



BOARD OF DIRECTORS MEETING AGENDA

REGULAR MEETING **WEDNESDAY, AUGUST 21, 2024** **2:30 P.M.**

ARTS DISTRICT PARKING GARAGE LARGE CONFERENCE ROOM
431 West Main Street, Suite B Oklahoma City, OK, 73102

DIRECTORS:

City of Edmond	James Boggs, Treasurer
City of Edmond	Phil Fraim
City of Norman	Marion Hutchison, Vice Chairperson
City of Norman	Chuck Thompson
City of Oklahoma City	Brad Henry, Chairperson
City of Oklahoma City	Mary Mélon-Tully, Secretary
City of Oklahoma City	Aaron Curry

Regional Transportation Authority of Central Oklahoma

MEETING INFORMATION

The Regional Transportation Authority of Central Oklahoma (RTA) typically meets once a month. The meetings are held on the third Wednesday of the month at the Arts District Parking Garage, Large Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma, at 2:30 p.m. Notices of or changes to meeting dates and locations are posted prior to the meeting at www.rtaok.org, and filed with the Secretary of State.

It is the policy of RTA to ensure communication with participants and members of the public with disabilities are as effective as communications with others. Anyone with a disability who requires accommodations, modifications of policies or procedures or auxiliary aid or services to participate in this meeting should call (405) 297-2484 at least 48 hours in advance (excluding weekends or holidays). The department will give primary consideration to the choice of auxiliary aid or service requested by the individual with disability. If you need an alternate format of the agenda or any information provided at this meeting, please call (405) 297-2484 at least 48 hours before the meeting.

Public Parking

Parking for meeting is available in the Arts District Parking Garage, 431 West Main Street, or at metered parking on the street.

Addressing RTA

The public may address RTA during public hearings on any agenda item or at the end of the meeting when the Board Chairperson asks for public comments. You may sign up to speak at the meeting. **Please limit your comments to three minutes.** Prior to the meeting, you may submit your comments by e-mail to: info@rtaok.org. Please address your e-mail to the RTA Board Chairperson.

The Chairperson or presiding officer may in his or her discretion prohibit a person from addressing the RTA, or have any person removed from the meeting, if that person commits any disorderly or disruptive behavior. Disorderly conduct includes, but is not limited to, any of the following: speaking without being recognized by the Chairperson or presiding officer; continuing to speak after notice that the speaker's allotted time has expired; presenting comments or material not relevant to the item under discussion; failing to comply with the lawful instructions of the Chairperson or presiding officer; engaging in other conduct, activity or speech that delays, pursuant to 21 O.S. §280, disruptive conduct includes any conduct that is "violent, threatening, abusive, obscene, or that jeopardizes the safety of self or others". A person may also be subject to arrest and removal from the building for violation of Oklahoma City Municipal Code 2020, § 30-81 - Disorderly conduct and/or violation of Okla. Stat. tit. 21, §280- Willfully Disturbing, Interfering With or Disrupting State Business, Agency Operations or Employees



Regional Transportation Authority
of Central Oklahoma

BOARD OF DIRECTORS MEETING AGENDA

RTA Actions

RTA may adopt, amend, approve, ratify, deny, defer, recommend, strike or continue any agenda item. RTA is not limited by staff recommendations as to the actions it may take. When more information is needed, RTA may refer matters to the Executive Director, General Counsel, committees, or independent consultants for additional information and study. Items may be stricken from the agenda, or no action may be taken.

To confirm meeting dates or for more information about the RTA, call (405) 297-2484; or visit the website at www.rtaok.org

August 21, 2024
2:30 p.m.
431 W. MAIN STREET, SUITE B, OKLAHOMA CITY, OK
REGULAR MEETING

1. Call to Order – Brad Henry, RTA Board Chairperson
2. Roll Call – Brad Henry, RTA Board Chairperson
3. Consider Approval of Minutes
 - A. July 17, 2024 Regional Transportation Authority Regular Meeting
4. Executive Director Reports – Jason Ferbrache, Interim Executive Director
5. Owner’s Representative Report – Kathryn Holmes, Holmes & Associates LLC
6. Receive Financial Reports and Ratify and Approve Claims
 - A. Period of July 1, 2024 through July 31, 2024
7. Receive Kimley Horn’s Regional Transportation Authority of Central Oklahoma’s Transit System Plan: Regional Corridors.
8. Consider a Resolution authorizing and directing the Executive Director, Interim Executive Director, or designee to pay AlphaVu \$111,004, the difference in cost between tier 3 and tier 2 services, in accordance with the terms of the Central Oklahoma Transportation and Parking Authority (COTPA) contract with AlphaVu; and administrate and use the services available under the COTPA-AlphaVu contract on behalf of and for the benefit of the Regional Transportation Authority of Central Oklahoma (RTA), or as otherwise instructed by the RTA, in accordance with the terms of said contract, retroactive to July 1, 2024 through June 30, 2025.
9. Consider ratifying the Interim Executive Director’s actions and approving the Professional Services Agreement with AFFIRM the Branding and Marketing Consultant (RTA 24-001).
10. Public Comments – Brad Henry, RTA Board Chairperson
11. New Business – Brad Henry, RTA Board Chairperson

Non-action items that were not known or reasonably foreseen at the time of the posting of the agenda. This may include requests for future agenda items.
12. Adjournment



Regional Transportation Authority
of Central Oklahoma

BOARD OF DIRECTORS MEETING MINUTES

The regular meeting of the Regional Transportation Authority (RTA) was convened at 2:40 p.m. on Wednesday, July 17, 2024, at 431 W. Main Street. This meeting was held as indicated by advanced notice filed with the Oklahoma County Clerk on July 16, 2024 at 11:05 a.m.

RTA Board of Directors Present

Brad Henry, Chairperson
Marion Hutchison, Vice Chairperson
Phil Fraim, Director
Chuck Thompson, Director
Aaron Curry, Director

Entity

City of Oklahoma City
City of Norman
City of Edmond
City of Norman
City of Oklahoma City

RTA Board of Directors Absent

James Boggs, Treasurer
Mary Mélon-Tully, Secretary

City of Edmond
City of Oklahoma City

Administrative Support Staff Present

Jason Ferbrache, Interim Executive Director
Chris Hall, Legal Counsel
Suzanne Wickenkamp, RTA Admin Support

Guests Present

Randy Entz, City of Edmond
Steve Harris, Huitt-Zollars
Scott Young Jacobs Engineering
Kyler Smith, ADG Blatt
Tahirih Johnson, ODC/CAP
William Ginn, ODC/CAP
Parker Worley, OKC Chamber
Derek Sparks, OKC Chamber
G. Zimmerman, HNTB
Mike Patterson, HNTB

Justin Henry, OKC
Bart Vleugels, ODOT
Scott Barrett, Atkins Realis
Alex Snyder, Atkins Realis
Leanne Regan, Camp Pixel
Larry Hopper, OKC Resident
Jennifer Nakayama, DOKC
Stuart Campbell, Jacobs Engineering
Philip Moore, STV
Krystal Harris, STV

Consultants Present

Kathryn Holmes, Holmes & Assoc.

July 17, 2024
2:30 p.m.
431 W. MAIN STREET, SUITE B, OKLAHOMA CITY, OK
REGULAR MEETING

1. Call to Order – 2:40 p.m.

Chairperson Henry called the meeting to order at 2:40 p.m. and introduced the newest RTA member, Phil Fraim, from the City of Edmond.

Director Fraim stated that it is a privilege and he welcomes the opportunity to work with the RTA.

2. Call – Brad Henry, RTA Board Chairperson

QUORUM PRESENT: Henry, Hutchison, Fraim, Thompson, and Curry. ABSENT: Boggs, Mélon-Tully.

3. Consider Approval of Minutes

- A. June 26, 2024 Regional Transportation Authority Special Meeting

APPROVED: Moved by Curry, seconded by Hutchison. AYES: Henry, Hutchison, Thompson, and Curry. ABSTAINED: Fraim. NAYS: None.

4. Executive Director Reports – Jason Ferbrache, Interim Executive Director

Interim Executive Director Ferbrache reported that the notice of funding for the Rail Crossing Elimination program grant has been open. Staff plan on applying for that program. If awarded the grant, it would allow the RTA to perform a study of rail crossings that impact current and future transit and the study could help decide which ones could be eliminated. Interim Executive Director Ferbrache stated that he and Kathryn met with Mike Allegra who has had a lot of success with getting referendums passed, and that he will be a great asset as we move forward with that.

Director Hutchison stated that the RTA will be able to benefit from other cities that have already implemented a regional transit system to assist us in the dos and don'ts.

Chairperson Henry stated that there may be a way to leverage some Department of Transportation dollars as part of the local match for the transit infrastructure, if that is possible.

5. Owner's Representative Report – Kathryn Holmes, Holmes & Associates LLC

Kathryn Holmes, Holmes and Associates, stated that the coach configuration will not work with the passenger projections given the geographic constraints in the BNSF corridor. The Chicago

system, Metra, has an option to purchase some vehicles and Kathryn asked about the RTA buying some of those options. The option period is open until April 2, 2027. The contract is very lengthy, and Metra provided the consultant they used, which was STV, so we can get STV's assistance since they know the document and the car. The final report of the EDEI, which was funded by the RAISE grant will be posted on the RTA's website. Kathryn stated that Jason and I will be attending a meeting that BNSF has called for August 5th.

6. Receive Financial Reports and Ratify and Approve Claims

A. Period of June 1, 2024 through June 30, 2024

RECEIVED, RATIFIED AND APPROVED: Moved by Thompson, seconded by Curry. AYES: Henry, Hutchison, Fraim, Thompson, and Curry. NAYS: None.

7. Consider a Resolution of the Regional Transportation Authority of Central Oklahoma authorizing the Interim Executive Director to negotiate a Professional Services Agreement with a Branding and Marketing Consultant, to award the contract and provide the selected consultant with a Notice to Proceed; and directing the Interim Executive Director to return the awarded Professional Services Agreement to the Board for ratification.

