Request for Proposals
ADA Paratransit Eligibility Assessment Services

RFP # 20-2015

January 3, 2020

Metropolitan Tulsa Transit Authority
510 South Rockford Avenue
Tulsa, Oklahoma 74120
Request for Proposals

ADA Paratransit Eligibility Assessment Services

Table of Contents

1.0 INTRODUCTION ............................................................................................................................................. 5

2.0 INSTRUCTIONS TO PROPOSERS .................................................................................................................... 6
  1. PROPOSAL FORMAT ......................................................................................................................................... 6
  2. TERMS AND CONDITIONS ............................................................................................................................... 6
  3. DUE DATE ......................................................................................................................................................... 6
  4. CONTACT INFORMATION ............................................................................................................................... 6
  5. BIDDER’S NOTICE OF INTENT TO SUBMIT A PROPOSAL ........................................................................ 6
  6. ACCEPTANCE AND REJECTION ....................................................................................................................... 7
  7. TIME FOR CONSIDERATION ......................................................................................................................... 7
  8. PAYMENT TERMS ............................................................................................................................................ 7
  9. CONDITION OF GOODS .................................................................................................................................. 7
  10. DEVIATIONS FROM SPECIFICATIONS ......................................................................................................... 7
  11. INFORMATION AND DESCRIPTIVE LITERATURE ..................................................................................... 8
  12. CONFIDENTIALITY OF PROPOSALS ............................................................................................................ 8
  13. PRE-PROPOSAL CONFERENCE ................................................................................................................... 8
  14. PRICING / QUANTITY ..................................................................................................................................... 8
  15. CONFLICTS OF INTEREST ............................................................................................................................ 8
  16. POST AWARD ................................................................................................................................................ 8
  17. PROTEST PROCEDURES ............................................................................................................................... 9

3.0 SCOPE OF WORK .................................................................................................................................................. 9
  3.1 BACKGROUND ................................................................................................................................................ 9

INTRODUCTION ....................................................................................................................................................... 9

SCOPE OF SERVICES ............................................................................................................................................... 11
  I. A. ORGANIZATION ............................................................................................................................................ 11
  J. B. CERTIFICATION PROCESS ....................................................................................................................... 11
  K. C. REPORTING AND RECORD KEEPING ....................................................................................................... 12
  L. D. ADDITIONAL RESPONSIBILITIES ............................................................................................................. 14
  M. E. TULSA TRANSIT OVERSIGHT AND MANAGEMENT ............................................................................ 14
  N. F. CHANGES TO CERTIFICATION PROCESS ............................................................................................. 14
  O. G. ADA CERTIFICATION SERVICE REQUIREMENTS ................................................................................ 15
1. **Staff Requirements** ........................................................................................................... 15
2. **Staffing Policies** ............................................................................................................... 17
3. **Training of Certification Personnel** ................................................................................ 18

**P.**

4. **H. COMMUNICATIONS SYSTEMS** .................................................................................... 19
1. **Applicant Telephone Services** ............................................................................................ 19
2. **Telephone Accessibility for the Deaf** .................................................................................. 19
3. **Facsimile Machine** ............................................................................................................ 19
4. **Computer Systems** ........................................................................................................... 19

**I.**

5. **RECERTIFICATION NOTIFICATION LETTERS** ............................................................... 20

**J.**

6. **ADA ELIGIBILITY APPLICATION PROCESSING** ............................................................. 20
1. **Eligibility Determination** .................................................................................................... 20
2. **Time Requirements for Processing** .................................................................................... 21

**K.**

7. **DOCUMENTATION AND REPORTING** ............................................................................ 22
1. **Documentation of Eligibility Determination** ..................................................................... 22
2. **Monthly Certification Report** .............................................................................................. 23
3. **Attendance at Meetings** ...................................................................................................... 23
4. **Customer Comments/Complaints** ................................................................................. 23
5. **Retention of Files and Records** .......................................................................................... 24

**L.**

8. **PERFORMANCE STANDARDS** ........................................................................................ 24
1. **Timely Processing of Applications** .................................................................................. 24
2. **Completed Documentation** .................................................................................................. 24

4.0 **PROPOSAL FORMAT & REQUIREMENTS** ........................................................................ 25
4.1 **SUBMITTAL REQUIREMENTS** ....................................................................................... 25
4.2 **PROPOSAL FORMAT** ...................................................................................................... 26

- **COVER LETTER** ................................................................................................................ 26
- **STATEMENT OF QUALIFICATIONS** ................................................................................ 26
- **REFERENCES** ...................................................................................................................... 26
- **RESUMES OF KEY PERSONNEL** .................................................................................... 26
- **TERMS AND CONDITIONS** .............................................................................................. 27
- **DISCLOSURE OF PROPOSAL CONTENTS** ...................................................................... 27

5.0 **SELECTION PROCEDURE** ............................................................................................. 27
5.1 **EVALUATION CRITERIA** ................................................................................................ 28

6.0 **PROPOSAL FORMS** ........................................................................................................ 29
1.0 **DBE QUALIFICATION FORM** .......................................................................................... 30
2.0 **STATEMENT OF BIDDER’S/ PROPOSER’S QUALIFICATIONS (Page 1 of 2)** ............... 31
<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.0</td>
<td>Authorization for Information</td>
<td>33</td>
</tr>
<tr>
<td>4.0</td>
<td>Customer Reference Listing</td>
<td>34</td>
</tr>
<tr>
<td>5.0</td>
<td>Price Proposal Form (Page 1 of 2)</td>
<td>35</td>
</tr>
</tbody>
</table>

A. General Terms | 37   |
1. Assignment | 37   |
2. Advertising | 37   |

Attachment A - ADA Eligibility Excerpts | 38   |

Categories of Eligibility | 50   |

B. Federal Terms and Conditions | 53   |
1. Energy Conservation Requirements | 53   |
2. Access to Records and Reports | 53   |
3. Federal Changes | 54   |
4. No Government Obligation to Third Parties | 54   |
5. Program Fraud and False or Fraudulent Statements | 55   |
6. Termination | 55   |
7. Civil Rights Requirements | 56   |
8. Disadvantaged Business Enterprise (DBE) | 58   |
9. Incorporation of Federal Transit Administration (FTA) Terms | 59   |
10. Special Notification Requirements for States | 59   |

C. Certifications and Representations | 59   |
1. Certification Regarding Comptroller General’s List of Ineligible Proposers | 59   |
2. Program Fraud and False or Fraudulent Statements and Related Acts | 62   |
3. Contractor Debarment Certification | 63   |
4. Contractor Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction | 64   |
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 **February 7, 2020, 4:30PM Central Daylight Savings Time, Friday**, for ADA Paratransit Eligibility Assessment Services as described in this Request For Proposal (RFP) document. Proposals received after the date and time specified above shall be considered late proposals and shall not be considered.

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:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposal Released</td>
<td>January 3, 2020</td>
</tr>
<tr>
<td>Advertisement</td>
<td>January 10 &amp; January 12 2020</td>
</tr>
<tr>
<td>Deadline for Questions Regarding the RFP</td>
<td>January 16, 2020 @ 4:30PM</td>
</tr>
<tr>
<td>Response to questions</td>
<td>January 24, 2019</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>February 7, 2019 @ 4:30PM</td>
</tr>
<tr>
<td>Interviews (if deemed necessary)</td>
<td>Week of February 10th (TBD)</td>
</tr>
<tr>
<td>Contract Award</td>
<td>February 25, 2020 NOON</td>
</tr>
</tbody>
</table>
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 4:30PM Central Daylight Savings Time on February 25, 2020.

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 January 24, 2020 @ 4:30PM.

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 jwhooser@tulsatransit.org. Email is the preferred method of asking questions.

15. PRICING / QUANTITY

Tulsa Transit wishes to contract for a firm to perform functional assessments and make eligibility recommendations for those seeking ADA eligibility and paratransit services for a period of three (3) years with one (2) year option.

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 BACKGROUND

Introduction

The Metropolitan Tulsa Transit Authority (Tulsa Transit) is soliciting Proposals to provide Americans with Disabilities Act (ADA) Complementary Paratransit Eligibility Certification Evaluation Services. Tulsa Transit provides fixed route and complementary paratransit transportation services to the citizens of Tulsa. The ADA of 1990 and its implementing federal regulations established categories of persons who are eligible to receive paratransit services complementary to fixed-route bus services. The ADA regulations state the following people are paratransit eligible:

1. Any person with a disability who is unable, as the result of a physical or mental impairment (including a vision impairment), and without the assistance of another person (except the operator of the wheelchair lift), to board, ride, or disembark from a lift-equipped bus.

2. Any person with a disability who is able to use a lift-equipped bus, but for whom the desired trip cannot be made because the fixed route they want to ride is not operated by a lift-equipped bus (Tulsa Transit’s fixed-route service is 100% accessible) or if a vehicle’s lift or boarding device cannot be deployed at the stop which they want to use.

