

METROPOLITAN TULSA TRANSIT AUTHORITY

d/b/a



510 South Rockford Avenue

Tulsa, Oklahoma 74120

REQUEST FOR PROPOSALS

RFP No. 26-09

Compensation Study — Professional Services

Issue Date	October 2, 2026
Deadline for Questions	October 8, 2026 at 4:30 PM Central Time
Proposal Due Date	October 12, 2026 at 4:30 PM Central Time
Submission Method	Electronic submission only through MetroLink Tulsa's Bonfire (Euna Procurement) portal: https://tulsatransit.bonfirehub.com/portal/?tab=openOpportunities
Procurement Contact	Cory Moore, Administrator of Grants and Procurement All communication through the Bonfire Messages feature
Funding	This procurement is anticipated to be funded in whole or in part with Federal Transit Administration (FTA) financial assistance. Federal requirements apply (see Attachment C).

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SECTION 1 — SOLICITATION SUMMARY AND CALENDAR OF EVENTS

1.1 Summary

The Metropolitan Tulsa Transit Authority, doing business as MetroLink Tulsa (“MetroLink Tulsa”), is requesting proposals from qualified firms to provide a **Compensation Study** as described in Section 3. MetroLink Tulsa intends to award **one (1)** contract to the responsible proposer whose proposal is most advantageous to MetroLink Tulsa, with price and other factors considered.

1.2 Calendar of Events

MetroLink Tulsa reserves the right to change any date by addendum. Dates after the proposal due date are estimates.

Event	Date / Time (Central Time)
RFP issued on Bonfire	October 2, 2026
Pre-proposal conference (optional / non-mandatory)	There will not be a pre-proposal conference
Deadline for written questions (Bonfire Messages)	October 8, 2026, 4:30 PM Central Time
Final addendum issued (if needed)	No addendums will be issued
Proposals due in Bonfire	October 12, 2026, 4:30 PM Central Time
Evaluation period	October 13 – October 15, 2026
Interviews / oral presentations (if held)	No interviews will be held
Notice of intent to award to all proposers	October 16, 2026
Anticipated Notice to Proceed	October 19, 2026

SECTION 2 — INTRODUCTION AND BACKGROUND

2.1 About MetroLink Tulsa

MetroLink Tulsa is the public transit provider for the Tulsa, Oklahoma metropolitan area, operating fixed route bus, bus rapid transit, and paratransit services. MetroLink Tulsa has about 250 employees across 8 departments: Accounting, Safety, Operations, Human Resources, Customer Service, Marketing, Planning, and Maintenance.

2.2 Purpose of this RFP

MetroLink Tulsa seeks a consultant review for an independent compensation assessment to evaluate comparable transit agencies and identify strategies to improve employee recruitment, retention, and workforce competitiveness. The assessment will provide objective, data-driven information to support discussions with the Mayor and City Council regarding future compensation investments.

The study will be guided by industry's best practices, which may be through the sources below or other valid references.

- American Public Transportation Association (APTA) Compensation and Salary Surveys
- APTA Transit Workforce Shortage Reports
- Transit Cooperative Research Program (TCRP) workforce development and retention research
- Federal Transit Administration (FTA) workforce development resources
- National Rural Transit Assistance Program (National RTAP) compensation datasets
- Public-sector compensation benchmarking methodologies used by local governments and transit agencies nationwide.

A key theme throughout the study should be:

MetroLink Tulsa recognizes compensation alone does not solve workforce challenges. However, national APTA and TCRP research demonstrates that competitive wages remain one of the most significant factors influencing recruitment and retention. This assessment will quantify MetroLink Tulsa's position relative to peer agencies and identify practical options for maintaining a stable workforce capable of delivering reliable transit service to the community. This theme resonates well with elected officials because it ties funding requests directly to workforce stability, service reliability, and nationally recognized transit industry research, rather than focusing solely on salary increases.

2.3 Federal Funding

There will not be any federal funding used for this project.

