 3/4 of a mile from the transit routes. The Metropolitan Tulsa Transit Authority (MTTA) provides an array of public transportation options to serve residents in the City of Tulsa, with connecting services to the nearby communities of Broken Arrow, Jenks, and Sand Springs. Services include fixed bus routes, ADA complementary paratransit for people with disabilities, commuter bus service, special event, and the first of two Bus Rapid Transit (BRT) lines set to begin operations in fall 2019 and with a second BRT line sometime within the next five years.

To coordinate these services and provide information to the public, Tulsa Transit operates a customer call center, which processes over 600,000 inquiries annually, and two transit stations in downtown and midtown Tulsa. MTTA operates a fleet of 62 large, heavy-duty buses (soon to be 67) in addition to 42 other vehicles associated with the Lift Program, MTTA's curb-to-curb paratransit service for persons with disabilities who have been determined ADA paratransit eligible.

MTTA provides services seven days a week to almost 10,000 daily fixed route riders per year and an average of 450 annual daily Lift Program riders. The evening and Sunday services are fixed-route deviation services. Buses run on regular routes and deviate up to 3/4 mile off the route to pick up or drop off passengers who schedule a deviation in advance. In fixed route service, the fleet is under a set rotation with 51 buses used daily to maintain existing levels of service for 18 local routes, 2 commuter routes, and 6 nightline routes.

MTTA and the City of Tulsa are in the final stage of the construction phase of the first of two new Bus Rapid Transit (BRT) lines and are currently implementing a complete fixed-route system redesign and will include numerous ITS improvements.

MTTA desires to acquire a mobile application that includes mobile fare payment as well as trip planning capabilities.

RFP Objectives

- Find an experienced Contractor with the capability of providing an account-based mobile ticketing and electronic fare collection system
- A solution that will enable Metropolitan Tulsa Transit Authority (MTTA) to start with mobile ticketing and then evolve the platform to satisfy all Metropolitan Tulsa Transit Authority's fare collection needs for all riders as well as
 - Include trip planning with real-time information
- Provide unbanked options for low-income riders

3.2 CURRENT MTTA REVENUE SYSTEM AND RIDERSHIP

This provides an overview of MTTA’s revenue collection system.

3.2.1 FARE STRUCTURE

Fare Option	Adult	Reduced & Military	Youth	Adult Express	Per-Trip Express Upcharge	Reduced Express	Per-Trip Express Upcharge
Cash - 2 Hours Pass	\$ 1.75	\$ 0.85	\$ 1.50	\$ 2.00		\$ 1.00	\$ 0.15
1-Day Pass	\$ 3.75	\$ 1.85	\$ 1.85	\$ 3.75	\$ 0.25	\$ 1.85	\$ 0.15
7-Day Pass	\$ 14.00	\$ 7.00	\$ 7.00	\$ 14.00	\$ 0.25	\$ 7.00	\$ 0.15
10-Ride Pass	\$ 14.00	\$ 7.00	\$ 7.00	\$ 17.00	\$ 0.25	\$ 7.00	\$ 0.15
31- Day Pass	\$ 45.00	\$ 22.50	\$ 22.50	\$ 45.00	\$ 0.25	\$ 22.50	\$ 0.15
10- Ride Lift Book	\$ 35.00						
Lift Ride	\$ 3.50						

Sales Policies

Reduced Fare Passes can only be purchased at Denver Avenue Station, Memorial Midtown Station or online at www.tulsatransit.org .

- Children (4 and Under) RIDE FREE WITH ADULT
- Super Seniors (75 and older) RIDE FREE WITH SUPER SENIOR ID CARD
- Lift Program Card Holders RIDE FREE WITH LIFT PROGRAM ID CARD
- Approved Escorts for Lift Card Holders RIDE FREE WHEN ACCOMPANYING LIFT PROGRAM CARD HOLDER
- Youth is considered 18 and younger. Must show proof of age.
- Reduced fares are for seniors, persons with disabilities, youth and military. (Example: youth may purchase a reduced fare 31 day pass but must show proof of age when using this pass) all other must show Tulsa Transit Reduced Fare Photo Id Card.
- Super Seniors must show their Super Senior photo ID.
- Lift Program card holders must show current Lift Program ID card.
- If purchasing a 1 day or 7 day pass on the bus please notify driver before inserting money into fare box.

3.2.2 FARE POLICY

- With \$1.75 base fare customers will receive a transfer good for 2 hours.
- Passengers using the Tulsa Transit system must have a trip destination.
- Tulsa Transit does not allow passengers to ride more than one round trip on the same route. Once a passenger has ridden the bus one complete round trip, he/she must deboard the bus.
- Tulsa Transit does not allow for passengers to share their transfer, 31, 1, or 7 day passes with other passengers when boarding the bus.

Pre-paid Fare Media

Riders can:

- Purchase Regular, Reduced, Express, Youth, 7-day, reduced 7-day, 31-Day, Reduced 31-Day, Day, Reduced Day and Lift passes at our DAS or MMS or online at www.tulsatransit.biz
- 1-Day, 7-Day, Express, Youth, 31-Day and Lift passes at participating QuikTrips.
- One-day, Reduced Day, 7-Day, and Reduced 7-Day pass on the bus.