3. Any person with a disability who has a specific impairment-related condition which prevents them from traveling to or from a bus stop.

a. Only a specific impairment-related condition which prevents the individual from traveling to or from a bus stop is a basis for eligibility under this criterion. A condition which makes traveling to or from a bus stop more difficult for a person
with a specific impairment-related condition than for an individual who does not have the condition, but does not prevent the bus travel, is not a basis for eligibility under this criterion.

b. Architectural barriers not under the control of the District and environmental barriers (e.g. distance, terrain, weather) do not, alone, form a basis for eligibility. However, the interaction of such barriers with an individual’s specific impairment-related condition may form a basis for eligibility, if the effect is to prevent the individual from traveling to or from a bus stop.

The ADA mandates that each public entity operating a fixed route transit system provide complementary paratransit service to individuals whose functional disabilities prevent use of accessible fixed route bus and rail systems. The level of service for these individuals is to be comparable to the level of service provided to individuals without disabilities. The paratransit service is intended to be comparable to the fixed route system in specific listed criteria such as days and hours of service, fares, service area, response time, etc. It is to serve strictly defined categories of individuals with functional disabilities as described in this document.

Public transportation providers who operate complementary paratransit service are required to establish an ADA paratransit eligibility process that strictly limits eligibility to individuals who are specified under the aforementioned ADA eligibility standards. The functional capabilities of applicants may vary with circumstances such as weather conditions, terrain, and travel training availability. The existence of these conditions can allow for trip-by-trip eligibility by applying ADA eligibility standards to individual trip requests. Additionally, ADA regulations specify that recertification may be required at reasonable intervals.

Tulsa Transit is seeking Proposals from qualified firms to perform functional assessments and make eligibility recommendations for those seeking ADA eligibility and paratransit services. The Contractor shall be responsible for establishing, maintaining, and carrying out procedures for the processing and certification of such new applications (see Attachment D Tulsa APP 2014) for ADA paratransit eligibility and applications for recertification during the contract period and any extensions thereof.

Currently Tulsa Transit certifies for a period of up to four years. Consideration is being given to increasing the number of years of certification up to five years. Certifications are granted for a period of up to one year when the applicant’s disability is of a temporary nature. Depending upon their functional abilities, some customers are granted “automatic recertification” status. See Attachment D for the number of certifications during Fiscal Year 2013-14.

Successful vendors will meet or exceed the standards set forth in the ADA for determining paratransit eligibility as well as adhere to the all requirements outlined in this Request for Proposals. Successful candidates will demonstrate an ability to follow all standards outlined in
DOT 49 CFR Part 37, Subpart F, and Section 37.123 ADA Paratransit Eligibility Standards and this Request for Proposals to determine paratransit eligibility recommendations.

SCOPE OF SERVICES

I. A. ORGANIZATION

As the public operator of fixed route public transit in the Tulsa area, Tulsa Transit is required by the ADA to provide complementary paratransit or other special service for persons with disabilities who are unable to use the fixed route bus service. Tulsa Transit has an established process that certifies persons with disabilities who may qualify for the program. Since the service begins and ends with eligibility, it is essential that the process continues to be implemented in a professional, sensitive, and efficient manner.

J. B. CERTIFICATION PROCESS

1. Tulsa Transit Staff Duties
   A. Develop and/or approve ADA paratransit eligibility policies and procedures.
   B. In coordination with Contractor, develop and/or approve applications for paratransit service, professional verification forms (see Attachment E “TULSA HP 2014”), functional assessment requirements, and appeal procedures.
   C. Respond to telephone inquiries from potential applicants for ADA paratransit eligibility.

2. Obtaining an Application
   Individuals who are interested in becoming eligible to utilize Tulsa Transit's ADA paratransit services are required to complete an application form, including a professional verification form. A person must be able to request an application for ADA paratransit service by telephoning the Contractor and having an application send via mail, or can apply via an on-line application.

3. Submission of Application
   Contractor will be responsible for assisting potential applicants in completing the application process. Applicants will submit their completed applications to the Contractor on-line or via mail. The information will be reviewed by the Contractor’s staff for completeness. Contractor will notify the applicant of any missing or incomplete information and provide support to applicants in order to complete the forms correctly.
4. Assessment
   Once a completed application, including professional verification form has been received, the Contractor will review the information submitted and complete a functional assessment.

5. Determination of ADA Paratransit Eligibility
   Applicants will be determined ADA paratransit eligible in one of the following three categories:

   **Unconditional**  
   An individual who cannot use the fixed route bus system on a regular basis under any conditions.

   **Conditional**  
   An individual who may use the fixed route for certain trips but not others, or under certain environmental conditions and not others may be eligible on a trip-by-trip basis. Or an individual who has strength and endurance issues, good days and bad days that may use the fixed route bus system on good days, but not on a bad day may be eligible on a conditional basis.

   **Temporary**  
   An individual who, for a limited period of time, cannot independently use the fixed route bus system either due to a temporary disability or where the applicant has an identified treatment plan expected to increase their functional mobility within a short period of time.

   An individual who does not reside in Tulsa Transit’s jurisdictional service area, who presents documentation from their home jurisdictions’ paratransit system, or proof of residence somewhere else and acceptable proof of the disability, will be eligible to use paratransit services.

7. Mailing of Determination Letters to Applicants
   If certified, Contractor will mail the applicant a personalized letter with eligibility status, along with a *Guide to Paratransit Services*, no later than 21 days from receipt of all completed forms. If the applicant is determined ineligible, Contractor will mail a personalized denial letter to the applicant with an explanation of the reason for denial and an explanation of the right to appeal.

**K. C. REPORTING AND RECORD KEEPING**

All reports must be kept confidential except to Tulsa Transit staff and as legally required under HIPPA and Oklahoma Code. Required reporting must be available electronically.
By the 15th day of each month, along with an invoice, Contractor will be required to submit monthly printed reports. Monthly reports shall include the following information from the previous month:

A. Completed applications, by client name, during the month including eligibility status and specifying either recertification or new.

B. Number of applications in progress.

C. Eligibility by Disability report by specified date range.

D. Other appropriate reports as requested.

The Contractor will transfer original certification records to Tulsa Transit with the following information:

A. Unique Customer ID

B. Type, such as new or recertification

C. Category of disability

D. Name, address, daytime phone, evening phone, and TTD

E. Date of birth and gender

F. Certification dates: Start date and expiration date

G. Eligibility type

H. PCA eligibility status

I. Barriers and restricted destinations

J. Mobility device

K. Emergency contact information

Pending files will be maintained by the Contractor. Tulsa Transit will be responsible for entering customer information into Tulsa Transit’s Trapeze software database.
L. D. ADDITIONAL RESPONSIBILITIES

In addition to responsibilities identified elsewhere in the Scope of Work, the following responsibilities are additionally identified, but not limited to:

A. Establish a method of accurately and efficiently transferring existing client data from the current contractor to Contractor’s proposed data system.

B. Work with Tulsa Transit to establish overall certification procedures that conform to federal ADA requirements. These procedures should allow the Contractor to accept qualified applicants under ADA guidelines, while denying certification to those who do not meet the criteria. It is reasonable to expect denials. Tulsa Transit may require explanations for any month with an unusually low (less that 5%) denial rate.

C. Make any revision or enhancements to Tulsa Transit client certification applications forms or letters (subject to Tulsa Transit’s approval) for improved clarity and ease of use.

D. Assist clients with all certification forms.

E. Process new and certification renewals consistent with the above-stated procedures.

F. Establish procedure for and the transfer of data to Tulsa Transit Call Center on a daily basis or not less than twice weekly.

G. Establish methods to secure, back up, and store confidential customer data.

H. Submit documented billings for services and required reporting on a monthly basis.

I. With Notification of Certification, mail copies of Tulsa Transit Guide to Paratransit Services and any other informational notices or riders alerts.

J. Testify in court if required.

M. E. TULSA TRANSIT OVERSIGHT AND MANAGEMENT

Contractor performance and day-to-day oversight of Certification Contractor will be conducted by Tulsa Transit’s Call Center Manager or her/his designee.

N. F. CHANGES TO CERTIFICATION PROCESS
During the term of this Agreement, including any extensions thereof, Tulsa Transit may choose to implement changes to the ADA paratransit certification processes or forms described herein for the benefit of Tulsa Transit and its ADA program. In such event, Tulsa Transit shall provide Contractor with a description of the changes to be implemented, including any modification of the Contractor's requirements and responsibilities related to such change and the timing thereof. The Contractor will make all necessary modifications and adjustments subject to Tulsa Transit final approval.

**O. G. ADA CERTIFICATION SERVICE REQUIREMENTS**

The following pages describe in detail all the requirements for staffing, training, facilities, equipment, processing applications, reporting, and Contractor performance standards.