2.4 Contract Type and Term

MetroLink Tulsa anticipates awarding a **firm-fixed price** contract. The contract term will be **four (4) weeks** from Notice to Proceed, with **zero (0)** optional extensions exercisable at MetroLink Tulsa's sole discretion. Option pricing is required in Attachment A and will be evaluated as part of the award decision.

SECTION 3 — SCOPE OF SERVICES

3.1 Objectives

The Contractor shall provide services that achieve the following objectives:

- Establish Baseline Workforce and Compensation Conditions
- Perform Peer Agency Compensation Benchmarking
- Evaluate Recruitment and Retention Drivers Related to Compensation
- Develop Compensation Improvement Scenarios
- Produce Executive-Level Briefing Materials and Funding Justification
- Align Analysis with National Transit Industry Research and Best Practices

3.2 Background Materials Available

Materials will be provided as needed.

3.3 Tasks and Deliverables

Task	Description of Work	Deliverable(s)
1	Project Initiation. Kickoff meeting, confirm schedule, data request, communication protocols.	Kickoff agenda and minutes; Project Management Plan and schedule
2	Existing Conditions Assessment. • Review organizational structure, staffing levels, current salary ranges, vacancy and turnover data, and recruitment challenges. • Identify positions with the greatest workforce pressures and impacts on service delivery	Existing Conditions Memorandum
3	Peer Agency Compensation Benchmarking • Collaborate with MetroLink Tulsa to identify 8-10 peer transit agencies. • Benchmark starting wages, market medians, salary range minimums and maximums, wage progression, and overall competitiveness across key classifications (operators, dispatchers, maintenance technicians, admin staff, supervisors and mid-level managers, executive leadership)	Peer Benchmarking Report and Comparative Salary Matrix

Task	Description of Work	Deliverable(s)
4	Recruitment and Retention Impact Assessment - Analyze vacancy trends, retention data, workforce demographics, and hard-to-fill positions - Identify service delivery impacts linked to staffing shortages - Evaluate whether compensation gaps are contributing to identified challenges.	Workforce Challenges and Risk Assessment Memorandum
5	Compensation Improvement Scenarios. - Develop up to three compensation scenarios such as: critical position adjustments, market realignment, multi-year phased strategies - Estimate staffing, service, and financial impacts for each scenario	Compensation Scenario Matrix with Cost Estimates
6	Executive Briefing and Funding Justification - Prepare concise, visually engaging briefing materials suitable for leadership and elected officials - Summarize key findings, risks of continued workforce instability, and recommended strategies	Executive Summary Report, Council Presentation, Supporting Graphics/Infographics

3.4 Period of Performance

All work shall be completed within **28** calendar days of Notice to Proceed, unless extended in writing by MetroLink Tulsa.

3.5 Project Management, Meetings, and Reporting

- Designate a Project Manager who serves as MetroLink Tulsa's single point of contact.
- Attend a **biweekly** progress meeting **virtually**.

3.6 Key Personnel

Personnel identified as key in the proposal may not be removed or replaced without MetroLink Tulsa's prior written approval. Replacements must have equal or better qualifications.

3.7 MetroLink Tulsa Responsibilities

MetroLink Tulsa will designate a Project Manager, arrange access to facilities and staff, and review deliverables within **5** business days of receipt.

3.8 Acceptance of Deliverables

Deliverables are accepted only upon MetroLink Tulsa's written approval. MetroLink Tulsa may reject deliverables that do not conform to this scope. The Contractor shall correct and resubmit at no additional cost.

SECTION 4 — INSTRUCTIONS TO PROPOSERS

4.1 Single Point of Contact

From issuance of this RFP until the notice of intent to award, proposers and their representatives may communicate about this RFP **only** with the Procurement Contact named on the cover, and only through Bonfire Messages. Contact about this RFP with any other MetroLink Tulsa employee, evaluator, or Board member may result in disqualification.

4.2 Questions, Clarifications, and Addenda

Submit questions through the Bonfire Messages feature by the deadline in Section 1.2. MetroLink Tulsa will answer substantive questions by written addendum posted to Bonfire without identifying the source of the question. Only written addenda are binding. Oral statements by MetroLink Tulsa staff are not. Proposers are responsible for checking Bonfire for addenda and must acknowledge all addenda on Form B-1.