Interim Executive Director Ferbrache stated there was an RFP for a Branding and Marketing Consultant. Seventeen proposals were received. Kathryn and Interim Executive Director Ferbrache narrowed those proposals down to five firms to interview. The selection committee interviewed those five firms and determined that AFFIRM was the best proposal.

Director Hutchison explained AFFIRM was selected because they have a very long history of branding and marketing experience around transit, specifically with RTAs. AFFIRM also addressed the concern that they may not know the local culture but would bring on a subconsultant if needed to assist with outreach.

ADOPTED: Moved by Hutchison, seconded by Curry AYES: Henry, Hutchison, Fraim, Thompson, and Curry. NAYS: None.

8. Public Comments – Brad Henry, RTA Board Chairperson

Larry Hopper, OKC resident, stated that things are really starting to come together, but what he would like to know is what the costs of rail transit and what the ridership is estimated to be and perhaps break it down by city. There may be some questions that could be posed to ETC that could prove to be very useful. Just make sure the RTA is enhancing the other transit services already in place.

Leanne Regan, Camp Pixel, stated that Camp Pixel was one of the seventeen proposals received for the Branding and Marketing RFP. Ms. Regan said that it would be a good idea to use a local firm in conjunction with AFFIRM that understands the makeup of the people that are using the system.

9. New Business – Brad Henry, RTA Board Chairperson

None.

10. Adjournment – 3:36 p.m.

ADJOURNED: Moved by Curry, seconded by Thompson. AYES: Henry, Hutchison, Frain, Thompson, and Curry. NAYS: None.

APPROVED by the Directors and **SIGNED** by the Chairperson of the Regional Transportation Authority of Central Oklahoma, this _____ day of _____ 2024.

ATTEST:

**REGIONAL TRANSPORTATION
AUTHORITY OF CENTRAL
OKLAHOMA**



Mary Melon-Tully, Secretary



Brad Henry, Chairperson

Regional Transportation Authority of Central Oklahoma FY2025 Year End Forecast

Presented August 21, 2024

Prepared by RTA Support Team (unaudited)

OPERATIONS Sources	YTD Actuals	Est. Remaining	Total YE	FY24	Variance	Variance %
	Jul	Aug-Jun	Forecast	Budget		
Local Contributions	\$0	\$1,517,535	\$1,517,535	\$1,517,535	\$0	
Total Operations Revenues	\$0	\$1,517,535	\$1,517,535	\$1,517,535	\$0	0%

Expenditures	YTD Actuals	Est. Remaining	Total YE	FY24	Variance	Variance %
	Jul	Aug-Jun	Forecast	Budget		
Contracts and Services						
Professional Services - COTPA Administration	\$10,070	\$110,772	\$120,842	\$120,842	\$0	
Professional Services - Holmes & Associates	\$36,401	\$663,599	\$700,000	\$700,000	\$0	
Professional Services - Kimley Horn ⁽¹⁾	\$19,747	\$215,115	\$234,862	\$234,862	\$0	
Professional Services - On-Call Engineering Consultant	\$0	\$100,000	\$100,000	\$100,000	\$0	
Transfer to Grant Activity for Local Grant Match ⁽²⁾	\$27,105	\$107,749	\$134,854	\$134,854	\$0	
BNSF Study Fee	\$18,703	\$81,297	\$100,000	\$100,000	\$0	
Professional Services-Legal	\$0	\$50,000	\$50,000	\$50,000	\$0	
Professional Service - Financial Planning Consultant	\$0	\$100,000	\$100,000	\$100,000	\$0	
Professional Service - Economic Advising Consultant	\$9,091	\$4,545	\$13,636	\$10,000	-\$3,636	
Independent Financial Audit	\$0	\$9,700	\$9,700	\$9,700	\$0	
Website Hosting Fee	\$0	\$2,500	\$2,500	\$2,500	\$0	
Branding	\$0	\$250,000	\$250,000	\$250,000	\$0	
Conference/Training	\$0	\$7,850	\$7,850	\$7,850	\$0	
Directors & Officer Liability Insurance	\$0	\$3,500	\$3,500	\$3,500	\$0	
Advertising/Public Notice	\$172	\$828	\$1,000	\$1,000	\$0	
Printing & Binding	\$43	\$457	\$500	\$500	\$0	
Postage	\$0	\$100	\$100	\$100	\$0	
Mileage	\$0	\$500	\$500	\$500	\$0	
Parking	\$6	\$244	\$250	\$250	\$0	
Travel	\$0	\$20,000	\$20,000	\$20,000	\$0	
Market Research Services	\$4,083	\$106,917	\$111,000	\$111,000	\$0	
CIG Implementation Advisor	\$2,710	\$87,290	\$90,000	\$90,000	\$0	
Other Services & Fees	\$0	\$300	\$300	\$300	\$0	
Total Contracts and Services	\$128,131	\$1,923,263	\$2,051,394	\$2,047,758	-\$3,636	0%
Equipment and Supplies						
Office Supplies	\$0	\$320	\$320	\$320	\$0	
Food	\$0	\$1,000	\$1,000	\$1,000	\$0	
Other Supplies	\$0	\$200	\$200	\$200	\$0	
Total Equipment and Supplies	\$0	\$1,520	\$1,520	\$1,520	\$0	0%
Total Operations Expenditures	\$128,131	\$1,924,783	\$2,052,914	\$2,049,278	-\$3,636	0%

⁽¹⁾ This reflects estimated expenses from two invoices carried over from FY24

⁽²⁾ This is the 38% local match required for the RAISE grant based on estimated consultant cost.

GRANT ACTIVITY Sources	YTD Actuals	Est. Remaining	Total YE	FY24	Variance	Variance %
	Jul	Aug-Jun	Forecast	Budget		
Federal Grant ⁽³⁾	\$43,368	\$172,400	\$215,768	\$215,768	\$0	
Transfer from Operations for Local Grant Match ⁽⁴⁾	\$27,105	\$107,749	\$134,854	\$134,854	\$0	
Total Grant Revenues	\$70,473	\$280,149	\$350,622	\$350,622	\$1	0%

Expenditures	YTD Actuals	Est. Remaining	Total YE	FY24	Variance	Variance %
	Jul	Aug-Jun	Forecast	Budget		
Contracts and Services						
Professional Services - RAISE Grant Consultant Fees	\$ 70,473	\$280,150	\$350,622	\$350,622	\$0	
Total Grant Expenditures	\$70,473	\$280,150	\$350,622	\$350,622	\$0	0%

⁽³⁾ This revenue is reimbursement from COTPA for 62% of consultant fees for the RAISE grant study.

⁽⁴⁾ This revenue is the 38% RTA local match for RAISE grant consultant fees.

FY25 Beginning Cash Balance	\$1,433,063
FY25 Ending Cash Balance (Forecast)	\$897,684

**Regional Transportation Authority of Central Oklahoma
Payment Claims**

Period: 7/01/2024 to 7/31/2024

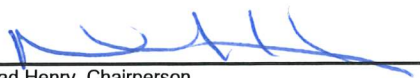
Date	Vendor	Description	Invoice No.	Cost	Total
8/1/2024	Holmes & Associates LLC	Consultant Fees - Labor Cost Reimbursement RTA	824 824	\$ 48,687.50 \$ 1,141.75	\$ 49,829.25
6/30/2024	Kimley-Horn	<u>AA Update - Year 4</u> Task 1 - Project Management Task 4 - AA Process Task 5 - Station Area/Land Use Analysis Task 6 - Rail Ops Planning Expenses	28518650 28518650 28518650 28518650 28518650	\$ 2,047.50 \$ 155.00 \$ 1,162.50 \$ 167.50 \$ 14.40	\$ 3,546.90
6/30/2024	Kimley-Horn	<u>EDEI Project</u> Project Management Project Participation Alternatives Analysis	196742000-0624 196742000-0624 196742000-0624	\$ 8,205.00 \$ 11,475.00 \$ 12,660.15	\$ 32,340.15
8/8/2024	Cardinal Infrastructure	Professional Services - July 2024	2979	\$ 3,437.50	\$ 3,437.50
8/7/2024	AlphaVu	Transit Research	2052	\$ 9,250.00	\$ 9,250.00
8/9/2024	BNSF	Preliminary Engineering	1011660	\$ 9,982.32	\$ 9,982.32
7/25/2024	Regional Economic Advisors	Task Order #1 - Payment 12 of 13	July	\$ 4,545.45	\$ 4,545.45
8/18/2024	COTPA	Admin Services Fee Reimbursement for Printing	2025-102 2025-102	\$ 10,070.00 \$ 16.80	\$ 10,086.80
Total Claims					\$ 123,018.37

APPROVED by the Regional Transportation Authority of Central Oklahoma, and SIGNED by the Treasurer and Chairman on this 21st day of August 2024.

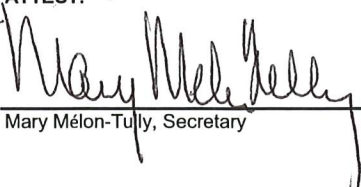
TREASURER:

REGIONAL TRANSPORTATION AUTHORITY OF
CENTRAL OKLAHOMA


James P. Boggs


Brad Henry, Chairperson

ATTEST:


Mary Melon-Tully, Secretary



HOLMES & ASSOCIATES LLC

Holmes & Associates LLC
 910 S Donner Way #304
 Salt Lake City, UT 84108
 Phone: 703.999.4440
 E-Mail: kathryn@holmesassociatesllc.com

Invoice #824

August 1, 2024

EIN: 82-1144150
 Supplier ID: 231866
 P.O # 2021-003

Client

RTA
 2000 S. May
 Oklahoma City, OK 73108
 ATTN: James P. Boggs
 boggsedmondrt@cox.net
 ATTN: Suzanne Wickenkamp
 Suzanne.wickenkamp@okc.gov
 ATTN : Christina Hankins
 Christina.hankins@okc.gov

Date	Billor	Description	Hours/Qty	Rate	Amount
7/01– 7/31/2024	KAH	RTA - TIME: Time billed by K Holmes for the period 7/01/2024 to 7/31/2024	111.25	410.00	\$45,612.50
7/01– 7/31/2024	KAH	RTA - TIME: Travel time billed by K Holmes for the period 7/01/2024 to 7/31/2024	15.00	205.00	3,075.00
7/01– 7/31/2024	KAH	RTA – COSTS: Total costs incurred by KAH			\$1,141.75

We appreciate your business. Please make checks payable to "Holmes & Associates LLC." Thank you.