1. **Staff Requirements**
   Contractor shall provide the necessary management and qualified staff to satisfy the tasks and requirements of this Scope of Work. Contractor shall provide training of qualified staff, capable of performing all assessment activities under the supervision of a licensed physical therapist, occupational therapist, ophthalmologist, or certified independent living counselor. The following management and staffing requirements are minimums and Contractor shall exceed these where necessary to accomplish the specified Scope of Work. Proposed changes in key personnel and/or job duties are subject to prior review and approval by Tulsa Transit. Contractor shall submit a resume to Tulsa Transit for any proposed replacement candidate and an interview of the proposed replacement candidate may be required.

   A. **Project Manager**

   (1) The Project Manager will be the person in charge of all management and day-to-day operations of the Contractor on behalf of Tulsa Transit. The Project Manager must maintain consistent and sufficient contact and communications with Tulsa Transit. Tulsa Transit intends that this communication shall establish a working partnership to ensure Tulsa Transit's ADA eligibility certification process works effectively and efficiently to the benefit of ADA applicants and from the perspective of both Tulsa Transit and the Contractor.

   (2) Project Manager will demonstrate, by decision and action, competency in all aspects of Tulsa Transit's ADA eligibility certification process. The Project Manager must be knowledgeable about ADA rules, regulations, and compliance regarding eligibility and certification. The Project Manager will function as line supervisor of all Contractor staff assigned to Tulsa Transit's
project. The responsibilities of the Project Manager include, but are not limited to:

a. Ensure the availability of a responsible individual with decision-making authority by phone or in person during the hours of 9:00 am to 6:00 p.m. (CST), Monday through Friday excluding Tulsa Transit holidays.

b. Recruit, select, hire, and train appropriate staff to satisfy the requirements of this Scope of Work.

c. Assign personnel to perform the tasks specified in this Scope of Work.

d. Administer the eligibility certification process, including the review of applications, functional assessments, in-person functional assessments following an appeal, preparation of correspondence to applicants, documentation of certification findings and the basis for recommended determinations.

e. Attend meetings as Tulsa Transit may require, including, but not limited to, a biannual meeting or meetings “as needed” with Tulsa Transit's supervisory staff.

f. Prepare and submit Contractor's monthly invoice for certification services.

g. Prepare and submit monthly reports and other reports as may be requested by Tulsa Transit.

h. Work with Tulsa Transit staff to develop any improvements to the ADA eligibility certification process as determined appropriate to ensure an effective and efficient process.

B. Certification Staff
Contractor shall recruit, hire, train, and employ such qualified staff as are required to meet the requirements specified herein for the administration and conduct of Tulsa Transit's ADA eligibility certification process. Personnel assigned to administer and conduct Tulsa Transit's certification process shall have the appropriate education, licensing and certification, and experience to perform the functions of their assigned positions, including, but not limited to:

(1) Related experience with regard to the functional assessment of persons with disabilities along with experience working with persons with disabilities.
(2) Supervisory experience as appropriate to their job assignments.

(3) Familiarity with Tulsa Transit public transit, LIFT paratransit services, and the functional abilities needed to use these public transportation services.

(4) Familiarity with Tulsa Transit fixed route system and environment, system map, and bus stop locations. Staff must maintain a working knowledge of Tulsa Transit operational policies.

(5) Ability to work well with persons with disabilities.

(6) Good written and oral communications skills.

(7) Knowledge of ADA complementary paratransit regulations, including, but not limited to, the regulatory definition of ADA paratransit eligibility found in the ADA Regulations in 49 CFR Part 37, Section 37.123.

(8) Thorough familiarity with Tulsa Transit’s ADA paratransit eligibility certification process and competence in making determinations of ADA eligibility in compliance with federal, state, county, and Tulsa Transit laws, regulations, and policies.

Also, please refer to Core Competencies outlined in Attachment F.

2. **Staffing Policies**

   A. **Assignment of Contractor Staff to Tulsa Transit Certification**

   To promote coordination between Tulsa Transit and Contractor, certification services for Tulsa Transit shall be assigned to a limited number of designated Contractor staff sufficient to provide these services under normal circumstances. Names of the designated staff and any changes to this staffing shall be provided to Tulsa Transit in writing.

   B. **Turn-Over**

   Contractor shall take appropriate steps and actions to minimize the turnover of employees assigned to this Agreement and to minimize the impact of such turnover as it occurs.

   C. **Removal of Employees**
Tulsa Transit may require that any Contractor employee assigned to provide services under this Agreement be removed from work on Tulsa Transit's project for cause. Tulsa Transit may require immediate removal if, in its determination, this is warranted by the circumstances.

D. Staffing Policies

Tulsa Transit will notify the Contractor's Project Manager, in writing, of any employee determined to be unsuitable for assignment to Tulsa Transit's project and shall provide documentation as to the basis for this determination. Unless Tulsa Transit is requiring immediate reassignment, within five (5) business days of receipt of such notice Contractor shall, at its sole discretion, either propose to replace the employee or present to Tulsa Transit a plan for correcting the employee's performance deficiencies within a 30-day period thereafter. If either Tulsa Transit rejects the plan or the employee's performance deficiencies are not corrected to Tulsa Transit's satisfaction within the 30-day plan period, the Contractor shall immediately replace the employee.

E. Language

Contractor must have a plan in place to process applications submitted in Spanish and to provide translation services for Spanish-speaking applicants and hearing-impaired persons who use sign language.

3. Training of Certification Personnel

A. All training of Contractor staff shall be the responsibility of the Contractor. Contractor shall develop and provide a training program sufficient to meet the transportation, Americans with Disabilities Act, and eligibility certification requirements as stated under Section G. 1. B. Certification Staff. The Contractor's training program shall be reviewed and approved by Tulsa Transit staff prior to implementation.

B. Prior to assignment to Tulsa Transit's project, each employee shall receive, at a minimum, the following training:

1. Contractor's training program as described above.

2. Tulsa Transit orientation on LIFT Program services, policies, and procedures, to be provided by Tulsa Transit staff.
(3) Tulsa Transit orientation on fixed-route services, policies, and procedures, to be provided by Tulsa Transit staff.

(4) Training in sensitivity issues regarding working with persons with disabilities. All Contractor staff involved in the certification process or coming into contact with applicants, including the Contractor's Project Manager, shall receive this training to be provided by the Contractor. Proof of such training shall be documented and available for inspection by Tulsa Transit.

P. H. COMMUNICATIONS SYSTEMS

The Contractor shall be responsible for providing, installing, and maintaining communications systems for support and conduct of the services described herein. At a minimum, these communications systems shall consist of:

1. **Applicant Telephone Services**
   Toll-free voice telephone services shall be provided for certification inquiries and return of calls from Contractor staff to applicants, their guardians, and/or health care providers. Contractor shall obtain, install, and maintain a phone number accessing sufficient telephone lines to result in callers receiving a busy signal on no more than ten (10%) percent of all attempted phone calls at peak call times.

2. **Telephone Accessibility for the Deaf**
   In addition to voice telephone services, the Contractor shall provide and maintain telephone accessibility to the hearing disabled during all normal hours of certification office operation.

3. **Facsimile Machine**
   For the purpose of expedient transmission of reports, documents, and other communications between Tulsa Transit and Contractor, Contractor will provide a plain paper facsimile (FAX) machine installed on a dedicated telephone line. This FAX machine will be installed and operational in the Contractor’s office facility no later than one week prior to initiation of services under this Agreement and shall be promptly repaired or replaced in the event of equipment failure so that FAX service is reestablished within one business day.

4. **Computer Systems**
   Contractor shall provide any and all computer hardware and software necessary for the provision and support of services provided pursuant to this Agreement. Tulsa Transit currently uses Trapeze Software Group, Inc. “PASS” software and hardware for ADA Paratransit reservations and dispatch, Windows PC compatible software, Office 2003 suite, and Outlook for electronic mail. All documents, reports, and forms
prepared for submission to Tulsa Transit or for use in conjunction with the certification services provided pursuant to this Agreement shall be prepared with compatible hardware/software and shall be submitted in electronic form as well as hard copy.

Contractor shall provide all on-line applications in an accessible format for persons with visual disabilities.

I. RECERTIFICATION NOTIFICATION LETTERS

Contractor will be responsible for mailing out recertification letters 60-90 days prior to the applicant’s expiration date. This letter will explain the recertification process as well as the applicant’s need to update his/her subscription service prior to the expiration date to ensure continuation of service without interruption.