4.3 Pre-Proposal Conference

There will not be a pre-proposal conference.

4.4 Proposal Submission through Bonfire

- Proposals must be submitted electronically through the Bonfire portal listed on the cover. Paper, email, and fax proposals will not be accepted.
- Bonfire closes the opportunity at the exact due time. **Late proposals will not be accepted.** Upload times depend on file size and internet speed, so begin uploading at least **two hours** before the deadline.
- Upload each required document into its designated Requested Information slot (see Section 5.3). Files must be PDF unless a different format is specified. Bonfire's per-file size limit applies.
- For technical help, contact Bonfire support at support@gobonfire.com. Technical problems with the proposer's own systems do not justify late submission.

4.5 Proposal Validity

Proposals must remain valid for **30** calendar days after the due date.

4.6 Modification and Withdrawal

A proposer may modify or withdraw its submission in Bonfire at any time before the due date and time. Proposals may not be modified after the deadline except through discussions or best and final offers requested by MetroLink Tulsa.

4.7 Cost of Proposal Preparation

MetroLink Tulsa will not reimburse any cost of preparing proposals, attending interviews, or negotiating a contract.

4.8 Public Records

Proposals become MetroLink Tulsa records and are subject to the Oklahoma Open Records Act, 51 O.S. § 24A.1 et seq. Proposers must clearly mark each page containing trade secrets or proprietary information and

explain the legal basis for withholding it. Marking an entire proposal as confidential is not acceptable. MetroLink Tulsa will release records as required by law.

4.9 Organizational Conflicts of Interest

Proposers must disclose on Form B-5 any relationship, prior work, or financial interest that could impair objectivity or give an unfair competitive advantage. This includes having helped prepare this scope or the ICE. MetroLink Tulsa may disqualify a proposer or require mitigation.

4.10 Proposer Eligibility

- Proposers must hold an active registration in the System for Award Management (SAM.gov) with a Unique Entity ID (UEI) and must not be listed as excluded (debarred or suspended) (2 CFR Part 180; 2 CFR Part 1200).
- Proposers must be licensed or registered to do business in Oklahoma by the time of contract execution, as applicable.

4.11 Reservation of Rights

MetroLink Tulsa reserves the right to: reject any or all proposals; waive minor irregularities; request clarifications; conduct discussions with proposers in the competitive range; request best and final offers; award without discussions; negotiate the final scope and price; and cancel this RFP in whole or in part when it is in MetroLink Tulsa's best interest. Issuing this RFP does not obligate MetroLink Tulsa to award a contract.

SECTION 5 — PROPOSAL FORMAT AND CONTENT

5.1 General Requirements

Proposals should be concise and respond directly to this RFP. The technical proposal (Tabs 1–5) is limited to **30** pages, 8.5×11 inch, minimum 11-point font. Resumes, required forms, and the price proposal do not count toward the page limit. MetroLink Tulsa will not evaluate pages beyond the limit.

5.2 Required Content

Tab 1 — Cover Letter (2 pages max)

Signed by a person authorized to bind the firm. It must include: firm name, address, UEI, and contact; a statement that the proposal is valid for the period in 4.5; acknowledgment of all addenda; and any exceptions to the RFP or Attachment D (see 9.2).

Tab 2 — Firm Qualifications and Relevant Experience

Describe the firm and any subcontractors, including their roles. Describe at least **three (3)** comparable projects completed within the last **five (5)** years. For each, give the client, scope, dates, value, and outcomes. Transit or public-sector experience should be highlighted.

Tab 3 — Key Personnel and Project Team

Provide an organization chart, the role and percentage of time committed for each key person, and a resume for each key person (resumes may be placed in an appendix).

Tab 4 — Technical Approach and Work Plan

Describe your understanding of MetroLink Tulsa’s needs, your approach and methodology for each task in Section 3.3, a proposed schedule, quality control, and how you will engage MetroLink Tulsa staff and stakeholders. Identify risks and how you will mitigate them.

Tab 5 — References

Provide **three (3)** client references for similar work, with contact name, title, phone, and email. MetroLink Tulsa may contact references and other sources of past-performance information.