Invoice Balance Due

\$49,829.25

<p>Please remit payment electronically to:</p> <p>Account Name: KIMLEY-HORN AND ASSOCIATES, INC. Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104 Account Number: 2073089159554 ABA#: 121000248 Please send remittance information to: payments@kimley-horn.com</p>	<p>If paying by check, please remit to:</p> <p>KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 913221 DENVER, CO 80291-3221</p>
--	--

RTA OF CENTRAL OK
 ATTN: JASON FERBRACHE
 2000 S. MAY AVENUE
 OKLAHOMA CITY, OK 73108

Invoice Amount: \$3,546.90
 Invoice No: 28518650
 Invoice Date: Jun 30, 2024
 Project No: 197385001.C
 Project Name: RTA OK AA/NEPA STUDY
 Project Manager: SCANLON, LIZ
 Client Reference:

Federal Tax Id: 56-0885615
 For Services Rendered through Jun 30, 2024

COST PLUS MAX

Description	Contract Value	% Billed to Date	Amount Billed to Date	Previous Amount Billed	Current Amount Due
ALTERNATIVES ANALYSIS	127,519.00	76.12%	97,062.50	96,907.50	155.00
EXPENSES	17,000.00	27.00%	4,590.70	4,576.30	14.40
OFFICE EXPENSE	0.00		0.00	0.00	0.00
PROJECT MANAGEMENT	193,941.00	37.07%	71,890.00	69,842.50	2,047.50
PUBLIC ENGAGEMENT	39,576.00	6.49%	2,567.50	2,567.50	0.00
RAIL OPERATIONS PLAN	163,076.00	72.84%	118,788.95	118,621.45	167.50
SANTE FE IMHS	86,561.00	99.94%	86,510.00	86,510.00	0.00
STATION AREA ANALYSIS	63,723.00	99.90%	63,660.00	62,497.50	1,162.50
SUBCONSULTANT MARKUP	2,625.00	0.00%	0.00	0.00	0.00
TRAVEL DEMAND/RIDERSHIP	42,316.00	66.58%	28,175.00	28,175.00	0.00
Subtotal	736,337.00	64.27%	473,244.65	469,697.75	3,546.90
Total COST PLUS MAX					3,546.90

Total Invoice: \$3,546.90

<p>Please remit payment electronically to:</p> <p>Account Name: KIMLEY-HORN AND ASSOCIATES, INC. Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104 Account Number: 2073089159554 ABA#: 121000248 Please send remittance information to: payments@kimley-horn.com</p>	<p>If paying by check, please remit to:</p> <p>KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 913221 DENVER, CO 80291-3221</p>
--	--

RTA OF CENTRAL OK
 ATTN: JASON FERBRACHE
 2000 S. MAY AVENUE
 OKLAHOMA CITY, OK 73108

Federal Tax Id: 56-0885615
 For Services Rendered through Jun 30, 2024

Invoice Amount: \$32,340.15

Invoice No: 196742000-0624
 Invoice Date: Jun 30, 2024

Project No: 196742000
 Project Name: RTA - WEST AND AIRPORT AA
 Project Manager: SCANLON, LIZ

Client Reference:

COST PLUS MAX

KHA Ref # 196742000.3-28735961R

Description	Contract Value	% Billed to Date	Amount Billed to Date	Previous Amount Billed	Current Amount Due
PROJECT MANAGEMENT	188,097.00	84.01%	158,022.50	149,817.50	8,205.00
PUBLIC PARTICIPATION	288,076.00	95.73%	275,774.69	264,299.69	11,475.00
ALTERNATIVES ANALYSIS	680,987.47	55.93%	380,856.42	368,196.27	12,660.15
Subtotal	1,157,160.47	70.40%	814,653.61	782,313.46	32,340.15
Total COST PLUS MAX					32,340.15

Total Invoice: \$32,340.15



600 Massachusetts Avenue, NW
Suite 250
Washington, DC 20001
202-240-2857

INVOICE

INVOICE #2979
PO 2024-016
DATE: AUGUST 8, 2024

TO:

Regional Transportation Authority of Central Oklahoma
2000 South May
Oklahoma City, Oklahoma 73108

DESCRIPTION	HOURS	RATE	AMOUNT
Professional Services (July 1 to 31, 2024)			
Sherry Little	0.50	\$550.00	\$275.00
Auke Mahar-Piersma	2.50	\$550.00	\$1,375.00
Jamie Harrell	3.25	\$550.00	\$1,787.50
Total	6.25		\$3,437.50
Total			
Monthly report attached.			

Please make all checks payable to Cardinal Infrastructure LLC.

Thank you for your business!



INVOICE

CUSTOMER NUMBER : 1011660
INVOICE NUMBER : 90271966
AMOUNT :\$9,982.32
DATE :08/09/2024

MAKE CHECKS PAYABLE TO:
BNSF RAILWAY COMPANY
3115 SOLUTIONS CENTER
CHICAGO, ILLINOIS 60677-3001

REGIONAL TRANSPORTATION
AUTHORITY OF
CENTRAL OKLAHOMA
2000 S MAY AVE
OKLAHOMA CITY OK 73108
USA

FOR FURTHER INFORMATION:
EMILY BUI
(817)593-1021
EMILY.BUI@BNSF.COM

BNSF TIN NO.41-6034000

CONTRACT NO: SA7002424

TO PAY BY WIRE/ACH:
BANK: NORTHERN TRUST-CHICAGO IL
SWIFT # CNORUS 44
BANK ABA # 071000152
BNSF ACCOUNT # 31099171

If paying by wire/ACH, please send the remit detail to cashapps@bnsf.com

** PLEASE SHOW ABOVE INVOICE NUMBER ON YOUR REMITTANCE TO ASSURE PROPER CREDIT TO YOUR ACCOUNT **

PRELIMINARY ENGINEERING DESIGN FOR THE OKLAHOMA RTA TO EXPAND RAIL SERVICE FROM EDMOND TO NORMAN, OK.
L/S 7400, MP 370 TO 402, DOT # 012120A

100% BILLABLE TO REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA

WBS 7-0024-24

PARTIAL # 5

Total Costs:	\$9,982.32
Billable Pct :	100.00 %
Invoice Total :	\$9,982.32

This bill represents only charges posted to the identified WBS as of the last day of the month preceding the invoice date. Unless otherwise explicitly stated, further billings may be issued, should additional costs be identified for this WBS or other WBS' related to work at this location.

1100 15th St NW, 4th Floor
Washington, DC 20005
(202) 450-6541
scott@alphavu.com
www.alphavu.com



BILL TO

Christina Hankins
Regional Transportation Authority
of Central Oklahoma
2000 South May Avenue
Oklahoma City, Oklahoma
73108

INVOICE # 2052
DATE 08/07/2024
DUE DATE 09/06/2024
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
Social network intelligence, analysis, and reporting July 2024 Services --Retainer	1	9,250.00	9,250.00

BALANCE DUE **\$9,250.00**

Invoice July 2024

Regional Economic Advisers

a division of Thorberg Collectorate, Inc.

141 NE 13th St, Oklahoma City, OK 73104



THORBERG
COLLECTORATE

Date July 25, 2024	Attn Kathryn Holmes, RTA Owner's Representative 2000 S May Ave Oklahoma City, OK 73108	Amount \$4,545.45
------------------------------	---	--

Instructions

If paying by check, please make it payable to Regional Economic Advisers.

Item Description	Date	Rate	Amount
Monthly Task Order for the month of July 2024 *Final invoice of current contract	July 25 th , 2024	\$4,545.45	\$4,545.45
SUBTOTAL			\$4,545.45

Thank you!



CENTRAL OKLAHOMA
TRANSPORTATION & PARKING
AUTHORITY

REMIT PAYMENT TO:
EMBARC - Accts Receivable
2000 S. May | Oklahoma City, OK 73108
embarkok@okc.gov

Bill To: **Regional Transportation
Authority of Central Oklahoma**

Invoice #: 2025-102

Address: 2000 S May Avenue
Oklahoma City, OK 73108

Invoice Date: 8/18/24

Invoice For: *Administrative Services*

Item #	Description	Qty	Unit Price	Discount	Price
1	Admin Services Fee - July 2024	1	\$10,070.00		\$10,070.00
2	Reimbursement Printing	1	\$16.80		\$16.80

NOTES: RTA PO # 2025-003

Invoice Subtotal	\$10,086.80
Tax Rate	
Sales Tax	\$0.00
Other	
Deposit Received	

Make all checks payable to EMBARK	TOTAL	\$10,086.80
-----------------------------------	--------------	--------------------



TO: Chairperson and Board of Directors

FROM: Interim Executive Director

Receive Kimley Horn's Regional Transportation Authority of Central Oklahoma's Transit System Plan: Regional Corridors.

Background On April 21, 2021 (Item No. 6.B) the Regional Transportation Authority of Central Oklahoma (RTA) adopted the RTA Transit System Plan. The Transit System Plan set a long-term vision for transit growth across member cities. To do this, the RTA focused on identifying regional corridors to evaluate for high-capacity transit options and meet goals for the transit system plan.

The RTA Board has adopted a Locally Preferred Alternative (LPA) for each Corridor, inclusive of both an alignment and transit mode. The RTA has adopted the following LPAs:

- North/South Corridor (Commuter Rail): Connecting Edmond to Norman via Oklahoma City, utilizing the existing BNSF railroad corridor;
- East Corridor (Bus Rapid Transit): Connecting Downtown Oklahoma City to Tinker Air Force Base to the East via Reno Avenue, Eastern Avenue, and 29th Street;
- Airport Corridor (Light Rail): Connecting Downtown Oklahoma City to Will Rogers World Airport via Reno Avenue and Meridian Avenue;
- West Corridor (Bus Rapid Transit): Connecting Downtown Oklahoma City to Western Oklahoma City via 10th Street, MacArthur Boulevard, Reno Avenue, Council Road, and 15th Street.