J. ADA ELIGIBILITY APPLICATION PROCESSING

Contractor shall be responsible for processing of applications to determine and make recommendations on each applicant’s eligibility in accordance with the Americans with Disabilities Act and Tulsa Transit policy. Contractor shall develop, implement, and follow procedures to accomplish the processing of certification applications, including, but not limited to:

1. Eligibility Determination
   The determination of eligibility shall be based on the applicant’s functional abilities to independently utilize public fixed route transit services as indicated by review of the information provided in the application and in-person functional assessments (in the event of appeal). Determinations shall be made by professionals with information about the applicant’s disability. It is expected the Contractor will follow a process generally as follows:

   A. Application Review for Completeness

   The Contractor will review all applications to determine completeness. If the application is not complete, the Contractor may contact the applicant to obtain missing information, or return the application if a substantial portion of the application is incomplete. The application will be returned in all cases when the application is not signed by the applicant and/or guardian.

   Contractor shall attempt to contact applicants by telephone or TDD a minimum of three (3) occasions, on different days and at different times of day. Each attempt shall be noted on the application as to day and time. If the Contractor has been
unsuccessful in contacting the applicant after three attempts, Contractor staff shall attempt to contact the applicant through the "Emergency Contact" indicated on the application. If the Contractor is unsuccessful in contacting the Emergency Contact or, after a period of five (5) days from such contact, the applicant has not made contact with the Contractor, the Contractor shall prepare and mail an Ineligible letter to the applicant. If, by a date ten (10) business days from the date of the Ineligible letter, the applicant has not contacted the Contractor, that application shall be marked as "Ineligible/Withdrawn”.

B. Functional Assessment Utilizing Completed Application and Professional Verification Form

Professionals familiar with the applicant’s disability will complete a functional assessment of the applicant utilizing the application and professional verification form. The applicant will be determined to be unconditionally eligible, conditionally eligible, or ineligible.

2. Time Requirements for Processing

A. The ADA Regulations specify that "If, by a date 21 days following the submission of a completed application, the entity has not made a determination of eligibility, the applicant shall be treated as eligible and provided service until and unless the entity denies the application." A completed application will be defined as an application that has been completely filled out by the applicant and a Professional Verification Form that has been completely filled out by the health care provider.

B. To enable Tulsa Transit to comply with the ADA’s "21-Day Rule," (149 CFR 37 Section 37.125 (c)) the Contractor shall process, make a determination recommendation, document, prepare the applicant determination letter and transmit all required documentation to the applicant no later than the 17th calendar day from the date on which the application was accepted by the Contractor as complete, with the days counted as follows:

(1) **Day 1** is the date stamped by Contractor staff on an application indicating that the form is complete and properly signed by the applicant.

(2) **Delays in Processing Not Due to Contractor**: the counting of days shall be temporarily stopped on the day Contractor staff completes the notification requirements and has been unable to reach the applicant. The counting of days starts again when telephone contact is made.
(3) **Documentation of Determination Timeliness**: A clear process to document and monitor the number of days as described above shall be approved by Tulsa Transit and implemented by the Contractor.

3. **In-Person Assessments**
   In the event a customer files an appeal following the Contractor’s paratransit eligibility determination, the Contractor will conduct an in-person functional assessment within Tulsa Transit’s service area. The Contractor, if not local, must provide a locally trained professional evaluation team. The Contractor will work with Tulsa Transit staff to schedule trips for the customer to the assessment facility. From the date the appeal is received by the Contractor, the assessment must be completed and all actions taken within 60 days.

**K. DOCUMENTATION AND REPORTING**

1. **Documentation of Eligibility Determination**
   The Contractor shall fully document the processing of each application, the assessment findings, and determination of eligibility, conditions of eligibility, or ineligibility for LIFT Program services. All documentation will be written or typed so it can be read easily and understood by Tulsa Transit staff and applicants. Contractor shall be responsible for:

   A. **Completed Evaluation**

   Contractor shall be responsible for completing an evaluation for each application processed and/or assessed. Each "completed evaluation" shall include documentation of the full and complete answers to each pertinent evaluation question noted by the Contractor staff conducting the analysis, a detailed written explanation of the basis for the Contractor's determination, and the eligibility recommendation.

   B. **Determination Letters**

   (1) The Contractor shall be responsible for the preparation of Letters of Determination to be sent to each applicant notifying them of the determination made on their application for ADA paratransit eligibility. Tulsa Transit shall work with the Contractor to determine the format and text for the determination letters to be prepared by the Contractor and sent to each applicant.
(2) It should be noted that all correspondence prepared by Contractor on behalf of Tulsa Transit and information materials shall be approved by Tulsa Transit prior to use.

2. Monthly Certification Report

On a monthly basis, Contractor shall prepare a Monthly Certification Report which shall be submitted, to Tulsa Transit with the monthly invoice on or before the 15th business day of the following month. The Monthly Certification Report shall include at a minimum:

The data on completed determinations and applications in progress

A. A daily roster of individuals for whom an eligibility determination was completed and those applications still in progress during the month, listing the following data:

(1) Applicant name

(2) LIFT Program identification number

(3) Date of completed determination

(4) Recommended eligibility

(5) Name of Contractor's certification analyst who completed the determination

(6) Invoice amount/fees

B. Such other data and reporting as may be requested by Tulsa Transit. Modifications and additions to the recommended reporting may be proposed by Contractor and are subject to approval by Tulsa Transit.

3. Attendance at Meetings
Contractor's Project Manager and, as appropriate, designated certification staff shall attend meetings with Tulsa Transit as requested to review the ADA certification process and Contractor performance, to identify areas for analysis and improvement, and to effect training of and coordination between Tulsa Transit and Contractor staff.

4. Customer Comments/Complaints
A. All applicants and other individuals contacting the Certification Contractor wishing to make a comment on the ADA eligibility certification process shall be referred by Contractor staff to Tulsa Transit’s Call Center at (918) 582-2100.

B. Comments received by the Call Center will be tracked and forwarded to the Contractor for investigation and response. Customer comment responses must be submitted to Tulsa Transit’s Certification Administrator, in writing, within five business days.

5. **Retention of Files and Records**
   All files and records relating to the processing of applications and the provision of services under this Agreement shall be stored by the Contractor and accessible online by Tulsa Transit staff. In addition, Tulsa Transit staff must be able to download entire client files. All files and records shall be retained by Contractor for a period of five (5) years. Upon request from Tulsa Transit, such records will be made available at Contractor’s offices during normal business hours.

L. **PERFORMANCE STANDARDS**

Performance standards are included to encourage high quality and effective services and in recognition of the ADA-required time parameters for processing ADA applications. For the initial start up of operation under this contract, Tulsa Transit and Contractor will monitor performance of Contractor against the following performance measures to ensure that standards have been established which are appropriate and fair.

1. **Timely Processing of Applications**
   The Contractor must complete its processing of applications in a timely manner to meet ADA requirements. Each evaluation and completed documentation must be processed within 17 calendar days of receipt of the applications. [See Section IX B. Time Requirements for Processing of this document for a complete discussion of timely processing requirements.]

2. **Completed Documentation**
   The Contractor must ensure that its documentation is complete when submitted to Tulsa Transit. Evaluations not fully documented or which require clarification will be considered incomplete. Each evaluation determined to be incomplete by Tulsa Transit will be returned to the Contractor for completion.
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., February 7, 2020, 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 # 20-2015 ADA Paratransit Eligibility Assessment Services.
- The proposed fee schedule shall be provided by each firm in a separate, sealed envelope and labeled Exhibit A.
- 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. January 16, 2020, 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 January 24, 2020.

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 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.
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 SELECTION PROCEDURE

Selection of the successful proposal shall be generally based on the information provided by the firm in response to the Request for Proposals and any subsequent interviews that may be conducted. Firm 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:

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Fees</strong> Based upon submitted costs and detail of cost allocation – 35%</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td><strong>Experience and Technical Competence</strong> : Must have demonstrated experience in similar projects, understanding of RFP requirements and ability to meet performance goals, compliance with all technical and administrative requirements, financial viability, accounting, and reporting. - 20%</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td><strong>The qualifications and experience of the firm and key personnel</strong> : Qualifications and experience of management and staff and other personnel, comprehensiveness of plan and team’s familiarity of the Americans with Disabilities Act of 1990 and its implications for mass transit, both for fixed route and complementary services – 20%</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td><strong>Approach</strong> : The Proposal shall contain a detailed explanation of the project and not a reiteration of the RFP itself. The information offered should be a compendium of the Proposer’s knowledge of the standards outlined in DOT 49 CFR Part 37, Subpart F, and Section 37.123 ADA Paratransit Eligibility Standards and the Proposers ability to determine paratransit eligibility. Include detailed explanation of how evaluations will be conducted and scored – 25%</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>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 – 5%</td>
<td></td>
</tr>
</tbody>
</table>
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

5.0 Price Proposal Form
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, your 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** __________________________
5.0 PRICE PROPOSAL FORM (Page 1 of 2)

REQUEST FOR PROPOSALS

Enter below the proposed price for each of the work phases described in the Scope of Work, Section IV. Prices shall include direct costs, indirect costs, and profits. Tulsa Transit's intention is to award a firm-fixed price contract. Please denote the basis on which the prices are quoted.