An authorized card is required for all discount fares and this card must be presented at the time of the ride. Please call us for details at 918-582-2100.

If passes for any reason are rejected by the fare box the customer will be required to pay regular fare at that time. If passes are rejected by the fare box, due to fault of Tulsa Transit, a courtesy card should be requested and needs to be filled out completely and requires a signature of the coach operator. Please take this card to the customer service window at either station to receive a replacement card. However, if pass is damaged due to abuse or neglect, that is visible, Tulsa Transit is not responsible for replacement.

Wheelchair Accessibility

Lift Customers may ride the bus for FREE with a valid Lift Program photo ID card. All buses are equipped with wheelchair lifts/ramps.

3.2.3 RIDERSHIP INFORMATION

**MTTA Fixed Route and Nightline
Ridership History**

	FY17	FY18	FY19
Jul	220,171	214,937	216,788
Aug	253,038	252,561	245,858
Sep	249,130	234,852	217,214
Oct	247,638	242,265	254,630
Nov	242,690	230,162	218,731
Dec	215,699	208,189	197,135
Jan	224,716	219,230	209,048
Feb	225,744	203,274	200,767

Mar	243,908	234,842	210,497
Apr	216,617	218,701	224,886
May	236,228	236,600	
Jun	231,947	219,008	
Total	2,807,526	2,714,621	2,195,554

**MTTA Lift (ADA Paratransit)
 Program
 Ridership History**

	FY17	FY18	FY19
Jul	9,449	8,453	8,587
Aug	11,288	9,768	9,779
Sep	10,536	8,636	8,410
Oct	10,395	9,470	9,868
Nov	9,856	8,686	8,609
Dec	9,345	7,750	7,188
Jan	9,413	8,771	8,923
Feb	9,704	8,353	8,269
Mar	10,833	9,652	8,401
Apr	9,425	8,871	9,221
May	9,570	9,264	
Jun	9,215	9,114	
Total	119,029	106,788	87,255

Fixed Route Average Weekday Ridership: 9,623

Fixed Route Average Saturday Ridership: 3,810

Lift Program Average Weekday Ridership: 414

Average Fare

	FY2017	FY2018	FY2019
Total Revenue	\$3,266,859	\$3,031,976	\$2,605,634
Average Fare	\$ 1.12	\$ 1.07	\$ 1.14
Revenue (less Lift)	\$ 2,897,400	\$2,720,411	\$2,297,530
Average FR Fare	\$ 1.03	\$ 1.00	\$ 1.05
Revenue (Lift)	\$369,459	\$311,565	\$ 308,104
Average Lift Fare	\$ 3.10	\$ 2.92	\$ 3.53

3.2.4 FLEET INFORMATION

Make	Year	Service	No. of units	Comments	Farebox type
Gillig	2004	Fixed route	6	1 unit will be retired Nov 2019	Odyssey
Gillig	2005	Fixed route	11	GFI Farebox Installed	Odyssey
Gillig	2009	Fixed route	5	GFI Farebox Installed	Odyssey
Gillig	2011	Fixed route	15	GFI Farebox Installed	Odyssey
Gillig	2013	Fixed route	11	GFI Farebox Installed	Odyssey
Gillig	2016	Fixed route	2	GFI Farebox Installed	Odyssey
Gillig	2017	Fixed route	8	GFI Farebox Installed	Fastfare
El Dorado	2006	Fixed route	4	Will be retired Nov 2019	Odyssey
Gillig	2019	BRT	11	In service Nov 2019 GFI Farebox installed	Fastfare
Arboc Cutaway	13,14 & 17	Flex route BA	3	GFI Farebox installed	Odyssey
Arboc Cutaway	2014	Paratransit	6	GFI Farebox Installed	Odyssey
Arboc Cutaway	2016	Paratransit	9	No fare collection system installed	
Arboc Cutaway	2016	Paratransit	3	GFI Farebox installed	Odyssey
Arboc Cutaway	2017	Paratransit	4	GFI Farebox installed	Fastfare
Arboc Cutaway	2018	Paratransit	6	No fare collection system installed	

Arboc Cutaway	2018	Paratransit	3	GFI Farebox installed	Fastfare
Dodge Promaster	2019	Paratransit	11	No fare collections system installed	

3.2.5 ITS INFORMATION

MTTA utilizes the following on-board technology:

- Odyssey and Fast Fare fareboxes
- MDT Lilliput Touch Screen
- Automated Vehicle Location technology
- Security Cameras
- GTFS
- GTFS-RT (Coming)
- Automated Passenger Counters
- Automated Voice Announcement
- WiFi (Not All Buses)

3.3 Ticket Discount Availability and Special Programs

3.3.1 EVENT FARES

Occasionally, MTTA will provide event fares priced the same as regular fares.

3.3.2 DISCOUNTED FARES

Reduced Fare Program

Tulsa Transit offers reduced fares to seniors, Medicare card holders, persons with disabilities, active duty military, and veterans. Customers may obtain a Reduced Fare Card or Reduced Fare Card Application by visiting the Denver Avenue Station (DAS), 319 S. Denver from 7:00 a.m. until 6:00 p.m. Monday through Friday. The first Reduced Fare Card photo identification card costs \$1.00. Replacement cards are \$5.00. Customers must show the Reduced Fare Card to the bus operator each time upon boarding. Card holders pay \$0.85 for a single trip on Tulsa Transit’s fixed-route buses, and get reduced fares on multi-ride passes.