Staff request that the RTA Board of Directors receive the RTA's Transit System Plan.

Recommendation: Receive Transit System Plan

Jason Ferbrache
Interim Executive Director



Regional Transportation Authority
of Central Oklahoma

RTA of Central Oklahoma Transit System Plan: Regional Corridors

Adopted on April 21, 2021

Updated on July 15, 2024



Prepared by
Kimley»Horn

Table of Contents

About the RTA	1
Process.....	2
<i>Review of Prior Work</i>	3
<i>Collaborating with Our Partners</i>	3
Transit Framework	4
<i>Existing Fixed-Route Bus System</i>	4
<i>Initiatives by Other Partners</i>	5
Transit System Vision – Our Goals	8
Regional Transit Corridors	8

List of Figures

Figure 1. Timeline of RTA	2
Figure 2. Transit System Plan Implementation Process	2
Figure 3. RTA's Partners.....	4
Figure 4. Transit Framework	4
Figure 5. Existing Fixed-Route Bus Transit System.....	6
Figure 6. Initiatives by Others.....	7
Figure 7. Future Transit System.....	10

List of Tables

Table 1. Review of Prior Work.....	3
------------------------------------	---

RTA of Central Oklahoma Transit System Plan: Regional Corridors

The Central Oklahoma region is growing and will continue to grow rapidly into the future. At the same time, the mobility landscape is evolving with new technology and innovations, and people desiring alternative transportation options to connect them to key activity centers such as employers, educational institutions, and commercial areas. The Regional Transportation Authority of Central Oklahoma (RTA) developed a long-term transit system plan for the Central Oklahoma region. To do this, the RTA is focused on identifying regional corridors to evaluate for high-capacity transit options and meet goals for the transit system plan. The identified regional corridors are outlined in this RTA Transit System Plan: Regional Corridors (Plan).¹ The RTA Board has adopted a Locally Preferred Alternative (LPA) for each Corridor, inclusive of both an alignment and transit mode.²

The regional corridors outlined in the Plan will build upon the existing fixed-route transit system of member cities and transit initiatives by partner agencies. The regional corridors are based on previous studies and plans completed for the region and present key opportunities for high-capacity transit, connecting more people to the key activity centers in Central Oklahoma region. In future phases, these regional corridors will require design and environmental analysis before implementation.

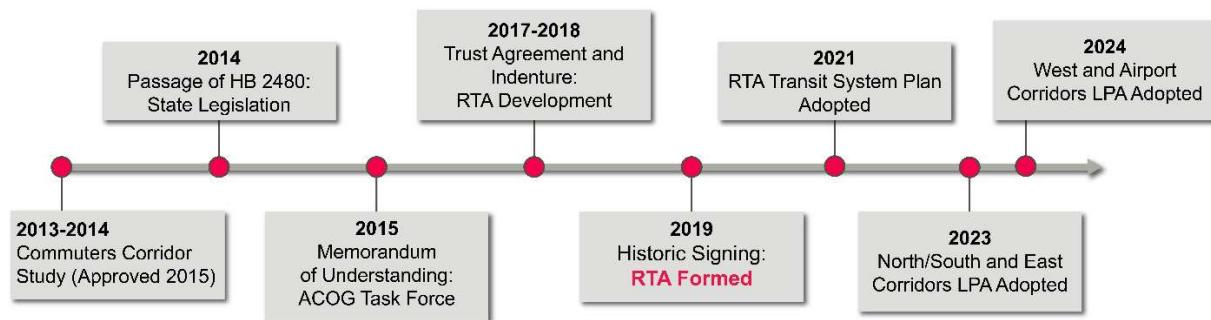
About the RTA

The RTA is a regional independent governmental agency established in 2019, under the laws of the State of Oklahoma. **Figure 1** shows the timeline of RTA's formation. The responsibilities of RTA include developing, funding, constructing/implementing, and operating/maintaining projects within the RTA district boundaries. In 2024, member cities include **Edmond, Norman, and Oklahoma City**.

¹ The adopted Transit System Plan from 2021 can be found here: <https://www.rtaok.org/wp-content/uploads/2021/04/RTA-Transit-System-Plan-2021-Approved.pdf>

² A transit mode is a type of transit vehicle (such as Light Rail, BRT, or Commuter Rail)

Figure 1. Timeline of RTA



Process

The RTA has initiated the development of a high-capacity transit system for the region. The process RTA is undertaking is shown in **Figure 2**.

Figure 2. Transit System Plan Implementation Process



The first phase is the Transit System Plan, which included the following tasks:

- **Assessment of Prior Work**
Review and assess the key findings of transit studies and plans completed for the region to help inform the goals of the transit system and the identification of regional transit corridors
- **Development of Goals**
Build on the community and stakeholder input from prior work to develop goals that align with the region’s vision for the future transit system
- **Identification of Regional Transit Corridors for Evaluation**
Use the findings and community outreach of prior work to identify regional transit corridors to evaluate in the alternatives analysis phase

Since the development of the Transit System Plan (adopted by the RTA Board of Director’s in 2021), the RTA has completed the Alternatives Analysis phase, the results of which are also summarized in this updated document. Next steps include environmental, engineering, and implementation as funding allows.

Review of Prior Work

An assessment and review of four previous transit studies and plans informed the development of the RTA Transit System Plan. These prior efforts identified transit opportunities for the Central Oklahoma region. The four studies reviewed are described in **Table 1**.

These studies served as the foundation for the Transit System Plan by leveraging prior community feedback to inform the development of the goals for RTA’s regional transit system vision and identification of regional transit corridors for high-capacity transit.

Table 1. Review of Prior Work

Year Published	Study Name	Sponsor	Key Findings/Purpose
2005	Fixed Guideway Study	COTPA ³	Identifies 2030 System Plan Vision including blend of enhanced bus, BRT, streetcar, and commuter rail corridors
2011	Intermodal Transportation Hub Master Plan	ACOG ⁴	Identifies a feasible, centralized intermodal hub site to accommodate the fixed guideway system identified in 2005 Study
2015	Commuter Corridors Study	ACOG	Analyzes corridors from 2005 Study, and recommends transit connections to the North (to Edmond), South (to Norman), and East (to Tinker Air Force Base)
2016	Encompass 2040	ACOG	Metropolitan Transportation Plan identifies how to invest \$10b in transportation system over 25-year horizon within the OCARTS area

Collaborating with Our Partners

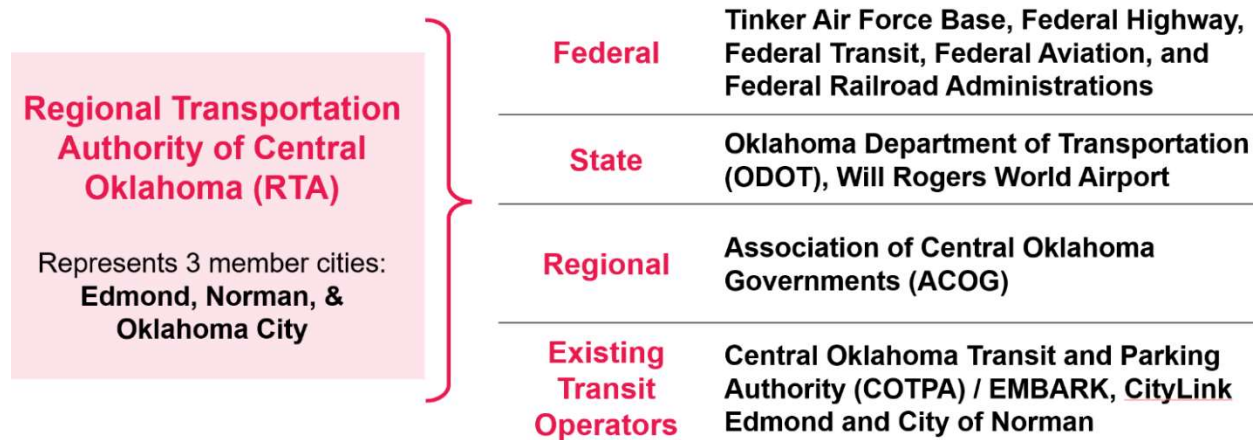
Collaboration is an important element in the development of the region’s transit system. With limited funding and a diverse range of mobility needs for the region, working together is critical to implement a transit system that aligns with the region’s needs, vision, and goals.

The RTA is governed by a seven-member board of directors, with appointed officials from each member city. As shown in **Figure 3**, RTA will continue to closely collaborate with several agencies through the various phases of the process, in addition to working with member cities.

³ Central Oklahoma Transportation and Parking Authority (COTPA)

⁴ Association of Central Oklahoma Governments (ACOG)

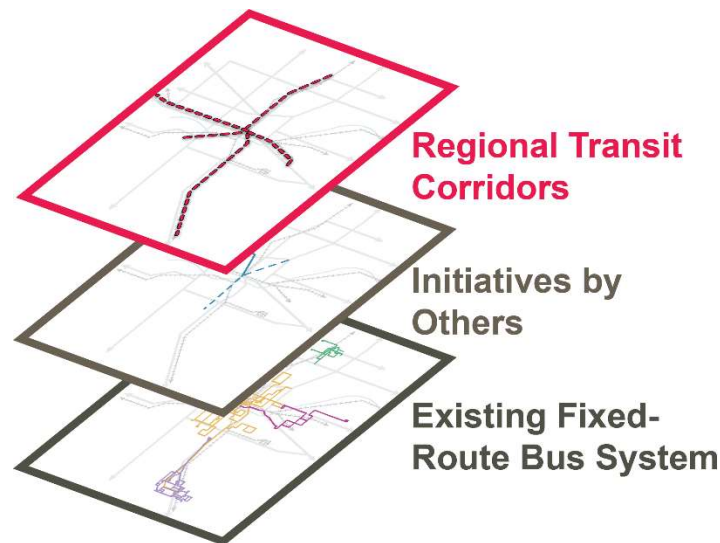
Figure 3. RTA's Partners



Transit Framework

Understanding how the future high-capacity corridors relate to the local transit network is an important component of planning for the overall transportation system. The transit framework consists of three layers as shown in **Figure 4**. The layering of existing fixed-route bus services, initiatives by others, and the regional transit corridors create a comprehensive transit system that provides access and options to help connect people to key activity centers and their everyday destinations. Each layer in the transit framework is described in this section.