First Three Years: March 1, 2020 through February 28, 2023

<table>
<thead>
<tr>
<th>Monthly Fixed Cost</th>
<th>$________</th>
</tr>
</thead>
</table>

Option Years: March 1, 2023 through February 28, 2025

<table>
<thead>
<tr>
<th>Monthly Fixed Cost</th>
<th>$________</th>
</tr>
</thead>
</table>

A. Cost Proposal Content (in separate envelope)

A description of the budget should be provided, including total costs and/or billing rates for service, staff, time, equipment, and materials. Provide a complete, comprehensive cost breakdown used in arriving at the pricing formula for required services. This must include equipment, supplies, materials, and services, as well as staffing, which describes numbers of supervisory staff and personnel which will be needed for the scope of services.

B. The proposed facility for in-person assessments in the event of an appeal is:

Stand-alone facility  ____
Part of or sub-leased from a larger facility  ____
Other  ____

(Please briefly describe facility)

___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________

C. I acknowledge receipt of Tulsa Transit’s RFP to provide ADA Paratransit Eligibility Assessment Services and Addenda No. (s)________________
PRICE PROPOSAL FORM (Page 2 of 2)

D. This offer shall remain firm for ________ days from the date of Proposal. (Minimum 120 days)

COMPANY NAME:  ______________________________________________________

ADDRESS:  _____________________________________________________________

TELEPHONE:  _____________________________________________________________

____________________________________________________

SIGNATURE OF PERSON AUTHORIZED TO BIND OFFEROR

SIGNATURE'S NAME:  _____________________________________________________________

TITLE:  ________________________________________________________________

DATE SIGNED:  ____________________________________________________________
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.
ATTACHMENT A - ADA ELIGIBILITY EXCERPTS

Sec. 37.121  Requirement for comparable complementary paratransit service.

(a) Except as provided in paragraph (c) of this section, each public entity operating a fixed route system shall provide paratransit or other special service to individuals with disabilities that is comparable to the level of service provided to individuals without disabilities who use the fixed route system.

(b) To be deemed comparable to fixed route service, a complementary paratransit system shall meet the requirements of Secs. 37.123-37.133 of this subpart. The requirement to comply with Sec. 37.131 may be modified in accordance with the provisions of this subpart relating to undue financial burden.

(c) Requirements for complementary paratransit do not apply to commuter bus, commuter rail, or intercity rail systems.

Sec. 37.123  ADA paratransit eligibility: Standards.

(a) Public entities required by Sec. 37.121 of this subpart to provide complementary paratransit service shall provide the service to the ADA paratransit eligible individuals described in paragraph (e) of this section.

(b) If an individual meets the eligibility criteria of this section with respect to some trips but not others, the individual shall be ADA paratransit eligible only for those trips for which he or she meets the criteria.

(c) Individuals may be ADA paratransit eligible on the basis of a permanent or temporary disability.

(d) Public entities may provide complementary paratransit service to persons other than ADA paratransit eligible individuals. However, only the cost of service to ADA paratransit eligible individuals may be considered in a public entity's request for an undue financial burden waiver under Sections 37.151-37.155 of this part.

(e) The following individuals are ADA paratransit eligible:

(1) Any individual with a disability who is unable, as the result of a physical or mental impairment (including a vision impairment), and without the assistance of another individual (except the operator of a wheelchair lift or other boarding assistance device), to board, ride, or disembark from any vehicle on the system which is readily accessible to and usable individuals with disabilities.

(2) Any individual with a disability who needs the assistance of a wheelchair lift or other boarding assistance device and is able, with such assistance, to board, ride and disembark from any vehicle which is readily accessible to and usable by individuals with disabilities if the individual wants to travel on a route on the system during the hours of operation of the system at a time, or within a reasonable period of such time, when such a vehicle is not being used to provide designated public transportation on the route.
(i) An individual is eligible under this paragraph with respect to travel on an otherwise accessible route on which the boarding or disembarking location which the individual would use is one at which boarding or disembarking from the vehicle is precluded as provided in Sec. 37.167(g) of this part.

(ii) An individual using a common wheelchair is eligible under this paragraph if the individual’s wheelchair cannot be accommodated on an existing vehicle (e.g., because the vehicle’s lift does not meet the standards of part 38 of this title), even if that vehicle is accessible to other individuals with disabilities and their mobility wheelchairs.

(iii) With respect to rail systems, an individual is eligible under this paragraph if the individual could use an accessible rail system, but-- (A) there is not yet one accessible car per train on the system; or (B) key stations have not yet been made accessible. (C) Any individual with a disability who has a specific impairment-related condition which prevents such individual from traveling to a boarding location or from a disembarking location on such system.

(i) Only a specific impairment-related condition which prevents the individual from traveling to a boarding location or from a disembarking location is a basis for eligibility under this paragraph. A condition which makes traveling to boarding location or from a disembarking location more difficult for a person with a specific impairment-related condition than for an individual who does not have the condition, but does not prevent the travel, is not a basis for eligibility under this paragraph.

(ii) Architectural barriers not under the control of the public entity providing fixed route service and environmental barriers (e.g., distance, terrain, weather) do not, standing alone, form a basis for eligibility under this paragraph. The interaction of such barriers with an individual’s specific impairment-related condition may form a basis for eligibility under this paragraph, if the effect is to prevent the individual from traveling to a boarding location or from a disembarking location.

(f) Individuals accompanying an ADA paratransit eligible individual shall be provided service as follows:

(1) One other individual accompanying the ADA paratransit eligible individual shall be provided service--

(i) If the ADA paratransit eligible individual is traveling with a personal care attendant, the entity shall provide service to one other individual in addition to the attendant who is accompanying the eligible individual;

(ii) A family member or friend is regarded as a person accompanying the eligible individual, and not as a personal care attendant, unless the family member or friend registered is acting in the capacity of a personal care attendant;

(2) Additional individuals accompanying the ADA paratransit eligible individual shall be provided service, provided that space is available for them on the paratransit vehicle carrying the ADA paratransit eligible individual and that transportation of the additional individuals will not result in a denial of service to ADA paratransit eligible individuals;

(3) In order to be considered as ‘‘accompanying’’ the eligible individual for purposes of this paragraph (f), the other individual(s) shall have the same origin and destination as the eligible individual.
Sec. 37.125  ADA paratransit eligibility: Process.

Each public entity required to provide complementary paratransit service by Sec. 37.121 of this part shall establish a process for determining ADA paratransit eligibility.

(a) The process shall strictly limit ADA paratransit eligibility to individuals specified in Sec. 37.123 of this part.

(b) All information about the process, materials necessary to apply for eligibility, and notices and determinations concerning eligibility shall be made available in accessible formats, upon request.

(c) If, by a date 21 days following the submission of a complete application, the entity has not made a determination of eligibility, the applicant shall be treated as eligible and provided service until and unless the entity denies the application.

(d) The entity's determination concerning eligibility shall be in writing. If the determination is that the individual is ineligible, the determination shall state the reasons for the finding.

(e) The public entity shall provide documentation to each eligible individual stating that he or she is “ADA Paratransit Eligible.” The documentation shall include the name of the eligible individual, the name of the transit provider, the telephone number of the entity’s paratransit coordinator, an expiration date for eligibility, and any conditions or limitations on the individual’s eligibility including the use of a personal care attendant.

(f) The entity may require recertification of the eligibility of ADA paratransit eligible individuals at reasonable intervals.

(g) The entity shall establish an administrative appeal process through which individuals who are denied eligibility can obtain review of the denial.

(1) The entity may require that an appeal be filed within 60 days of the denial of an individual’s application.

(2) The process shall include an opportunity to be heard and to present information and arguments, separation of functions (i.e., a decision by a person not involved with the initial decision to deny eligibility), and written notification of the decision, and the reasons for it.

(3) The entity is not required to provide paratransit service to the individual pending the determination on appeal. However, if the entity has not made a decision within 30 days of the completion of the appeal process, the entity shall provide paratransit service from that time until and unless a decision to deny the appeal is issued.

(h) The entity may establish an administrative process to suspend, for a reasonable period of time, the provision of complementary paratransit service to ADA eligible individuals who establish a pattern or practice of missing scheduled trips.

(1) Trips missed by the individual for reasons beyond his or her control (including, but not limited to, trips which are missed due to operator error) shall not be a basis for determining that such a pattern or practice exists.

(2) Before suspending service, the entity shall take the following steps:

(i) Notify the individual in writing that the entity proposes to suspend service, citing with specificity the basis of the proposed suspension and setting forth the proposed sanction.

(ii) Provide the individual an opportunity to be heard and to present information and arguments;
(iii) Provide the individual with written notification of the decision and the reasons for it.

(3) The appeals process of paragraph (g) of this section is available to an individual on whom sanctions have been imposed under this paragraph. The sanction is stayed pending the outcome of the appeal.