1. Seniors

Persons 62 years of age or older may obtain a Reduced Fare photo ID card by showing proof of age with a photo identification card.

2. Medicare Card Holders

Medicare card holders, including persons who are not seniors, may obtain a Reduced Fare photo ID card by showing a Medicare card and a photo identification card.

3. Persons With Disabilities

Persons with disabilities must complete a Reduced Fare Card Application in order to obtain a Reduced Fare Card. Applications are available at the Denver Avenue Station. The application must be completed by the applicant's physician and returned to Tulsa Transit. If the applicant is approved for the Reduced Fare Card Program, an approval letter will be sent via mail. That letter and a photo identification card must be taken to the Denver Avenue Station where the Reduced Fare Card can be obtained.

4. Veterans

Individuals who currently serve or have previously served in the United States armed forces are eligible for the Reduced Fare Program. To obtain a Reduced Fare card, active duty personnel must present a government issued photo identification card. Veterans who were honorably discharged must present at least one of the following:

- 1) an identification card from a veteran's organization,
- 2) a state-issued driver's license showing veteran status, or
- 3) a DD 214 form. If the documentation presented does not have a photo affixed, the applicant must present another form of identification that includes a photo.

You must show your Reduced Fare Card when paying any form of reduced fare upon boarding a vehicle. If your reduced fare card expires, you must re-apply.

Bonus Bucks

This program allows employers and employees to share the costs of employee bus passes. Please call 918-582-2100 for details.

Lift Program

People with disabilities who are not able to ride a regular fixed-route bus may take advantage of the Tulsa Transit Lift Program which provides door-to-door service with lift-equipped minibuses. Details are also available on our website at www.tulsatransit.org.

SafePlace Program

SafePlace is a local program that enables kids to get to a safe place when they feel they are lost or in danger. Since Tulsa Transit is a participant in the Tulsa SafePlace Program, all Tulsa Transit fixed route buses are SafePlace areas. Kids can catch any bus and ask to be taken to a SafePlace. No fares apply.

Guaranteed Emergency Ride Home Program

For riders who purchase an Express Farecard, Tulsa Transit offers the Guaranteed Ride Home Program. Riders will need to show their Express pass with at least one available ride on it. There's no fare charged for the Guaranteed Ride Home.

Community Free Fare Programs

Through a contractual arrangement, Tulsa Transit provides free rides to current students of Tulsa Community College, Tulsa Tech, and Community Care College. In a similar fashion we provide free fare to high school students attending Tulsa Public Schools.

3.4 VENDOR QUALIFICATIONS

MTTA should have proven capabilities in deploying complex software and hardware solutions with:

3.4.1 THE MOBILE TICKETING SOLUTION AND PLATFORM

The electronic fare collection platform must be account-based and deployed as a Software-as-a-Service, cloud-hosted platform that grants MTTA license to utilize the platform to deploy a turnkey mobile ticketing solution that can expand to serve all ticket sales options across all rider types. The system shall be managed by the vendor and shall make updates available to MTTA on a regular basis. The system must be capable of handling both visual and electronic scanning verification methodologies.

The solution shall be extendable to other token types including, but not limited to: ISO 14443 smartcards, paper barcodes, and extensible to open payments using contactless c-EMV credit cards. The solution shall also facilitate integrations with mobility services companies. The platform shall guarantee 99.9% uptime and shall be a multi-tenanted platform deployed according to MTTA's brand guidelines and enabling MTTA's to autonomously manage the platform and direct engagement with their customers.

3.4.2 MOBILE FARE PAYMENT SYSTEM OVERVIEW DESIGN

- The solution shall be cloud-hosted, account-based, and deployable as a Software-as-a-Service platform
- It shall be flexible and easily scalable for growth as more customers download the app, as well as for additions of new fare products, group, or individual customer types and profiles
- All Graphic User Interfaces, fare media, and public communications within or concerning the system shall meet the MTTA brand guidelines.
- Ability to link with local bike share, scooters, and transportation network companies such as Uber and Lyft.

3.4.3 MOBILE TICKETING & FARE COLLECTION SYSTEM FEATURES

Customer App

- The mobile app shall be available for Android and iOS. It should support at least the last two major versions of those operating systems
- The app shall be branded in line with a style guide provided by MTTA

- For the duration of the contract, the app shall always be fully functional on the latest version of the OS of supported platforms as new OS versions are released. If an update is required to make the app fully functional on a new version of a supported OS, the update shall be available to customers on the day of the OS launch; the developer will notify MTTA of updates so it can inform users.
- The app shall be downloadable for free
- The app shall be downloadable from the official app store of the supported platforms
- The apps will be made available without using MTTA resources or servers and maintaining updates for the duration of the contract
- It shall be possible for the app to link to online content outside of the app
- The app shall meet the ADA accessibility standards
- The app shall meet Payment Card Industry Data Security Standards (PCI-DSS)