Figure 4. Transit Framework



Existing Fixed-Route Bus System

The Central Oklahoma region has a robust fixed-route bus network and streetcar system in place, especially in the Oklahoma City metro area. The existing fixed-route bus system is shown in **Figure 5**. The existing fixed-route bus system consists of local bus services in Edmond, Oklahoma City, Midwest City, and Norman with streetcar services in downtown Oklahoma City.

The existing fixed-route bus system is the foundation of a comprehensive transit system and helps riders connect to more local community destinations. This layer in the transit framework will help connect people from localized destinations to the future high-capacity transit system being proposed for the regional transit corridors.

Initiatives by Other Partners

Key to the future regional transit system plan are planning initiatives by others within Central Oklahoma including COTPA/EMBARK and Metropolitan Area Projects (MAPS) 4. These transit planning initiatives include the following:

- Northeast and South Oklahoma City BRT project – MAPS 4 has identified an adopted LPA that serves Northeast (the Adventure District) and South Oklahoma City.⁵ With the alternatives analysis process complete, the project will enter the preliminary engineering and environmental phase.

These initiatives by others are shown in **Figure 6**.

⁵ https://engagekh.com/maps-4-brt-alternatives-analysis/recommended_alternative

Figure 5. Existing Fixed-Route Bus Transit System

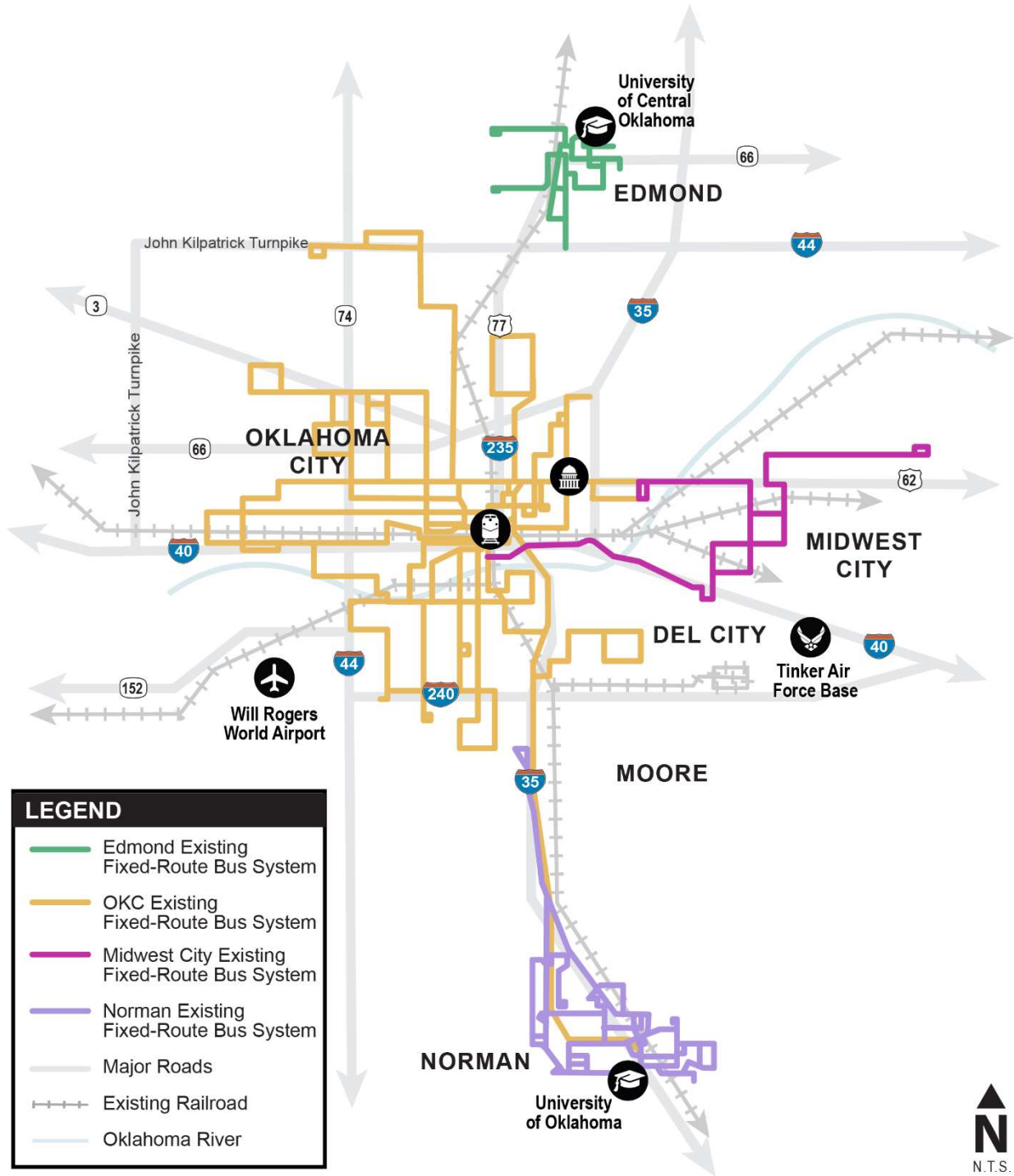
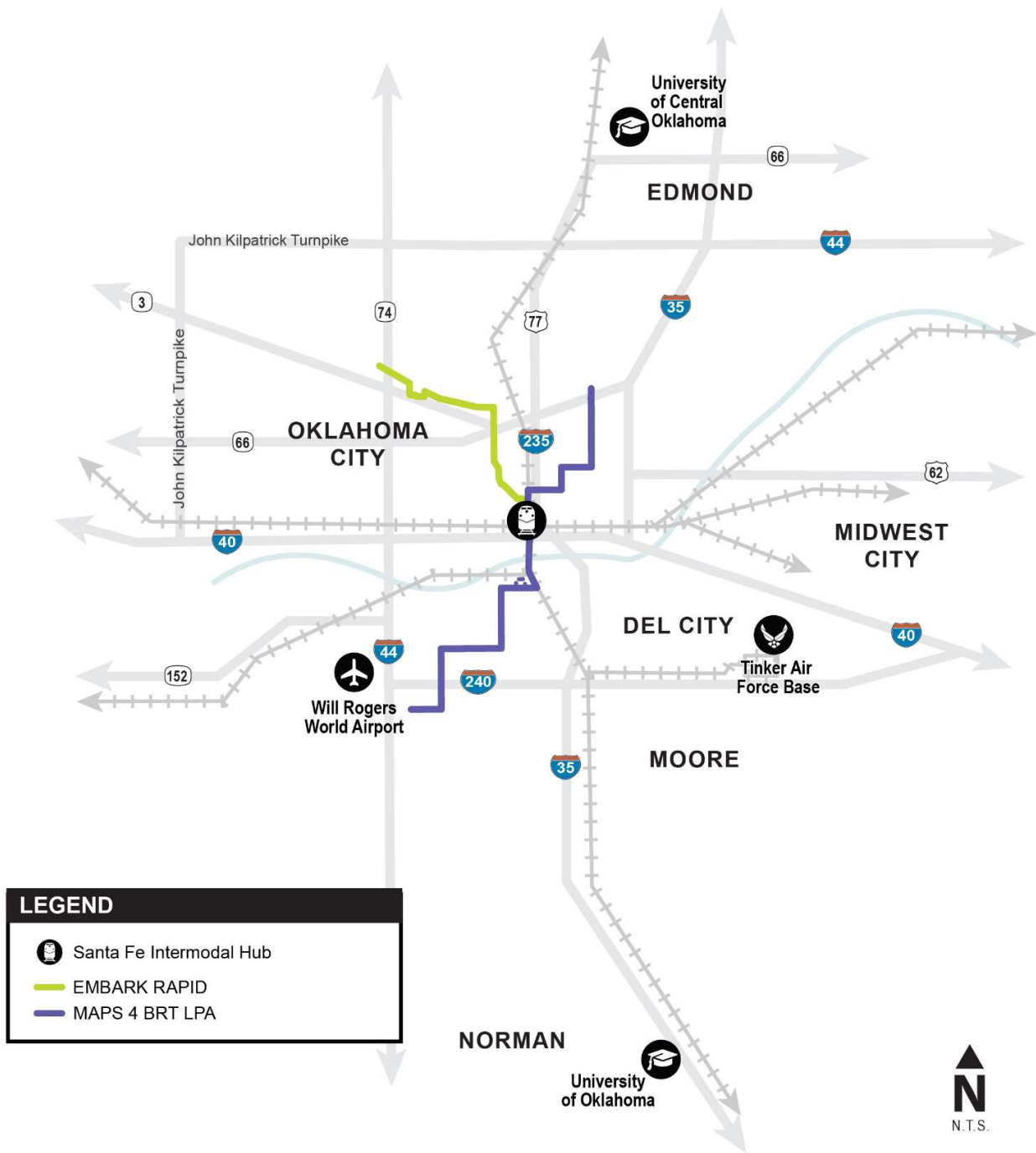


Figure 6. Initiatives by Others



Transit System Vision – Our Goals

Based on community/stakeholder input and prior transit studies, the following goals have been developed to help guide RTA’s development of a high-capacity transit system in the Central Oklahoma region. These goals guide the RTA, the RTA Transit System Plan, the Alternatives Analysis, and future high-capacity project development activities.



Mobility & Connectivity

Increase regional transportation choices by connecting activity centers with high-capacity transit that is fast and reliable.



Equity & Accessibility

Implement a safe and accessible system for all people that creates a community with options.



Economic & Workforce Development

Develop a transit system that inspires economic development to promote growth in the region and national competitiveness.