(i) In applications for ADA paratransit eligibility, the entity may require the applicant to indicate whether or not he or she travels with a personal care attendant.

CONSTRUCTION AND INTERPRETATION OF PROVISIONS OF 49 CFR PART 37
§37.123 ADA Paratransit Eligibility – Standards General Provisions

This section sets forth the minimum requirements for eligibility for complementary paratransit service. All fixed route operators providing complementary paratransit must make service available at least to individuals meeting these standards. The ADA does not prohibit providing paratransit service to anyone. Entities may provide service to additional persons as well. Since only service to ADA eligible persons is required by the rule, however, only the costs of this service can be counted in the context of a request for an undue financial burden waiver.

When the rule says that ADA paratransit eligibility shall be strictly limited to persons in the eligible categories, then, it is not saying that entities are in any way precluded from serving other people. It is saying that the persons who must be provided service, and counting the costs of providing them service, in context of an undue burden waiver, are limited to the regulatory categories.

Temporary Disabilities

Eligibility may be based on a temporary as well as a permanent disability. The individual must meet one of the three eligibility criteria in any case, but can do so for a limited period of time. For example, if an individual breaks both legs and is in two casts for several weeks, becomes a wheelchair user for the duration, and the bus route that would normally take him to work is not accessible, the individual could be eligible under the second eligibility category. In granting eligibility to such a person, the entity should establish an expiration date for eligibility consistent with the expected end of the period disability.

Trip-by-Trip Eligibility

A person may be ADA paratransit eligible for some trips but not others. Eligibility does not inhere in the individual or his or her disability, as such, but in meeting the functional criteria of inability to use the fixed route system established by the ADA. This inability is likely to change with differing circumstances. For example, someone whose impairment-related condition is a severe sensitivity to temperatures below 20 degrees is not prevented from using fixed route transit when the temperature is 75 degrees. Someone whose impairment-related condition is an inability to maneuver a wheelchair through snow is not prevented from using fixed route transit when there is no snow on the ground. Someone with a cognitive disability may have
learned to take the same bus route to a supported employment job every day. This individual is able to navigate the system for work purposes and therefore would not be eligible for paratransit for work trips. But the individual may be unable to get to other destinations on the bus system without getting lost, and would be eligible for paratransit for non-work trips. Someone who normally drives his own car to a rail system park and ride lot may have a specific impairment related condition preventing him from getting to the station when his car is in the shop. A person who can use accessible fixed route service can go to one destination on an accessible route; another destination would require the use of an inaccessible route. The individual would be eligible for the latter but not the former.

In many cases, though the person is eligible for some trips but not others, eligibility determinations would not have to be made literally on a trip-by-trip basis. It may often be possible to establish the conditions on eligibility as part of the initial eligibility determination process. Someone with temperature sensitivity might be granted seasonal eligibility. Somebody who is able to navigate the system for work but not non-work trips could have this fact noted in his or her eligibility documentation. Likewise, someone with a variable condition (e.g., multiple sclerosis, HIV disease, need for kidney dialysis) could have their eligibility based on the underlying condition, with paratransit need for a particular trip dependent on self-assessment or a set of medical standards (e.g., trip within a certain amount of time after a dialysis session). On the other hand, persons in the second eligibility category (people who can use accessible fixed route service where it exists) would to be given service on the basis of the particular route they would use for a given trip.

Because entities are not precluded from providing service beyond that required by the rule, an entity that believes it is too difficult to administer a program of trip-by-trip eligibility is not required to do so. Nothing prevents an entity from providing all requested trips to a person whom the ADA requires to receive service for only some trips. In this case, if the entity intends to request an undue financial burden waiver, the entity, as provided in the undue burden provisions of this rule, must estimate, by a statistically valid technique, the percentage of its paratransit trips that are mandated by the ADA. Only that percentage of its total costs will be counted in considering the undue burden waiver request.

Category 1 Eligibility

The first eligibility category includes, among others, persons with mental or visual impairments who, as a result, cannot "navigate the system." This eligibility category includes people who cannot board, ride, or disembark from an accessible vehicle "without the assistance of another individual." This means that, if an individual needs an attendant to board, ride, or disembark from an accessible fixed route vehicle (including "navigating the system"), the individual is eligible for paratransit. One implication of this language is that an individual does not lose paratransit eligibility based on "inability to navigate the system" because the individual chooses to travel with a friend on the paratransit system (even if the friend could help the person navigate the fixed route system). Eligibility in this category is based on ability to board, ride,
and disembark independently. Mobility training (e.g., of persons with mental or visual impairments) may help to improve the ability of persons to navigate the system or to get to a bus stop. Someone who is successfully mobility trained to use the fixed route system for all or some trips need not be provided paratransit service for those trips. The Department encourages entities to sponsor such training as a means of assisting individuals to use fixed route rather than paratransit.

Category 2 Eligibility

The second eligibility criterion is the broadest, with respect to persons with mobility impairments, but its impact should be reduced over time as transit systems become more accessible. This category applies to persons, who could use accessible fixed route transportation, but accessible transportation is not being used at the time, and on the route, the persons would travel. This concept is route based, not system based.

Speaking first of bus systems, if a person is traveling from Point A to Point B on route 1, and route 1 is accessible, the person is not eligible for paratransit for the trip. This is true even though other portions of the system are still inaccessible. If the person is traveling from Point A to Point C on route 2, which is not accessible, the person is eligible for that trip. If the person is traveling from point A to Point B on accessible route 1, with a transfer at B to go on inaccessible route 3 to Point D, then the person is eligible for the second leg of the trip. (The entity could choose to provide a paratransit trip from A to D or a paratransit or on-call bus trip from B to D.)

For purposes of this standard, we view a route as accessible when all buses scheduled on the route are accessible. Otherwise, it is unlikely that an accessible vehicle could be provided "within a reasonable period of [a] time" when the individual wants to travel, as the provision requires. We recognize that some systems' operations may not be organized in a way that permits determining whether a given route is accessible, even though a route-by-route determination appears to be contemplated by the statute. In such cases, it may be that category 2 eligibility would persist until the entire system was eligible.

With respect to a rail system, an individual is eligible under this standard if, on the route or line he or she wants to use, there is not yet one car per train accessible or if key stations are not yet accessible. This eligibility remains even if bus systems covering the area served by the rail system have become 100 percent accessible. This is necessary because people use rail systems for different kinds of trips than bus systems. It would often take much more in the way of time, trouble, and transfers for a person to go on the buses of one or more transit authorities than to have a direct trip provided by the rail operator. Since bus route systems are often designed to feed rail systems rather than duplicate them, it may often be true that "you can't get there from here" relying entirely on bus routes or the paratransit service area that parallels them. If the lift on a vehicle cannot be deployed at a particular stop, an individual is eligible for paratransit under this category with respect to the service to the inaccessible stop. If on otherwise accessible route 1, an individual wants to travel from Point A to Point E, and the lift
cannot be deployed at E, the individual is eligible for paratransit for the trip. (On-call bus would not work as a mode of providing this trip, since a bus lift will not deploy at the stop.) This is true even though service from Point A to all other points on the line is fully accessible. In this circumstance, the entity should probably think seriously about working with the local government involved to have the stop moved or made accessible.

When we say that a lift cannot be deployed, we mean literally that the mechanism will not work at the location to permit a wheelchair user or other person with a disability to disembark or that the lift will be damaged if it is used there. It is not consistent with the rule for a transit provider to declare a stop off-limits to someone who uses the lift while allowing other passengers to use the stop. However, if temporary conditions not under the operator’s control (e.g., construction, an accident, a landslide) make it so hazardous for anyone to disembark that the stop is temporarily out of service for all passengers may the operator refuse to allow a passenger to disembark using the lift.

Category 3 Eligibility

The third eligibility criterion concerns individuals who have a specific impairment-related condition which prevents them from getting to or from a stop or station. As noted in the legislative history of the ADA, this is intended to be a "very narrow exception" to the general rule that difficulty in traveling to or from boarding or disembarking locations is not a basis for eligibility.

What is a specific impairment-related condition? The legislative history mentions four examples: chronic fatigue, blindness, a lack of cognitive ability to remember and follow directions, or a special sensitivity to temperature. Impaired mobility, severe communications disabilities (e.g., a combination of serious vision and hearing impairments), cardiopulmonary conditions, or various other serious health problems may have similar effects. The Department does not believe that it is appropriate, or even possible, to create an exhaustive list. What the rule uses as an eligibility criterion is not just the existence of a specific impairment-related condition. To be a basis for eligibility, the condition must prevent the individual from traveling to a boarding location or from a disembarking location. The word "prevent" is very important. For anyone, going to a bus stop and waiting for a bus is more difficult and less comfortable than waiting for a vehicle at one’s home. This is likely to be all the more true for an individual with a disability. But for many persons with disabilities, in many circumstances, getting to a bus stop is possible. If an impairment related condition only makes the job of accessing transit more difficult than it might otherwise be, but does not prevent the travel, then the person is not eligible.