Account Registration and Login

- A customer shall be able to purchase a single-use ticket without requiring account registration
- A customer shall be able to register for an individual MTTA mobile ticketing account in the app or online
- The account registration process shall capture the customer's email address
- There shall be a mechanism for amending the terms and conditions and privacy policy as needed
- Customers shall be able to change their password from the app or online
- Customers shall be able to reset their forgotten password from the app or online
- The app shall allow customers to login using native authentication services (e.g. Touch ID and Face ID) on supported iOS devices
- Customers shall be able to purchase tickets before creating an account

Tickets

- The solution shall support all types of fare passes including but not limited to:
 - 2-hour pass

-
- 1-Day pass
 - 7-Day pass
 - 31-Day pass
 - Customers shall be able to view the full range of MTTA tickets available to purchase in the app
 - It shall be possible for tickets to be grouped and categorized by route and fare type so that customers select a category in order to view the range of tickets available under that category
 - A short cut shall be provided in the app for the origin and destination stations of recent purchases to aid a customer in the purchase flow
 - For each ticket the customer shall see the following information:
 - Ticket Name
 - Price
 - Description
 - Tickets shall have an expiration period after which the ticket (be it unused or active at the time) expires. This shall be configurable
 - It shall not be possible to activate a ticket outside its validity period
 - Return tickets shall be stored in the wallet as two, linked, single tickets requiring activation by the customer prior to each leg of the journey
 - It shall be possible to configure products that are restricted so they are not available for general sale
 - Only customer accounts granted permission can access these restricted products
 - It shall be possible to configure the visual elements of each ticket so that different fares can display different visual elements

Ticket Purchase Process

- Customers shall be able to purchase the available tickets from within the app
- There is no minimum number or value of tickets a customer must purchase

- It shall be possible to set the maximum number of tickets that a customer can purchase in a single transaction for a given ticket type
- It shall be possible to set the maximum number of tickets that a customer can purchase and hold for a given ticket type within a set period of time
- Customers shall be able to purchase multiple tickets in a single transaction
- Customers shall be able to pay using all major credit, debit cards, connected bank accounts, as well as digital wallets and services similar to PayPal.
- Customers shall have the option to save their payment details securely for one or more payment methods
- Customers shall be able to delete their saved payment details
- A ticket purchased in the app shall be immediately available in the app's ticket wallet
- Customers shall receive an email receipt of their purchase

Stored Value Accounts

- The contractor shall be able to deploy stored value accounts (SVA)
- The SVA shall be used for the following use case:
 - Stored value as a funding source (to buy mobile tickets)
 - Stored value for tap to ride
- The rider shall be able to add stored value to their account through the mobile app or web portal
- MTTA shall have the ability to accept cash and add that value to a rider's account
- All added/topped up value shall be available for immediate use
- Stored Value shall be accepted by electronic validation options within this described mobile ticketing solution
- Stored value shall be accepted by tapping a mobile barcode or smartcards on the electronic validation units
- The SVA tap to ride solution shall automatically reduce the appropriate fare from the riders SVA, applying the best fare finding or fare capping logic

Ticket Wallet

-
- Customers shall be able to view their history of used tickets
 - Customers shall be able to view tickets which have not yet been activated and have not expired
 - Customers shall be able to view tickets which they have activated and are currently active
 - Customers shall be able to view tickets that have recently expired
 - Device connectivity (either through WiFi or a data plan) shall not be required to view purchased tickets of any status

Ticket Activation

- Customers shall be able to activate unused ticket stored in their ticket wallet
- Customers shall be able to activate multiple tickets at one time from one device
- Tickets must be able to be activated while offline (no Wi-Fi or cellular connectivity)
- The date and time of the activation shall be recorded
- The app shall provide a means to make it clearly visible to inspecting staff when a ticket has been recently activated
- The active ticket shall provide a 2D/QR barcode that can be scanned by inspection staff to establish ticket validity
- The 2D/QR barcode solution does not require an internet connection to establish ticket validity
- The active ticket shall display:
 - Ticket type
 - Origin and Destination points if applicable
 - Expiry date and time and/or a countdown to the ticket expiry
- The active ticket view shall include security measures which minimize the possibility of fraudulent use such as screenshotting, copying, replicating via an app or sharing of a ticket

User-Experience Capabilities

- Ability to use tickets for multiple riders from one device

- Ability to buy and use tickets without creating an account as an anonymous purchase feature
- Ability to use more than one payment mechanism for checkout as a split purchase feature
- Ability to use tickets in an offline environment or dead-spots (cellular or Wi-Fi)
- Ability to purchase tickets from website and have those tickets appear on the passenger app
- Ability to access order history from the app and online
- Ability to change password for app log-in directly from the app and from e-commerce website

Ticket Validation

- The contractor will supply a ticket validation solution for both visual and electronic validation, whichever the MTTA wishes to deploy
- The contractor should also be able to offer a “phased” deployment starting with visual validation and can roll out an electronic validation solution when MTTA is ready
- The ticket validation solution will provide a means of preventing pass type tickets from being reused within a defined period of time
- The ticket validation solution includes measures to prevent fraudulent use
- The ticket validation solution will validate tickets to prevent the re-use of used, cancelled, refunded anywhere within the system.