Tab 6 — Required Forms and Certifications (Attachment B)

Complete, sign, and upload all forms listed in Attachment B. Failure to submit a required certification may make the proposal non-responsive.

Separate Upload — Price Proposal (Attachment A)

Upload the price proposal as a separate file. Do not include pricing in Tabs 1–5.

5.3 Bonfire Requested Information Map

Upload each item into the matching Bonfire slot:

Bonfire Slot	Content	Format	Required
1. Technical Proposal	Tabs 1–5 combined in one file	PDF	Yes
2. Required Forms & Certifications	Forms B-1 through B-6, signed	PDF	Yes
3. Price Proposal	Attachment A, completed	Excel	Yes

Bonfire Slot	Content	Format	Required
4. Proof of Insurance or Letter of Insurability	Current certificate or insurer letter	PDF	No
5. Confidentiality Justification	Only if claiming exempt material (Section 4.8)	PDF	Optional

SECTION 6 — EVALUATION AND AWARD

6.1 Evaluation Committee

An evaluation committee of MetroLink Tulsa staff and, if needed, outside subject-matter experts will evaluate proposals. Each evaluator must sign a conflict-of-interest and confidentiality certification before receiving proposals.

6.2 Responsiveness Review (Pass/Fail)

The Procurement Contact will first confirm that each proposal was received on time, includes all required forms and certifications, and that the proposer is not excluded in SAM.gov. Proposals that fail this review may be rejected without further evaluation. MetroLink Tulsa may waive minor irregularities.

6.3 Evaluation Criteria and Weights

Proposals will be evaluated on the following criteria, listed with their maximum points:

Criterion	What MetroLink Tulsa Evaluates	Max Points
A. Qualifications & Experience of Firm	Relevance, size, and results of comparable projects; transit or public-sector experience; subcontractor capability (Tab 2, Tab 5)	25
B. Key Personnel	Qualifications, relevant experience, and availability of the project manager and key staff; team organization (Tab 3)	20
C. Technical Approach & Work Plan	Understanding of MetroLink Tulsa's needs; soundness and feasibility of approach and schedule; quality control; risk management (Tab 4)	30
D. Price	Total evaluated price, including all option periods (Attachment A); scored by formula in 6.5	25
TOTAL		100

6.4 Scoring Scale (Criteria A–C)

Evaluators will rate each non-price criterion using the scale below. Points awarded = (rating ÷ 5) × maximum points for that criterion.

Rating	Definition
5 — Excellent	Exceeds requirements in ways that benefit MetroLink Tulsa; clear strengths and no weaknesses.
4 — Good	Fully meets requirements; strengths outweigh any minor weaknesses.
3 — Acceptable	Meets requirements; strengths and weaknesses are roughly balanced.
2 — Marginal	Partially meets requirements; weaknesses outweigh strengths.
1 — Poor	Does not meet requirements; significant deficiencies.
0 — Not Addressed	Criterion not addressed or information missing.

6.5 Price Scoring

Price points = (lowest total evaluated price ÷ proposer's total evaluated price) × maximum price points. Total evaluated price is the sum of the base period and all option periods in Attachment A.

6.6 Competitive Range, Discussions, and Best and Final Offers

MetroLink Tulsa may award on the basis of initial proposals without discussions, so proposers should submit their best terms initially. MetroLink Tulsa may also establish a competitive range of the most highly rated proposals, hold discussions with those proposers, and request best and final offers (BAFOs). Discussions will be conducted fairly. MetroLink Tulsa will not disclose one proposer's information, technical solutions, or pricing to another. If BAFOs are requested, final scores will be based on them.

6.7 Interviews / Oral Presentations

There will not be any interviews or oral presentations.

6.8 Responsibility Determination

Award will be made only to a responsible proposer that has the ability to perform successfully under the contract, considering integrity, compliance with public policy, record of past performance, and financial and technical resources (2 CFR 200.318(h); 49 U.S.C. 5325(j)). MetroLink Tulsa will verify SAM.gov exclusion status before award and may request financial statements or other information to support this determination.