For example, in many areas, there are not yet curb cuts. A wheelchair user can often get around this problem by taking a less direct route to a destination than an ambulatory person would take. That involves more time, trouble, and effort than for someone without mobility
impairment. But the person can still get to the bus stop. On the basis of these architectural barriers, the person would not be eligible.

Entities are cautioned that, particularly in cases involving lack of curb cuts and other architectural barrier problems, assertions of eligibility should be given tight scrutiny. Only if it is apparent from the facts of a particular case that an individual cannot find a reasonable alternative path to a location should eligibility be granted.

If we add a foot of snow to the scenario, then the same person taking the same route may be unable to get to the bus stop. If it is not the snow alone that stops him; it is the interaction of the snow and the fact that the individual has a specific-impairment related condition that requires him to push a wheelchair through the snow that prevents the travel.

Inevitably, some judgment is required to distinguish between situations in which travel is prevented and situations in which it is merely made more difficult. In the Department's view, a case of "prevented travel" can be made not only where travel is literally impossible (e.g., someone cannot find the bus stop, someone cannot push a wheelchair through the foot of snow or up a steep hill) but also where the difficulties are so substantial that a reasonable person with the impairment-related condition in question would be deterred from making the trip.

The regulation makes the interaction between an impairment-related condition and the environmental barrier (whether distance, weather, terrain, or architectural barriers) the key to eligibility determinations. This is an individual determination. Depending on the specifics of their impairment-related conditions, one individual may be able to get from his home to a bus stop under a given set of conditions, while his next-door neighbor may not.

Companions

The ADA requires entities to provide paratransit to one person accompanying the eligible individual, with others served on a space-available basis. The one individual who is guaranteed space on the vehicle can be anyone --family member, business associate, friend, date, etc. The provider cannot limit the eligible individual's choice of type of companion. The transit Tulsa Transit may require that the eligible individual reserve a space for the companion when the individual reserves his or her own ride. This one individual rides even if this means that there is less room for other eligible individuals. Additional individuals beyond the first companion are carried only on a space available basis; that is, they do not displace other ADA paratransit eligible individuals.

A personal care attendant (i.e., someone designated or employed specifically to help the eligible individual meet his or her personal needs) always may ride with the eligible individual. If there is a personal care attendant on the trip, the eligible individual may still bring a
companion, plus additional companions on a space available basis. The entity may require that, in reserving the trip, the eligible individual reserve the space for the attendant.

To prevent potential abuse of this provision, the rule provides that a companion (e.g., friend or family member) does not count as a personal care attendant unless the eligible individual regularly makes use of a personal care attendant and the companion is actually acting in that capacity. As noted under §37.125, a provider may require that, as part of the initial eligibility certification process, an individual indicate whether he or she travels with a personal care attendant. If someone does not indicate the use of an attendant, then any individual accompanying him or her would be regarded simply as a companion.

To be viewed as "accompanying" the eligible individual, a companion must have the same origin and destination points as the eligible individual. In appropriate circumstances, entities may also wish to provide service to a companion who has either an origin or destination, but not both, with the eligible individual (e.g., the individual's date is dropped off at her own residence on the return trip from a concert).

§37.125 ADA Paratransit Eligibility - Process

This section requires an eligibility process to be established by each operator of complementary paratransit. The details of the process are to be devised through the planning and public participation process of this Subpart. The process may not impose unreasonable administrative burdens on applicants, and, since it is part of the entity's nondiscrimination obligations, may not involve "user fees" or application fees to the applicant.

The process may include functional criteria related to the substantive eligibility criteria of §37.123 and, where appropriate, functional evaluation or testing of applicants. The substantive eligibility process is not aimed at making a medical or diagnostic determination. While evaluation by a physician (or professionals in rehabilitation or other relevant fields) may be used as part of the process, a diagnosis of a disability is not dispositive. What is needed is a determination of whether, as a practical matter, the individual can use fixed route transit in his or her own circumstances. That is a transportation decision primarily, not a medical decision.

The goal of the process is to ensure that only people who meet the regulatory criteria, strictly applied, are regarded as ADA paratransit eligible. The Department recognizes that transit entities may wish to provide service to other persons, which is not prohibited by this rule. However, the eligibility process should clearly distinguish those persons who are ADA eligible from those who are provided service on other grounds. For example, eligibility documentation must clearly state whether someone is ADA paratransit eligible or eligible on some other basis.

Often, people tend to think of paratransit exclusively in terms of people with mobility impairments. Under the ADA, this is not accurate. Persons with visual impairments may be eligible under either the first or third eligibility categories. To accommodate them, all
documents concerning eligibility must be made available in one or more accessible formats, on request. Accessible formats include computer disks, Braille documents, audio cassettes, and large print documents. A document does not necessarily need to be made available in the format a requester prefers, but it does have to be made available in a format the person can use. There is no use giving a computer disk to someone who does not have a computer, for instance, or a Braille document to a person who does not read Braille.

When a person applies for eligibility, the entity will provide all the needed forms and instructions. These forms and instructions may include a declaration of whether the individual travels with a personal care attendant. The entity may make further inquiries concerning such a declaration (e.g., with respect to the individual's actual need for a personal care attendant). When the application process is complete – all necessary actions by the applicant taken -- the entity should process the application in 21 days. If it is unable to do so, it must begin to provide service to the applicant on the 22nd day, as if the application had been granted. Service may be terminated only if and when the entity denies the application. All determinations shall be in writing; in the case of a denial, reasons must be specified. The reasons must specifically relate the evidence in the matter to the eligibility criteria of this rule and of the entity's process. A mere recital that the applicant can use fixed route transit is not sufficient.

For people granted eligibility, the documentation of eligibility shall include at least the following information:

- the individual's name
- the name of the transit provider
- the telephone number of the entity's paratransit coordinator
- an expiration date for eligibility
- any conditions or limitations on the individual's eligibility, including the use of a personal care attendant.

The last point refers to the situation in which a person is eligible for some trips but not others or if the traveler is authorized to have a personal care attendant ride free of charge. For example, the documentation may say that the individual is eligible only when the temperature falls below a certain point, or when the individual is going to a destination not on an accessible bus route, or for non-work trips, etc.

As the mention of an expiration date implies, certification is not forever. The entity may recertify eligibility at reasonable intervals to make sure that changed circumstances have not invalidated or changed the individual's eligibility. In the Department's view, a reasonable interval for recertification is probably between one and three years. Less than one year would probably be too burdensome for consumers; over three years would begin to lose the point of doing recertifications. The recertification interval should be stated in the entity's plan. Of course, a user of the service can apply to modify conditions on his or her eligibility at any time.
The administrative appeal process is intended to give applicants who have been denied eligibility the opportunity to have their cases heard by some official other than the one who turned them down in the first place. In order to have appropriate separation of functions -- a key element of administrative due process -- not only must the same person not decide the case on appeal, but that person, to the extent practicable, should not have been involved in the first decision (e.g., as a member of the same office, or a supervisor or subordinate of the original decision maker). When, as in the case of a small transit operator, this degree of separation is not feasible, the second decision maker should at least be "bubbled" with respect to the original decision (i.e., not have participated in the original decision or discussed it with the original decision maker). In addition, there must be an opportunity to be heard in person as well as the chance to present written evidence and arguments. All appeals decisions must be in writing, stating the reasons for the decision.

To prevent the filing of stale claims, the entity may establish a 60 day "statute of limitations" on filing of appeals, the time starting to run on the date the individual is notified of the negative initial decision. After the appeals process has been completed (i.e., the hearing and/or written submission completed), the entity should make a decision within 30 days. If it does not, the individual must be provided service beginning the 31st day, until and unless an adverse decision is rendered on his or her appeal.

Under the eligibility criteria of the rule, an individual has a right to paratransit if he or she meets the eligibility criteria. As noted in the discussion of the nondiscrimination section, an entity may refuse service to individual with a disability who engages in violent, seriously disruptive, or illegal conduct, using the same standards for exclusion that would apply to any other person who acted in such an inappropriate way.

The rule also allows an entity to establish a process to suspend, for a reasonable period of time, the provision of paratransit service to an ADA eligible person who establishes a pattern or practice of missing scheduled trips. The purpose of this process would be to deter or deal with chronic "no-shows." The sanction system -- articulated criteria for the imposition of sanctions, length of suspension periods, details of the administrative process, etc. -- would be developed through the public planning and participation process for the entity's paratransit plan, and the result reflected in the plan submission to UMTA.