Sustainability & Viability

Provide a cost-effective sustainable system that invests resources responsibly.

Regional Transit Corridors

RTA wants to build upon the existing fixed-route bus system and the initiatives by others with regional transit corridors which aim to connect people via high-capacity transit to regional activity centers such as job centers, educational institutions, entertainment, and commercial areas. These regional transit corridors can help connect more people to activity centers such as Tinker Air Force Base, Will Rogers World Airport, University of Oklahoma, University of Central Oklahoma, and Downtown Oklahoma City, allowing people to take transit to go to work, go to shop or to restaurants, or to educational institutions.

RTA also recognizes that in the future there may be new member cities who join RTA and additional activities occurring in parts of the Central Oklahoma region that are rapidly growing and will need high-capacity transit options. To account for these conditions, RTA has identified regional transit corridors with this consideration in mind. Using prior work completed in the region and building upon community input received, RTA identified several regional transit corridors. The regional transit corridors include:

- **North/South Corridor:** Connecting Edmond to the North and Norman to the South
- **East Corridor:** Connecting Downtown Oklahoma City to Tinker Air Force Base to the East
- **Airport Corridor:** Connecting Downtown Oklahoma City to the Will Rogers World Airport
- **West Corridor:** Connecting Downtown Oklahoma City to west Oklahoma City

Locally Preferred Alternatives (July 2024 Update)

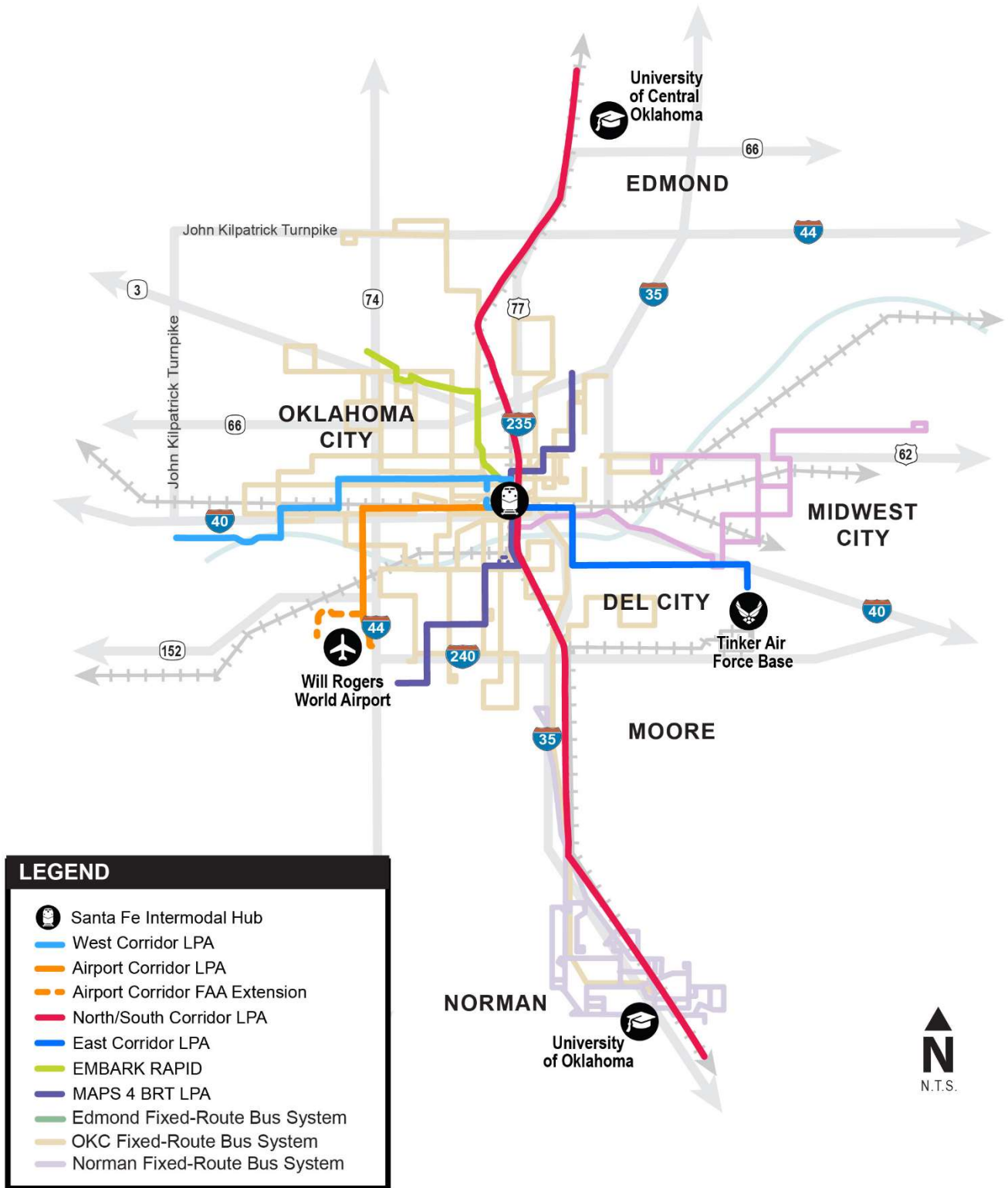
After completing the Alternatives Analysis process for each of the four corridors, the RTA has adopted the following LPAs. The four corridors build upon the originally identified corridors by specifying an alignment and transit mode and are shown as part of the future regional network in **Figure 7**.

- **North/South Corridor (Commuter Rail):** Connecting Edmond to Norman via Oklahoma City, utilizing the existing BNSF railroad corridor
- **East Corridor (Bus Rapid Transit):** Connecting Downtown Oklahoma City to Tinker Air Force Base to the East via Reno Avenue, Eastern Avenue, and 29th Street.
- **Airport Corridor (Light Rail):** Connecting Downtown Oklahoma City to the Will Rogers World Airport via Reno Avenue and Meridian Avenue.
- **West Corridor (Bus Rapid Transit):** Connecting Downtown Oklahoma City to Western Oklahoma City via 10th Street, MacArthur Boulevard, Reno Avenue, Council Road, and 15th Street.

The next steps for further advancing these corridors would be to complete environmental and preliminary engineering studies and identify funding plans. Final design and construction will commence once these phases of project development have been completed.

The RTA anticipates that LPAs adopted as part of the TSP will be reexamined periodically over time to account for changes in conditions, including growth and development. This Transit System Plan embodies a vision for high-capacity transit to complete a comprehensive transit system providing important connections to the Central Oklahoma region for years to come.

Figure 7. Future Transit System





TO: Chairperson and Board of Directors

FROM: Interim Executive Director

Consider a Resolution authorizing and directing the Executive Director, Interim Executive Director, or designee to pay AlphaVu \$111,004, the difference in cost between tier 3 and tier 2 services, in accordance with the terms of the Central Oklahoma Transportation and Parking Authority (COTPA) contract with AlphaVu; and administrate and use the services available under the COTPA-AlphaVu contract on behalf of and for the benefit of the Regional Transportation Authority of Central Oklahoma (RTA), or as otherwise instructed by the RTA, in accordance with the terms of said contract, retroactive to July 1, 2024 through June 30, 2025.

Background The Regional Transportation Authority of Central Oklahoma (“RTA”) is a public trust created pursuant to the authority of Title 60 O.S. § 176 et seq., as authorized by Title 68 OS §1370.7, for purposes of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the RTA.

The Central Oklahoma Transportation and Parking Authority (“COTPA”) is an Oklahoma public trust created pursuant to the authority of Title 60 O.S. § 176 et seq. for purposes of planning, financing, developing, maintaining, and operating public transportation systems within or without the territorial boundaries of The City of Oklahoma City, among other things

COTPA has a contract with AlphaVU to conduct transit research and examine and evaluate public opinion related to public transportation services. The contract authorizes The City of Oklahoma City, and any public trust which the beneficiary is the City of Oklahoma City, and the RTA to avail itself of services from the contract.

On June 21, 2023, the RTA adopted a resolution that allows the RTA to avail itself of the services from the COTPA-AlphaVu Contract for purposes of conducting transit research and examining and evaluating public opinion related to public transportation services. That resolution expired on June 30, 2024. The RTA desires to upgrade available services under the COTPA-AlphaVu Contract from Tier 2 to Tier 3 so that it may have AlphaVu’s full spectrum of services available to assist with considerations related to a RTA referendum. The cost of the upgrade is \$111,004.

This resolution authorizes and directs the Executive Director, Interim Executive Director, or designee to pay AlphaVu \$111,004, the difference in cost between Tier 3 and Tier 2 services, in accordance with the terms of the COTPA-AlphaVu contract; and administrate and use the services available under the COTPA-AlphaVu contract on behalf of and for the benefit of the RTA, or as otherwise instructed by the RTA, in accordance with the terms of said contract, retroactive to July 1,2024 through June 30, 2025.

Recommendation: Resolution be adopted.

A handwritten signature in black ink, appearing to read "Jason Ferbrache". The signature is fluid and cursive, with the first name "Jason" and last name "Ferbrache" clearly distinguishable.

Jason Ferbrache
Interim Executive Director

RESOLUTION NO. 24-0008

RESOLUTION AUTHORIZING AND DIRECTING THE EXECUTIVE DIRECTOR, INTERIM EXECUTIVE DIRECTOR OR DESIGNEE OF THE REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA (RTA) TO PAY ALPHAVU \$111,004, THE DIFFERENCE IN COST BETWEEN TIER 3 AND TIER 2 SERVICES, IN ACCORDANCE WITH THE TERMS OF THE CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY (COTPA) CONTRACT WITH ALPHAVU; AND ADMINISTER AND USE THE SERVICES AVAILABLE UNDER THE COTPA-ALPHAVU CONTRACT ON BEHALF OF AND FOR THE BENEFIT OF THE RTA, OR AS OTHERWISE INSTRUCTED BY THE RTA, IN ACCORDANCE WITH THE TERMS OF SAID CONTRACT, RETROACTIVE TO JULY 1, 2024 THROUGH JUNE 30, 2025.