Visual Validation

- The proposed solution shall not require the agency to distribute information to operators
- The proposed visual validation solution shall consist of the following features:
 - Dynamic component to the active ticket
 - Dynamic barcode built into the ticket
 - Ticket must be able to be activated offline
 - Security to protect against screen sharing or recording of the screen

- Complete branding and customization down to the ticket type (to match MTTA's branding)
- The ability to have a digital representation of the paper ticket on active mobile ticket
- Visual elements of the ticket must be configurable at the fare level so that different fares can display differences

Electronic Validation

- Electronic validation units shall be multi-format capable of reading 2D barcodes, Bluetooth LE, NFC, and contactless-EMV
 - Contractor shall detail how it they can enable EMV contactless ticketing functionality for MTTA
- The electronic validation solution will record the details of tickets scanned, the validation results, the date and time of the scan event and the inspector that conducted the scan
- The electronic validation solution will record the GPS location of scan events
- The electronic validation solution will record the service or vehicle where ticket was scanned
- The electronic validation solution supports recording and reporting inspection actions and results defined by the agency
- An electronic validation solution will be provided for mobile inspection staff to scan tickets to establish their validity
- The electronic validation solution will provide clear visual and audible indicators to inspection staff for the scan result
- The electronic validation solution will be provided by way of mobile application available for Android and iOS operating systems
- Tickets can be scanned and validated by the electronic validation solution without a live data connection (offline)
- The electronic validation solution handheld device supports the validation of both mobile and paper barcode tickets
- The on-board electronic validation unit shall be able to integrate with the existing CAD/AVL onboard the vehicle

- The electronic validation solution shall be standalone from the farebox and shall not require integration with the MDT
- The electronic validation software shall be highly secure, ensuring that validation logic is processed by the validator and not the mobile device

3.5 BACK-OFFICE CAPABILITIES

Back-office will be browser accessible and will be role-based so that individual users' access can be controlled based on the role that they are assigned. Back-office will require secure login to access.

3.5.1 CUSTOMER SUPPORT

- Back-office shall enable agencies to handle customer service directly
- Customers shall be able to find MTTA's contact customer support contact details in the app
- Access by authorized MTTA employees to the customer support solution shall be secure and include user authentication
- The customer support solution shall be fully compatible with a mainstream modern web browser such as Google Chrome
- Authorized MTTA employees shall be able to view the tickets which are currently available to customers to purchase
- Authorized MTTA employees shall be able to view the customer's account details:
 - Email address
 - Device details
 - Relevant funding source attached to the account
- Authorized MTTA employee shall be able to view:
 - The customer's ticket purchase history including the current status of the ticket (Inactive/activated/expired)
 - When the ticket was purchased
 - When the ticket was activated
- Authorized MTTA employees shall be able to block or unblock a customer's account

- Authorized MTTA employees shall be able to change rider type to permit access to restricted tickets
- Authorized MTTA employees shall be able to deactivate and reactivate a customer's account
- Authorized MTTA employees shall be able to issue full or partial refunds
- Authorized MTTA employees shall be able to cancel unused tickets from a customer's wallet
- Authorized MTTA employees shall be able to issue a new ticket to a customer's wallet without taking payment
- Authorized MTTA employees shall be able to record and view notes on a customer's account
- It shall be possible to have multiple authorized MTTA employee user roles with different levels of permissions to the customer support functions
- A MTTA admin user role shall be able to:
 - Create new users
 - Assign user roles
 - Delete users
- Each customer record shall contain an audit trail of all transactions processed, tickets used, and scans validated

3.5.2 TICKETS AND FARES ADMINISTRATION

- Access by authorized MTTA employees to the ticket administration configuration shall be secure, including user authentication
- The ticket administration solution shall be fully compatible with a mainstream modern web browser such as Google Chrome
- Authorized MTTA employees shall be able to create new ticket types
- Authorized MTTA employees shall be able to set and alter ticket pricing
- New tickets, unless otherwise specified, shall be available to all customers to buy immediately after being created

- Authorized MTTA employees shall be able to remove tickets from availability to be purchased
- MTTA shall have the ability to issue tickets and or entitlements (changes to rider types) in bulk
- The back office shall allow for MTTA to grant access 3rd party corporations to issue MTTA tickets
- The back office shall allow for MTTA to manage passenger's smartcards associated to accounts [*if smartcards are deployed*]

3.5.3 FINANCE AND REPORTING

- Authorized MTTA employees shall be able to generate reports on ticket sales, usage and their associated revenue for variable date ranges
- Reports shall be in (or exportable to) a CSV format
- API's must be available to enable MTTA and transit regulators to export all relevant data in real-time or near real-time to central back office systems
- All data must be stored in an open data warehouse
- MTTA shall own all of the data that comes through the proposed platform

3.5.4 ASSET MONITORING

- Authorized MTTA employees shall be able to monitor all validator devices deployed throughout the system
- Back-office shall display the health of all validation devices, including:
 - Online / offline status
 - Diagnosis of relevant issues
 - Software app version
 - Memory
 - Vehicle ID
 - Scan history