6.9 Price Reasonableness

MetroLink Tulsa will perform a price analysis comparing proposed prices to its Independent Cost Estimate, to other proposals, and to market information (2 CFR 200.324). If adequate price competition does not exist, or if MetroLink Tulsa cannot otherwise determine that the price is fair and reasonable, the proposer must provide a cost breakdown (labor rates, hours, overhead, and profit) supporting a cost analysis. Profit will be negotiated separately as required by 2 CFR 200.324(c).

6.10 Award, Notification, and Debriefing

The contract will be awarded to the responsible proposer whose proposal is most advantageous to MetroLink Tulsa, with price and other factors considered. Unsuccessful proposers may request a debriefing through Bonfire within **three (3)** business days after the notice. Debriefings will cover the strengths and weaknesses of the requester's own proposal and the basis for selection. They will not include point-by-point comparisons with other proposals or disclose other proposers' confidential information.

SECTION 7 — PROTEST PROCEDURES

7.1 Who May Protest

An interested party, meaning a prospective or actual proposer whose direct economic interest would be affected by the award or failure to award, may file a protest.

7.2 Filing Deadlines

Protest Type	Deadline
Pre-proposal (terms, specifications, or conditions of this RFP)	Received no later than five (5) calendar days before the proposal due date
Pre-award (evaluation or other matters arising after the due date)	Within five (5) business days after the protester knew or should have known of the grounds, and before award
Post-award	Within five (5) business days after the notice of intent to award

7.3 Form and Content

Protests must be in writing, delivered to **Cory Moore, Administrator of Grants and Procurement**, cmoore@metrolinkok.org, and must include: the protester's name, address, and contact information; the RFP number and title; a detailed statement of the legal and factual grounds, with supporting documents; and the relief requested. Protests that are untimely or incomplete may be dismissed.

7.4 Review and Decision

The **Administrator of Grants and Procurement** will review the protest and issue a written decision within **thirty (30)** calendar days of receipt, unless additional time is needed and the protester is notified. When a timely protest is received, MetroLink Tulsa will not award the contract until the protest is resolved unless MetroLink Tulsa determines in writing that award without delay is necessary to protect its substantial interests. The decision of **General Manager** is final at the MetroLink Tulsa level.

7.5 Appeal to FTA

FTA reviews third-party protests only when the protester alleges that MetroLink Tulsa (a) failed to have or follow written protest procedures, (b) failed to review a complaint or protest, or (c) violated a federal law or regulation. An appeal must be filed with the FTA Region 6 Office (Fort Worth, Texas) within five (5) working days of the date the protester learned or should have learned of an adverse MetroLink Tulsa decision or other basis for appeal to FTA (FTA C 4220.1G, Ch. VII). A copy must be provided to MetroLink Tulsa at the same time. Violations of federal law other than federal procurement requirements may be referred to the responsible federal authority.

SECTION 8 — DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

****Does not apply as federal funds will not be used for this project.****

8.1 Policy

MetroLink Tulsa maintains a DBE program under 49 CFR Part 26. DBEs, as defined in Part 26, shall have the maximum opportunity to participate in DOT-assisted contracts.

8.2 Contract Goal

OPTION A (use while DBE contract goals are suspended): No DBE contract goal is established for this contract. Under the USDOT DBE Interim Final Rule effective October 3, 2025, MetroLink Tulsa may not establish DBE contract goals until the Oklahoma Unified Certification Program completes the reevaluation required by 49 CFR 26.111. Proposers are encouraged, but not required, to use certified DBEs and other small businesses as subcontractors. DBE participation will not be scored or used to determine award.

OPTION B (use only after reevaluation is complete and MetroLink Tulsa sets a goal): MetroLink Tulsa has established a DBE contract goal of [X]% of the total contract value. Proposers must either meet the goal or document adequate good faith efforts to do so (49 CFR 26.53 and Appendix A to Part 26) by submitting the DBE Commitment Form and signed Letters of Intent [with the proposal / no later than five (5) days after the due date]. Only firms currently certified by the Oklahoma UCP after reevaluation may be counted. Participation will be counted under 49 CFR 26.55. After award, DBE subcontractors may not be terminated or replaced without MetroLink Tulsa's prior written consent (49 CFR 26.53(f)).