WHEREAS, the Regional Transportation Authority of Central Oklahoma (“RTA”) is a public trust created pursuant to the authority of Title 60 O.S. § 176 et seq., as authorized by Title 68 OS §1370.7, for purposes of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the RTA; and

WHEREAS, the Central Oklahoma Transportation and Parking Authority (“COTPA”) is an Oklahoma public trust created pursuant to the authority of Title 60 O.S. § 176 et seq. for purposes of planning, financing, developing, maintaining, and operating public transportation systems within or without the territorial boundaries of The City of Oklahoma City, among other things; and

WHEREAS, on April 8, 2020, COTPA published a request for qualifications (RFQ) seeking a professional services contract to conduct transit research and examine and evaluate public opinion related to public transportation services; and

WHEREAS, thereafter COTPA received responses to its RFQ, evaluated the responses, recommended awarding the contract to and ultimately negotiated a contract with AlphaVu, LLC, (hereinafter “COTPA-AlphaVu Contract”); and

WHEREAS, the COTPA-AlphaVu Contract became effective on January 1, 2021, was effective for an initial term through June 30, 2021, is renewable for five additional one-year terms at the sole option of and upon written notification from COTPA, and has been renewed by COTPA

four times, the most recent one-year renewal becoming effective July 1, 2024 and remaining effective through June 30, 2025; and

WHEREAS, the Oklahoma Interlocal Cooperation Act, 74 O.S. § 1001 et seq. permits local governmental units to make the most efficient use of their powers for mutual advantage; and

WHEREAS, the COTPA-AlphaVu Contract authorizes The City of Oklahoma City, any public trust of which the beneficiary is the City of Oklahoma City, and the RTA to avail itself of services from the contract; and

WHEREAS, the RTA desires to avail itself of the services from the COTPA-AlphaVu Contract for purposes of conducting transit research and examining and evaluating public opinion related to public transportation services; and

WHEREAS, the RTA desires to upgrade available services under the COTPA-AlphaVu Contract from Tier 2 to Tier 3 so that it may have AlphaVu's full spectrum of services available to assist with considerations related to a RTA referendum; and

WHEREAS, the RTA desires to pay to AlphaVu the difference in cost between Tier 3 and Tier 2 services; and

WHEREAS, this arrangement benefits the RTA by saving the cost of Tier 1 and Tier 2 services, were it to independently contract with AlphaVu; and

WHEREAS, this arrangement benefits COTPA by providing the benefit of upgraded available services, without paying the cost of Tier 3 services; and

WHEREAS, given COTPA and the RTA's substantially overlapping purposes, any services performed by one party would also provide valuable information and benefit to the other party; and

WHEREAS, the most recent renewal of the COTPA-AlphaVu Contract was accompanied with an amendment that upgraded available services from Tier 2 to Tier 3, thereby making the upgraded services available not just to COTPA, but the RTA as well, to be retroactively effective to July 1, 2024; and

WHEREAS, the RTA desires to authorize and direct the RTA Executive Director, Interim Executive Director, or designee, to pay AlphaVu \$111,004, the difference in cost between Tier 3

and Tier 2 services; and

WHEREAS, the RTA desires to authorize and direct the RTA Executive Director, Interim Executive Director, or designee, to administrate and use the services available under the COTPA-AlphaVu Contract on behalf of and for the benefit of the RTA in accordance with the terms of the contract.

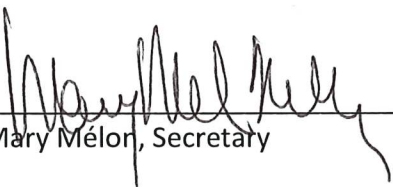
NOW, THEREFORE, BE IT RESOLVED by the Directors of the Regional Transportation Authority of Central Oklahoma that they do hereby authorize and direct the Executive Director, Interim Executive Director, or designee, to:

1. Pay AlphaVu \$111,004, the difference in cost between Tier 3 and Tier 2 services, in accordance with the terms of the COTPA-AlphaVu Contract; and
2. Administrate and use the services available under the COTPA-AlphaVu Contract on behalf of and for the benefit of the RTA, or as otherwise instructed by the RTA, in accordance with the terms of said contract.

ADOPTED by the Directors and **SIGNED** by the Chairperson of the Regional Transportation Authority of Central Oklahoma this **21st** day of **August 2024**.

ATTEST:

**REGIONAL TRANSPORTATION
AUTHORITY OF CENTRAL
OKLAHOMA**


Mary Mélon, Secretary


Brad Henry, Chairperson

REVIEWED for form and legality.


Assistant Municipal Counselor



TO: Chairperson and Board of Directors

FROM: Interim Executive Director

Consider ratifying the Interim Executive Director's actions and approving the Professional Services Agreement with AFFIRM a Branding and Marketing Consultant (RTA 24-0001).

Background On May 15, 2024, the Regional Transportation Authority of Central Oklahoma (RTA) approved a Request for Proposal (RFP) for Branding and Marketing Services (RTA 24-001) (Item No. 9) and authorized the Interim Executive Director to advertise the RFP.

The RFP solicitation was advertised in the Journal Record on May 27, 2024, and June 3, 2024. There were seventeen proposals received in response to the solicitation. A pre-proposal meeting was held on June 10, 2024 and Addendum No. 2 was posted with all the questions and answers that came out of the pre-proposal meeting.

On July 10, 2024, out of the seventeen proposals, five firms were selected to continue to the interview phase. The selection committee, which was comprised of the RTA Vice Chairperson, the RTA Owners Representative and staff, determined that AFFIRM met the criteria of the RFP and is the most qualified firm.

The RFP approved by the Board indicated that the agreement would be awarded on July 17, 2024. In order to facilitate the award, staff requested that the Interim Executive Director be authorized to negotiate a Professional Services Agreement with AFFIRM, award the contract and provide a Notice to Proceed and also direct the Interim Executive Director to return the PSA to the Board for ratification at a later date.

The Interim Executive Director did in fact negotiate a Professional Services Agreement, awarded the contract and provided a Notice to Proceed. Staff request that the Board of Directors ratify the Interim Executive Director's actions and approve the Professional Services Agreement with AFFIRM. The contract will be for a term of three years with an option to renew for two additional one-year terms.

Recommendation: Ratify Interim Executive Director's actions and approve the Agreement

A handwritten signature in black ink, appearing to read "Jason Ferbrache", written in a cursive style.

Jason Ferbrache
Interim Executive Director

**REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL
OKLAHOMA**

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is entered into by and between Staples Marketing, LLC d/b/a AFFIRM Agency (“Consultant”), and Regional Transportation Authority of Central Oklahoma (“RTA”).

WITNESSETH:

WHEREAS, on May 15, 2024, the RTA prepared a Request for Proposal (“RFP”) seeking a Professional Services Agreement for Branding and Marketing Services (RTA 24-001) and authorized the Interim Executive Director to advertise the RFP; and

WHEREAS, the RFP solicitation was advertised in the Journal Record on May 27, 2024, and June 3, 2024. There were seventeen proposals received in response to the solicitation. A pre-proposal meeting was held on June 10, 2024, and Addendum No. 2 was posted with all the questions and answers that came out of the pre-proposal meeting; and

WHEREAS, on July 10, 2024, out of the seventeen proposals, five firms were selected to continue to the interview phase. The selection committee, which was comprised of the RTA Vice Chairperson, the Interim Executive Director, the RTA Owner’s Representative, and staff, determined that AFFIRM met the criteria of the RFP and is the most qualified firm; and

WHEREAS, the Consultant represented itself, in its response (“Proposal”) as an expert in the field of Branding and Marketing Services with skilled professionals willing, and capable of timely providing the services requested and required by the RFP; and

WHEREAS, the RTA desires to obtain Branding and Marketing Services for the RTA; and

WHEREAS, based upon the representations, guarantees, and warranties expressed by the Consultant in the Proposal, the selection committee recommended, and the RTA selected and desires to enter this Agreement with the Consultant; and

WHEREAS, the Consultant agrees to provide the RTA, in accordance with the standards exercised by experts in the field, services necessary to provide the RTA products, solutions, and deliverables that meet all the purposes and functionality requested or described in the RFP and in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and the mutual covenants set forth in this Agreement, the RTA and the Consultant hereby mutually agree as follows:

1. Professional Services Agreement

Subject to the terms and conditions of this Professional Services Agreement (“Agreement”), the RTA retains the Consultant, an independent contractor, to provide the RTA all services, in accordance with the standards exercised by experts in the field, necessary to provide the RTA services, products, solutions, and deliverables that meet all the purposes and functionality requested or described in the RFP and in this Agreement.

(a) This Agreement governs the Scope of Services including, but not limited to, all services, products, solutions and deliverables to be provided by the Consultant to the RTA. The Attachments are incorporated into this Agreement by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this paragraph.

(b) The text of this Agreement, together with the Attachments, constitutes the entire Agreement and the only understanding and agreement between the RTA and the Consultant with respect to the services, products, solutions and deliverables to be provided by the Consultant hereunder. This Agreement may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this Agreement.

(c) If there is a conflict in language, terms, conditions, or provisions, in this Agreement between the text of this Agreement and any language, term, condition, or provision in any Attachment, then the text of this Agreement shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

Attachment A (“Scope of Services”)

Attachment B (“Project Schedule and Deliverables”)

Attachment C (“Staffing Plan”)

Attachment D (“Request for Proposal, including Addenda”)

Attachment E (Consultant Proposal)

Attachment F (“Required Forms”)

2. Retention of Consultant and Scope of Services

(a) Consultant is solely responsible for the actions, non-action, omissions, and performance of the Consultant's employees, agents, contractors, and subcontractors (herein collectively included in the term “Consultant’s Project Team”) and to ensure:

(1) the timely provision of the Project and timely performance of the Scope of Services as each are defined in **Attachment A**,

(2) the timely provision of all services, products, solutions and deliverables, including but not limited to, the Deliverables listed on **Attachment B**,

The Consultant will be solely responsible for ensuring the Consultant’s Project Team fully understands the Project, the Scope of Services, the Deliverables, the schedule for performance, and the RTA’s goals and purposes. The Consultant will be solely responsible to ensure the Consultant’s Project Team is adequately trained, instructed, and managed so that the Consultant timely provides the Project and satisfies the Consultant’s obligations under this Agreement. As this Agreement is for professional services, Consultant may not change the Consultant’s Project Team as set forth on **Attachment C** without the prior written consent of the RTA’s Owner’s Representative or designee, as stated in writing.