3.6 MAINTENANCE AND SUPPORT

- The contractor shall provide support, maintenance and optimization for future OS releases
- The app shall always be fully functional on the latest version of the OS of supported platforms as new OS versions are released
- The contractor shall be responsible for releasing updates through the relevant app stores
- Any planned preventative maintenance of the solution shall be scheduled in advance with MTTA

3.7 SECURITY

- The entire solution (including the app, interfaces, business operations, hardware, applications, physical security and) shall be and remain compliant with the latest version of the Payment Card Industry Data Security Standard (PCI-DSS)

3.7.1 SERVICE MANAGEMENT PROCESS

- Where the provided service does not meet the SLA. The Service Management process shall be used to measure service quality and determine appropriate action
- The awarded contractor shall provide an account manager who shall be MTTA's main contact
- The contractor shall provide on-going support directly to MTTA
- In the event of a disaster, "normal service" should be resumed within a period not greater than 12 hours
- The Contractor shall record and report on performance against the agreed services levels on a determined basis.

3.8 SYSTEM HOSTING

The solution shall be hosted by the contractor or their sub-contractor within a suitable secure data center that will provide the resilience and uptime to ensure they meet the required Service Levels and availability detailed in this section.

- System availability:
 - The solution shall be operational 24 hours a day, seven days a week
 - All Supplier provisioned system components shall have an agreed minimum overall availability of 99%

- When any aspect of the solution is unavailable and preventing user functionality a clear and relevant error message shall be displayed to the user; MTTA should be notified of system wide outages and other problems affecting the functionality of the app so MTTA can also inform users.

3.9 MARKETING

- The Contractor shall provide MTTA with design and templates for the following marketing collateral:
 - Posters
 - Digital ads including but not limited to social media
 - Printed ads
 - Inserts into
 - Cards
 - Bus Cards
 - Brochures
- Launch day materials
- This does not include any printing or production costs

3.10 PROJECT MANAGEMENT

- The Contractor shall be responsible for developing and maintaining a detailed project plan and associated detailed schedule demonstrating the project will be fully delivered within the timeframes specified.
 - The schedule should show the interdependencies between deliverables, activities, milestones and resources
- The Contractor shall hold regular project progress meetings with MTTA at a frequency, format and location to be agreed with MTTA
- The contractor shall provide MTTA with a release management process that shall be used to ensure that all releases to the hardware or software environment- both during testing and after implementation - are being correctly controlled by both the contractor and their partners/sub-contractor

3.11 TRAINING

- The contractor shall provide adequate experienced training resource to support the MTTA in producing staff training materials.

3.12 ADDITIONAL SALES CHANNELS

The contractor shall provide solutions for those who do not have mobile devices and do not have bank accounts

3.12.1 MAAS APPLICATIONS

- The contractor shall have the ability to offer a solution for both iOS and Android operating systems that would allow MTTA mobile ticketing services to be embedded within selected third-party applications should the agency wish to enable this option

3.12.2 CUSTOMER WEB PORTAL

- The contractor shall supply a MTTA branded customer web portal accessible to MTTA riders available through all modern desktop and mobile web browsers
- Customer Web Portal shall enable riders to:
 - Create/Register for an account
 - Purchase tickets to:
 - Print at home
 - Push to mobile device
 - Manage smartcards *[if relevant]*
- Customers shall purchase tickets with credit, debit, and Pre-tax benefit cards
- Customers shall have the ability to review of past transactions and ticket usage
- Customers shall have the ability to remove/add funding sources
- Customers shall have the ability to request receipt resend
- Customers shall have the ability to load/top up of stored value to an account

3.12.3 POINT OF SALE (VENDOR AND/OR AGENCY)

- The contractor shall provide a solution to give MTTA the ability to use the platform in a MTTA ticket window as a browser accessible portal

- The MTTA shall have the following functionality:
 - Control secure access to the portal
 - Accept all payment methods (cash, credit, debit, and pre-tax benefit cards)
 - Print paper tickets
 - Distribute smartcards that are associated to a rider's account
 - Add value for SVA

3.12.4 POS RETAIL DISTRIBUTION

- A static ticket retailing solution will be provided to allow MTTA ticket window staff to sell paper barcode tickets
- The static ticket retailing solution will include a web or API based interface to facilitate MTTA ticket window staff selling paper barcode tickets
- The static ticket window retailing solution will include support for a printer for outputting paper barcode tickets
- Paper barcode tickets issued and printed by the static ticket retailing solution are securely generated, immediately usable and scannable by the same validation solution as the mobile tickets
- The web-based retailing interface should be compatible with a mainstream modern web browser such as Google Chrome or API based
- Access to the ticket retail interface support solution shall be secure, with https transport security and user authentication permitting only authorised MTTA employees or authorised 3rd party sales agents
- Tickets sold through the static ticket window retailing solution will be tracked against the retailing staff member
- APIs must be available to allow 3rd party retail networks and outlets to sell and print MTTA Secure barcode tickets
- The ticket APIs will return a barcode that can be printed on paper stock by 3rd party retail networks/outlets
- Tickets sold via the APIs will be tracked against the 3rd party retailer:
 - Retail Network identifier