It is very important to note that sanctions could be imposed only for a "pattern or practice" of missed trips. A pattern or practice involves intentional, repeated or regular actions, not isolated, accidental, or singular incidents. Moreover, only actions within the control of the individual count as part of a pattern or practice. Missed trips due to operator error are not attributable to the individual passenger for this purpose. If the vehicle arrives substantially after the scheduled pickup time, and the passenger has given up on the vehicle and taken a taxi or gone down the street to talk to a neighbor, that is not a missed trip attributable to the passenger. If the vehicle does not arrive at all, or is sent to the wrong address, or to the wrong entrance to a building, that is not a missed trip attributable to the passenger.
other circumstances beyond the individual's control (e.g., a sudden turn for the worse in someone with a variable condition, a sudden family emergency) that make it impracticable for the individual to travel at the scheduled time and also for the individual to notify the entity in time to cancel the trip before the vehicle comes. Such circumstances also would not form part of a sanctionable pattern or practice. Once an entity has certified someone as eligible, the individual's eligibility takes on the coloration of a property right. (This is not merely a theoretical statement. If one depends on transportation one has been found eligible for to get to a job, and the eligibility is removed, one may lose the job. The same can be said for access to medical care or other important services.) Consequently, before eligibility may be removed "for cause" under this provision, the entity must provide administrative due process to the individual.

If the entity proposes to impose sanctions on someone, it must first notify the individual in writing (using accessible formats where necessary). The notice must specify the basis of the proposed action (e.g., Mr. Smith scheduled trips for 8 a.m. on May 15, 2 p.m. on June 3, 9 a.m. on June 21, and 9:20 p.m. on July 10, and on each occasion the vehicle appeared at the scheduled time and Mr. Smith was nowhere to be found) and set forth the proposed sanction (e.g., Mr. Smith would not receive service for 15 days). The entity would provide the individual an opportunity to be heard (i.e., an in-person informal hearing before a decision maker) as well as to present written and oral information and arguments. All relevant entity records and personnel would be made available to the individual, and other persons could testify. It is likely that, in many cases, an important factual issue would be whether a missed trip was the responsibility of the provider or the passenger, and the testimony of other persons and the provider's records or personnel are likely to be relevant in deciding this issue. While the hearing is intended to be informal, the individual could bring a representative (e.g., someone from an advocacy organization, an attorney).

The individual may waive the hearing and proceed on the basis of written presentations. If the individual does not respond to the notice within a reasonable time, the entity may make, in effect, a default finding and impose sanctions. If there is a hearing, and the individual needs paratransit service to attend the hearing, the entity must provide it. We would emphasize that, prior to a finding against the individual after this due process procedure; the individual must continue to receive service. The entity cannot suspend service while the matter is pending. The entity must notify the individual in writing about the decision, the reasons for it, and the sanctions imposed, if any. Again, this information would be made available in accessible formats. In the case of a decision adverse to the individual, the administrative appeals process of this section would apply. The sanction would be stayed pending an appeal.

There are means other than sanctions, however, by which a transit provider can deal with a "no-show" problem in its system. Providers who use "real time scheduling" report that this technique is very effective in reducing no-shows and cancellations, and increasing the mix of real time scheduling in a system can probably be of benefit in this area. Calling the customer to reconfirm a reasonable time before pickup can head off some problems, as can educating...
consumers to call with cancellations ahead of time. Training of dispatch and operator personnel can help to avoid miscommunications that lead to missed trips.

**Categories of Eligibility**

According to the ADA, there are three categories of the ADA paratransit eligibility.

a. Individuals who as a result of their disabilities cannot independently board, ride, or disembark from accessible vehicles.

b. Individuals with disabilities who cannot utilize the fixed route system due to the non-availability of an accessible vehicle at the time or route desired, the inability to provide accessible service to the person's desired boarding or deboarding stop, or the inability of the individual's wheelchair to be accommodated on the passenger lift of the transit vehicle.

c. Individuals who, due to a specific impairment, are prevented from traveling to or from a stop -- specifically excluded are environmental and architectural barriers such as curbs, hills, distance, snow, etc. and do not, standing alone, form a basis for eligibility.

ADA paratransit eligibility is both trip specific and may be either permanent or temporary in nature. 42 USC §12143(c)(1); 49 CFR §37.123.

In concert with the ADA, Tulsa Transit uses the following guidelines:

**TULSA TRANSIT CATEGORIES OF ELIGIBILITY**

There are many reasons why an individual may or may not be able to use accessible fixed route bus or rail services. In addition, there may be times when an individual may be able to use accessible fixed route bus or rail services, and other times when they cannot. Recognizing this, Tulsa Transit has four categories of ADA Paratransit eligibility: Unrestricted, Trip-by-Trip, Conditional and Temporary. In addition, applicants may be denied eligibility or determined to be Ineligible. These categories are described below:

a. **Unrestricted.** Individuals who are physically or cognitively unable to ever independently board, ride, or disembark from the public bus or rail service. An example would be an individual who uses a wheelchair who is unable to maneuver their wheelchair by themselves.

b. **Trip-by-Trip.** An individual may utilize the LIFT for those trips in which their disability, due to physical or environmental barriers, prevents them from getting to or from the bus or rail stop or loading location or from boarding or disembarking from the fixed route bus or rail service. An example is an individual who uses a wheelchair and the sidewalks that he/she needs to use to get to/from the bus stops for a specific trip do not have curb cuts, thus preventing him/her from using the fixed route bus for this trip.
c. **Conditional.** Individuals may use the LIFT for those trips, which the episodic nature of their disability prevents them from making on the public fixed route bus or rail. An example would be an individual with a disability which allows them to function well at times and less well at other times - night blindness, extreme sensitivity to cold or heat, and kidney dialysis are several examples of conditions which could result in Conditional eligibility. During those days when the individual is not able to function well, he/she would be unable to use the fixed route bus and, therefore, would be eligible to use the LIFT.

d. **Temporary.** ADA eligibility may be granted to individuals whose condition or functional limitations are expected to improve to the point that they would be able to utilize accessible fixed route services for all their trips as well as to individuals whose disability condition may be permanent, but whose travel abilities may change with training or therapy. In these cases, the individual will be given temporary eligibility. Examples might be an individual with a medical condition or injury from which they are expected to fully recover or a person with a visual impairment who is attending mobility/orientation training which may train them sufficiently to use the fixed route bus services. Granting temporary eligibility does not necessarily mean that the recipient will eventually be denied, but that a more accurate eligibility determination can be made once training/therapy is completed.

e. **Denied.** Individuals whose disability and/or functional abilities do not prevent them from using the accessible fixed route bus services will be denied ADA Paratransit eligibility.

f. **Ineligible.** An individual may be deemed to be ineligible to use ADA Paratransit services if they do not meet Tulsa Transit's minimum age or if their application is withdrawn for failure to complete the necessary information and/or certification process.

Applications will be deemed to have been withdrawn from the certification process if the applicant does not return an application which has been sent back to them for completion of missing information and/or signatures; does not return or reply to repeated, documented telephone calls and letters from Tulsa Transit's Eligibility staff and/or the Certification Contractor requesting additional information or to schedule an in-person assessment; or fails to appear for a scheduled in-person assessment.
ATTACHMENT B: ADA Paratransit Eligibility Report
B. FEDERAL TERMS AND CONDITIONS

The following terms and conditions apply to this procurement

1. ENERGY CONSERVATION REQUIREMENTS

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

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

2. ACCESS TO RECORDS AND REPORTS


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.

3. FEDERAL CHANGES

49 CFR Part 18

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

4. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government

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

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Sub-Contractor who will be subject to its provisions.
5. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS
AND RELATED ACTS


Program Fraud and False or Fraudulent Statements or Related Acts

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

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

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

6. TERMINATION

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

(1) Termination for Convenience (General Provision): The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
(2) Termination for Default (Supplies and Service): If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract, or any extension, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

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

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

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

7. CIVIL RIGHTS REQUIREMENTS


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,
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,
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
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
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.

8. **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.

9. 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.

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

   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.)
UNDERTAKES THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 et. seq. ARE APPLICABLE

By: ____________________________ ____________________________
    Authorized Signature            Company

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

State of ____________________________ County of ____________________________

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

Notary Public ____________________________

Notary Number ____________________________

My Commission Expires ____________________________
2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

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

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

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

__________________________________________
Company Name

__________________________________________
Signature

__________________________________________
Title

__________________________________________
Date
3. CONTRACTOR DEBARMENT CERTIFICATION

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

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

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

______________________________
Signature

______________________________
Title

______________________________
Company

______________________________
Date

State of__________________________    County of__________________________

Subscribed and sworn to before me this________ day of____________, 20___

Notary Public__________________________

Notary Number__________________________

My Commission Expires__________________________
4. CONTRACTOR REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION

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

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

☐ Check if applicable

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

__________________________________________
Signature

__________________________________________
Title

__________________________________________
Company

__________________________________________
Date

State of ________________________________    County of ________________________________
Subscribed and sworn to before me this _______ day of ____________, 20___

Notary Public ________________________________

Notary Number ________________________________

My Commission Expires ________________________________