8.3 Prompt Payment and Retainage

The Contractor shall pay each subcontractor for satisfactory performance no later than thirty (30) days after receiving each payment from MetroLink Tulsa, and shall return any retainage no later than thirty (30) days after the subcontractor's work is satisfactorily completed (49 CFR 26.29). Delay or postponement of payment requires MetroLink Tulsa's prior written approval for good cause.

8.4 Reporting

The Contractor shall report payments to all subcontractors with each invoice in the format MetroLink Tulsa prescribes, so MetroLink Tulsa can monitor prompt payment and, when applicable, DBE participation.

SECTION 9 — GENERAL CONTRACT TERMS AND INSURANCE

9.1 Draft Contract

The successful proposer will be required to sign MetroLink Tulsa's Professional Services Agreement.

9.2 Exceptions

Proposers must list any exceptions to this RFP in the cover letter (Tab 1), with proposed alternative language and the reason. Exceptions not stated in the proposal are waived. MetroLink Tulsa may consider exceptions in evaluation and may reject a proposal whose exceptions are unacceptable.

9.3 Order of Precedence

In case of conflict, the following order governs: (1) the executed Professional Services Agreement; (2) addenda to this RFP, latest first; (3) this RFP; (4) the Contractor's proposal as accepted, including any BAFO.

9.4 Invoicing and Payment

The Contractor shall invoice **upon deliverable acceptance** with the progress report required in 3.5. MetroLink Tulsa will pay undisputed, properly documented invoices within **thirty (30)** days of receipt.

9.5 Records and Audit

The Contractor shall maintain all records related to this contract for three (3) years after MetroLink Tulsa makes final payment and all other pending matters are closed, and longer if litigation, claims, or audits are pending (2 CFR 200.334). MetroLink Tulsa, FTA, the U.S. Comptroller General, and their authorized representatives shall have access to those records (49 U.S.C. 5325(g); 2 CFR 200.337).

9.6 Ownership of Work Product

All deliverables, data, and work products developed under the contract become MetroLink Tulsa's property upon payment. FTA retains a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use them for federal purposes (2 CFR 200.315).

9.7 Insurance Requirements

Before starting work, the Contractor shall provide certificates of insurance naming the Metropolitan Tulsa Transit Authority as additional insured (except for workers' compensation and professional liability) with at least the following coverage:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence / \$2,000,000 aggregate
Professional Liability (Errors & Omissions)	\$1,000,000 per claim / \$2,000,000 aggregate
Cyber Liability (if Contractor handles MetroLink Tulsa data)	\$1,000,000 per claim

ATTACHMENT A — PRICE PROPOSAL FORM

Proposer: _____ RFP No. _____

Instructions: Complete all tables. Hourly rates must be **fully burdened** (salary, fringe, overhead, and profit). Include all costs; MetroLink Tulsa will not pay costs that are not shown here. Do not include sales tax (MetroLink Tulsa is tax-exempt). Arithmetic errors will be corrected using the unit rates.

Table A-3: Total Evaluated Price

Period	Price
Base Period (from Table A-1)	\$
Option Year 1 estimated hours × rates or fixed price	\$
Option Year 2	\$
TOTAL EVALUATED PRICE (used for scoring in Section 6.5)	\$

Authorized Signature: _____

Printed Name and Title: _____

Date: _____

ATTACHMENT B — REQUIRED FORMS AND CERTIFICATIONS

✓	Form	Required When
☐	B-1 Proposer Information and Acknowledgment of Addenda	All proposals
☐	B-2 Certification Regarding Debarment and Suspension	All proposals (required for contracts ≥ \$25,000)
☐	B-3 Certification Regarding Lobbying (+ SF-LLL if applicable)	Proposals over \$100,000
☐	B-4 Non-Collusion Affidavit	All proposals
☐	B-5 Conflict of Interest Disclosure	All proposals
☐	B-6 Subcontractor and DBE Information	All proposals (list all subcontractors; DBE Commitment Form only under Section 8 Option B)

Form B-1: Proposer Information and Acknowledgment of Addenda

Legal Name of Firm	
DBA (if any)	
Address	
SAM.gov Unique Entity ID (UEI)	
Federal Tax ID (EIN)	
Type of Entity	☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietor ☐ Other
Contact Name / Title	
Phone / Email	

The proposer acknowledges receipt of the following addenda:

Addendum No.	Date	Addendum No.	Date

The undersigned certifies that this proposal is made without collusion, that the proposer will hold its proposal open for the period stated in Section 4.5, and that the undersigned is authorized to bind the proposer.