- Retail Organization Identifier
- Terminal Identifier
- Merchant identifier

4.0 PROPOSAL FORMAT & REQUIREMENTS

4.1 SUBMITTAL REQUIREMENTS

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

- Proposals shall be signed by an officer authorized to bind the proposer and shall contain a statement to the effect that the proposal constitutes a firm offer for at least 120 days from the last day of receipt of proposals set forth herein.
- Each criterion for selection must be addressed.
- There is a minimum twelve (12)-point font requirement for the basic text of the entire submittal. Any charts, graphs, table of organizations, etc., must be of readable size.
- Maximum length of proposal is 50 pages excluding required forms and Exhibit A pricing sheet.
- One (1) original and six (6) copies of the submittals are due no later than 4:30 p.m., August 9, 2019, to Jack Van Hooser, Accounting & Grants Manager 510 S. Rockford Avenue, Tulsa, OK 74120.
- Submittals shall be in a sealed, opaque envelope, clearly marked RFP # 20-2001 *Transit Mobile Fare Payment and Trip Planner Application*.
- The proposed fee schedule (Exhibit A) shall be provided in a separate, sealed envelope.
- Late submittals, or those delivered by facsimile, electronic mail, or any other format other than bound paper copies, will be deemed non-responsive and will not be considered for the project.

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

From the date of this RFP until 4:30 p.m. July 24, 2019, all questions and inquiries should be submitted in writing by mail, fax or E-mail to the following: Questions regarding this Request for Proposals should be directed to Mr. Jack Van Hooser, jvhooser@tulsatransit.org or by fax at 918-582-5209 or by mail at MTTA, 510 South Rockford Avenue, Tulsa, OK 74120.

All prospective offerors will be notified of questions and responses by addendum by the close of business on August 2, 2019.

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

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

4.2 PROPOSAL FORMAT

COVER LETTER

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

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

STATEMENT OF QUALIFICATIONS

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

REFERENCES

Provide three (3) client references from prior transit system work conducted in the last five (5) years. Include organization name, address, telephone number, and name and title of a contact person. Include same information for proposed subcontractors.

RESUMES OF KEY PERSONNEL

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

WORK PLAN

Submit a detailed work plan describing how your firm intends to provide the services outlined in the scope of work contained in Section 3 of this RFP. Proposed features of the application should be included in this section. In addition, the work plan should include an implementation schedule and identify roles and responsibilities of the parties to be involved in the implementation. If subcontractors, joint ventures, or both are contemplated, identify the entire team, and specifically identify the intended lead of the prime contractor.

QUALITY CONTROL PLAN

Submit a quality control plan describing how you intend to meet the requirements outlined in the scope of work.

TERMS AND CONDITIONS

Provide an outline of key terms and conditions for the application including fees and application features. In addition, include a copy (ies) of the intended licensing and other agreement(s).

DISCLOSURE OF PROPOSAL CONTENTS

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

5.0 DEVELOPER SELECTION PROCEDURE

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

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

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

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

The MTTA General Manager will review the committee recommendation and decide whether to accept, reject, or modify the recommendation before presenting to the Board of Trustees.

5.1 EVALUATION CRITERIA

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

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

1. Terms and conditions including price as contained in the proposed licensing and other agreements.
2. The proposers' experience with projects similar to those listed in Section 3.0
3. The proposers' past record of performance on contracts, including factors such as cost control, quality of work, and ability to meet schedules
4. The qualifications and experience of the key project members
5. Proposers that are DBE or that are willing to use a DBE firm as a subcontractor when subcontractors are proposed as part of a team.

6.0 PROPOSAL FORMS

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

1.0 DBE Qualification Form

2.0 Statement of Bidder's / Proposer's Qualifications

3.0 Authorization for Information

4.0 Customer Reference Listing

1.0 DBE QUALIFICATION FORM

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

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

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

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

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

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

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

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

Firms must be for profit.

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

Contact Liann Alfaro at lalfaro@tulsatransit.org should you need information regarding DBE Certification.

Please print the following information:

Firm Name _____

Authorized Signature _____

Title _____

Date _____

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

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

1. Name of Bid/Proposer _____

2. Permanent Main Office Address _____

3. Office Phone _____ Cell Phone _____

4. Fax Number _____ E-mail Address _____

5. When Organized _____

6. If a Corporation, where Incorporated _____

7. How many years have you been engaged in business under your present firm or trade name? _____

8. List previous business names, if any _____

9. Have you ever failed to complete any work awarded to you? _____

10. Have you ever defaulted on a Contract Agreement? _____

11. If you answered yes to 9 or 10 above attach explanation.

12. Attach background and experience of the principal members of your organization, including the officers.

13. DUNS # _____ Provide D&B report or other statement of credit.

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

Dated this _____ day of _____, 20__

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

By: _____

Name of Corporation or Firm: _____

Authorized Signature: _____

State of _____

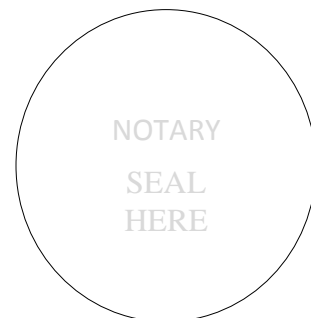
County of _____

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

Notary Public _____

Notary Number _____

My Commission Expires _____



3.0 AUTHORIZATION FOR INFORMATION

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

Dated this _____ day of _____, 20__

By: _____

Name of Corporation or Firm: _____

Authorized Signature: _____

State of _____

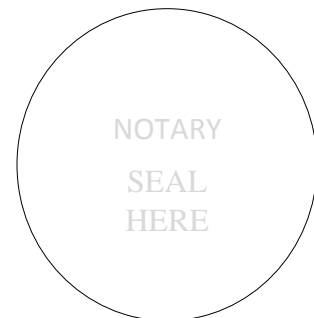
County of _____

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

Notary Public _____

Notary Number _____

My Commission Expires _____



4.0 CUSTOMER REFERENCE LISTING

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

1. COMPANY NAME _____
ADDRESS _____
CONTACT PERSON _____
TELEPHONE NUMBER _____
MONTH/YEAR COMPLETED _____
VALUE OF CONTRACT _____

2. COMPANY NAME _____
ADDRESS _____
CONTACT PERSON _____
TELEPHONE NUMBER _____
MONTH/YEAR COMPLETED _____
VALUE OF CONTRACT _____

3. COMPANY NAME _____
ADDRESS _____
CONTACT PERSON _____
TELEPHONE NUMBER _____
MONTH/YEAR COMPLETED _____
VALUE OF CONTRACT _____

4. COMPANY NAME _____
ADDRESS _____
CONTACT PERSON _____
TELEPHONE NUMBER _____
MONTH/YEAR COMPLETED _____
VALUE OF CONTRACT _____

5. COMPANY NAME _____
ADDRESS _____
CONTACT PERSON _____
TELEPHONE NUMBER _____
MONTH/YEAR COMPLETED _____
VALUE OF CONTRACT _____

A. GENERAL TERMS

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

1. ASSIGNMENT

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

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

2. ADVERTISING

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

B. FEDERAL TERMS AND CONDITIONS

The following terms and conditions apply to this procurement

1. BUY AMERICA REQUIREMENTS

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

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

2. ENERGY CONSERVATION REQUIREMENTS

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

Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

3. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Clean Water

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

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

4. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325 18 CFR 18.36 (i) 49 CFR 633.17

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

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

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

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

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

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

5. FEDERAL CHANGES

49 CFR Part 18

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

6. CLEAN AIR

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

Clean Air

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

7. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be

modified, except to identify the Sub-Contractor who will be subject to its provisions.

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

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

Program Fraud and False or Fraudulent Statements or Related Acts

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Sub-Contractor who will be subject to the provisions.

9. TERMINATION

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

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

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

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

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

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

(4) Waiver of Remedies for any breach in the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

10. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Suspension and Debarment

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

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

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

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

11. CIVIL RIGHTS REQUIREMENTS

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

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

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination; rates of pay, or other forms of compensation, and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

12. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18 FTA Circular 4220.1F

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Tulsa Transit Administrator of Grants and Procurement. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Grant and Accounting & Grants Manager. 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 Accounting & Grants Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by Tulsa Transit, 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 Tulsa Transit and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Oklahoma.

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

13. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Disadvantaged Business Enterprises

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

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

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

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

e. The contractor must promptly notify MTTA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own

forces or those of an affiliate without prior written consent of MTTA.

14. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

15. LOBBYING

31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1401, et seq.] Proposers who apply or Proposal for an award of \$150,000 or more shall file the certification required by 49 CFR parts 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Tulsa Transit, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

16. SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

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

C. CERTIFICATIONS AND REPRESENTATIONS

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

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

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Comptroller General;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract Agreement under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

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

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

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

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

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

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

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

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

Name of Individual, Partnership or Corporation

Signature of Proposer or Proposer's Authorized Agent

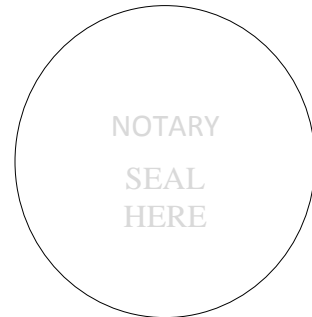
State of _____ County of _____

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

Notary Public _____

Notary Number _____

My Commission expires _____



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

(1) The Proposer acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying proposal, the Proposer certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Proposer further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Proposer to the extent the Federal Government deems appropriate.

(2) The Proposer also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the Tulsa Transit of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 16 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Proposer, to the extent the Federal Government deems appropriate.

(3) The Proposer agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Sub-Contractor who will be subject to the provisions.

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

Company Name

Signature

Title

Date

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Tulsa Transit, 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 Tulsa Transit, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1213 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1401, *et seq.*.)]

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

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

_____	_____
Company Name	Signature
_____	_____
Title	Date

5. CONTRACTOR DEBARMENT CERTIFICATION

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

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

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

Signature

Title

Company

Date

State of _____ County of _____

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

Notary Public _____

Notary Number _____

My Commission Expires _____

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

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

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

Check if applicable

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

Signature

Title

Company

Date

State of _____ County of _____

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

Notary Public _____

Notary Number _____

My Commission Expires _____