Signature: _____

Printed Name and Title: _____

Date: _____

Form B-2: Certification Regarding Debarment, Suspension, and Other Responsibility Matters

(2 CFR Part 180 and 2 CFR Part 1200; Executive Orders 12549 and 12689)

The proposer 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 any federal department or agency;
- (2) Have not, within the three years preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract; violation of federal or state antitrust statutes; or 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 with any of the offenses in (2); and
- (4) Have not, within the three years preceding this proposal, had one or more public transactions terminated for cause or default.

The proposer further agrees to include a provision requiring the same certification in all lower-tier covered transactions and to verify that lower-tier participants are not excluded. If the proposer cannot certify to any statement above, it shall attach an explanation. The proposer shall give MetroLink Tulsa immediate written notice if it learns that this certification was erroneous or has become erroneous. This certification is a material representation of fact relied upon by MetroLink Tulsa. A false certification may result in termination and other remedies available to MetroLink Tulsa and the federal government.

Signature: _____

Printed Name and Title: _____

Date: _____

Form B-3: Certification Regarding Lobbying

(31 U.S.C. 1352; 49 CFR Part 20) — Required for proposals exceeding \$100,000

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any of the persons above in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

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

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. 3801 et seq. apply to this certification and disclosure, if any.

Signature: _____

Printed Name and Title: _____

Date: _____

Form B-4: Non-Collusion Affidavit

State of _____) County of _____)

The undersigned, being first duly sworn, states that he or she is the authorized agent of the proposer named below; that the proposal is genuine and not collusive or sham; that the proposer has not colluded, conspired, or agreed, directly or indirectly, with any other proposer or person to submit a sham proposal, to refrain from proposing, or to fix the price of this or any other proposal; that the proposer has not paid or agreed to pay any person, directly or indirectly, any money or other consideration for assistance in obtaining the contract; and that no MetroLink Tulsa officer, employee, or Board member has a financial interest in the proposer's firm except as disclosed on Form B-5.

Proposer (Firm): _____

Signature and Title: _____

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

Notary Public: _____

My commission expires: _____ Commission No.: _____

Form B-5: Conflict of Interest Disclosure

Check one:

- ☐ The proposer has no actual, apparent, or potential organizational or personal conflict of interest related to this RFP.
- ☐ The proposer has the following actual, apparent, or potential conflict(s), described below with proposed mitigation:

Disclose, at a minimum: (a) any MetroLink Tulsa employee, officer, agent, or Board member, or their immediate family member or partner, who has a financial or other interest in the proposer (2 CFR 200.318(c)(1)); (b) any role the proposer or its subcontractors had in preparing this RFP, its scope, or the cost estimate; and (c) any current contract or relationship that could impair the proposer's objectivity in performing this work. The proposer shall promptly disclose any conflict arising after submission or during contract performance.

Signature: _____

Printed Name and Title: _____

Date: _____

Form B-6: Subcontractor and DBE Information

List all proposed subcontractors, whether or not they are DBEs. MetroLink Tulsa uses this information for its DBE program bidders list (49 CFR 26.11).

Subcontractor Name & Address	UEI	Work to Be Performed	Est. \$ / %	DBE Certified? (Y/N, UCP)	Firm Age / Annual Gross Receipts Range

☐ The proposer will perform all work with its own forces and will not use subcontractors.

Under Section 8 OPTION B only: also attach the DBE Commitment Form and signed Letters of Intent for each DBE, or good faith efforts documentation.

Signature: _____

Printed Name and Title: _____

Date: _____