(b) Consultant shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this Agreement. The Consultant shall obtain all patents, licenses and any other permits and permissions required to provide all services, products, solutions and deliverables and for use of all services, products, solutions and deliverables by the RTA.

3. Compensation and Invoicing

3.1 Compensation for Completed Services.

(a) Consultant shall be compensated by the RTA for Services and Deliverables performed pursuant to the Terms and Conditions of this Agreement at the blended rate of \$135.00/hour.

(b) In no event will compensation exceed two-hundred fifty thousand dollars (\$250,000) in any RTA Fiscal Year.

3.2 Reasonable Compensation. The Parties acknowledge that the compensation rates to be paid the Consultant for Consultant's Services and Deliverables pursuant to this Agreement is a reasonable amount for such Services and Deliverables.

3.3 Payable in Oklahoma. All payments to the Consultant pursuant to this Agreement shall be due and payable in the State of Oklahoma, even if Services and Deliverables of Contractor are performed outside the State of Oklahoma.

3.4 Invoicing.

(a) The Consultant shall submit invoices to the RTA on a monthly basis for payment in a form specified or approved by the RTA. Such invoices must be received by the RTA no later than the twenty-fifth (25th) calendar day of each month. Any invoices received after the twenty-fifth (25th) calendar day of the month will be processed in the following accounting period. The amount invoiced shall cover Services and Deliverables incurred by Consultant during the preceding accounting period.

(b) Supporting documentation for all Services and Deliverables contained in an invoice will be submitted with each invoice.

(c) The RTA shall have the right to disapprove specific elements of any invoice. The RTA will provide, in writing, such disapproval to Consultant within twenty (20) calendar days of invoice submittal. Approval by the RTA shall not be unreasonably withheld.

(d) The RTA will pay Consultant the undisputed amount of an invoice within thirty (30) calendar days after the receipt of a valid, complete, and properly documented invoice.

4. Independent Contractor Status

(a) The parties hereby acknowledge and covenant that:

(1) Consultant is an independent contractor and will act exclusively as an

independent contractor is not an agent or employee of the RTA in performing the duties in this Agreement.

(2) The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

(b) The RTA will not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to the Consultant as the Consultant is an independent contractor and the members of its Consultant's Project Team are not employees of the RTA. Any such taxes, if due, are the responsibilities of the Consultant and will not be charged to the RTA.

(c) Consultant acknowledges that as an independent contractor it and its Project Team are not eligible to participate in any health, welfare or retirement benefit programs provided by the RTA for its employees.

5. Termination and Stop Work.

(a) This Agreement shall commence upon execution by the last party hereto and shall continue in effect as stated herein, unless terminated by either party as provided for herein, until the Project is completed and accepted by RTA. The RTA's Interim Executive Director is hereby authorized to issue notices of termination or suspension on behalf of the RTA. This Agreement can be terminated, with or without cause, upon written notice, at the option of the RTA:

(1) Upon receipt of a notice of termination for the *convenience* from the RTA, Consultant shall (1) immediately discontinue all services and activities (unless the notice directs otherwise), and

(2) Upon payment for products or services fully performed and accepted, Consultant shall deliver to the RTA all work, products, deliverables, documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Agreement, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for

convenience by the RTA, the RTA shall pay the Consultant for completed services, up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the Agreement and as further limited by the “not to exceed” amounts set out in this Agreement.

(3) Upon notice of termination for *cause* from the RTA, Consultant shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and the Consultant shall release and waive any interest in any retainage. The RTA may hold any outstanding payments for prior completed services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the RTA by reason of the Consultant’s breach or other cause. Provided, however, upon notice of termination for cause, the Consultant shall deliver to the RTA services, products, solutions and deliverables including, but limited to, all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Agreement, whether complete or incomplete, unless the notice directs otherwise.

(4) The rights and remedies of the RTA provided in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by the Consultant under this Agreement.

(b) Upon notice to the Consultant, the RTA may issue a stop work order suspending any services, performances, work, products, deliverables, or solutions under this Agreement. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by the Consultant under this Agreement. In the event the RTA issues a stop work order to the Consultant, the RTA will provide a copy of such stop work order to the Consultant. Upon receipt of a stop work order issued by the RTA, the Consultant shall suspend all work, services and activities except such work, services, and activities expressly directed by the RTA in the stop work order. Upon notice to the Consultant, this Agreement, and any or all work, services, and

activities thereunder, may be suspended up to thirty (30) days by the RTA, without cause and without cost to the RTA; provided however, the Consultant shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only. The RTA'S Interim Executive Director is hereby authorized to issue stop work orders on behalf of the RTA.

6. Warranties

(a) Consultant warrants that all services, products, solutions and deliverables performed or provided under this Agreement shall be performed consistent with generally prevailing professional standards and expertise. Consultant shall maintain during the course of this Agreement said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. Consultant agrees to require all members of the Consultant's Project Team to provide any and all services, products, solutions and deliverables at said same standard of care, expertise, skill, diligence and professional competence required of the Consultant.

(b) During the term of this Agreement, the RTA's initial remedy for any breach of the above warranty shall be to permit the Consultant one additional opportunity to perform the services, or provide the products, solutions and deliverables without additional cost to the RTA. If the Consultant cannot perform the services, or provide the products, solutions and deliverables according to the standards and requirements set forth in this Agreement within thirty (30) calendar days of the original performance date, the RTA shall be entitled to recover, should the RTA so determine to be in their best interest, any fees paid to the Consultant for previous payments, including, but not limited to, services, products, solutions, and deliverables, and the Consultant shall make reimbursement or repayment within thirty (30) days of a demand by the RTA. Should the Consultant fail to reimburse the RTA within thirty (30) days of demand, the RTA shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

(c) The Consultant also acknowledges and agrees to provide all express and implied warranties required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this Agreement and may not be waived by any other provision, expressed or implied, in this Agreement or in any Attachment hereto.

7. Indemnification

(a) Consultant agrees to release, defend, and indemnify the RTA, and each of them, and hold the RTA, and each of them, harmless against any losses, claims, damages, liabilities, expenses (including all reasonable legal fees and expenses), judgments, fines or settlements in connection resulted from the intentional acts or omissions, negligence, and misconduct of the Consultant and the Consultant's Project Team. Any such indemnification or reimbursement shall be made by the Consultant within thirty (30) days of an appropriate finding of facts, whether by mutual agreement or by a court of law.

(b) The provisions of this paragraph shall survive the expiration of this Agreement. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this Agreement.

8. Confidentiality

Consultant acknowledges that in the course of providing services to the RTA, the RTA may provide the Consultant with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the RTA's employees, customers, marketing strategies, business processes and strategies, security systems, data, and technology. Consultant agrees that during the time period this Agreement is in effect, and thereafter, neither the Consultant nor the Consultant's Project Team, without the prior written consent of the RTA, shall disclose to any person, other than another member of the RTA'S Administrative Team or the Consultant's Contract Administrator, any information obtained by the Consultant. Consultant will require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

9. Insurance.

(a) **Insurance Requirements.** Consultant shall obtain and maintain insurance at its own expense against claims which may arise from or in connection with the performance of the services hereunder by Consultant, its officers, employees, agents, or subcontractors. Consultant shall obtain and provide the RTA with a copy of the certificate of insurance prior to execution of the contract by the RTA and shall maintain such insurance throughout the term of this Agreement

(b) **Coverage.** Coverage shall include the following policies with limits as that set

forth:

1. Commercial General Liability Insurance - commercial general liability insurance coverage, including claims for products and completed operations, property damage, bodily injury and personal and advertising injury, with a limit of one-million dollars (\$1,000,000) per occurrence and two-million dollars (\$2,000,000) general aggregate.
2. Automobile Liability Insurance - automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles with a limit of one-million dollars \$1,000,000 combined single limit per accident.
3. Professional Liability (Errors and Omissions) Insurance – professional liability (errors and omissions) insurance appropriate to AFFIRM’s profession, with a limit of one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.

(c) Duration of Coverage. – All insurance required under this Agreement shall be procured and maintained in full force and effect:

1. Prior to and as a condition of approval of this Agreement;
2. For the duration of this Agreement; and
3. Until formal acceptance of all Services and Deliverables.

(d) Change in Coverage.

Should any insurance required by this Agreement be changed, reduced, suspended or cancelled, or otherwise lapse for any reason during the term of this Agreement, then the RTA may terminate this Agreement for cause and the Consultant shall also be liable and responsible for any claim by the RTA on their own behalf or on behalf of another, for:

1. any loss or damages, including direct, indirect, and consequential; and
2. any cost or expense, including attorney fees, court costs and administrative expenses; and
3. any other loss, damage cost or expense which would have been covered or assumed by the insurer had the changed, reduced, suspended, terminated, or lapsed policy been in effect without limitation as to the policy amount.

(e) Additional Insureds.

The insurance Commercial General Liability Insurance and Automobile Liability Insurance must name the RTA as an additional insured.

(f) The RTA reserves the right to withhold payment of any funds otherwise due the Consultant to pay any claim or potential claim which it reasonably believes would otherwise be payable under the insurance policy but only if there is a lapse or termination of any required insurance coverage, or if there is a change in coverage and such change results in a material reduction in the dollar value of coverage or materially changes the policy's scope of coverage.

10. Miscellaneous.

(a) Validity. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

(b) No Waiver. The failure or neglect of any party hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this Agreement, or waiver by any party of strict performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

(c) No Assignment without Consent. The parties hereby agree that as this is an agreement for the provision of specialized services; therefore, the Consultant may not assign this Agreement in whole or in part without the prior written consent of the RTA. In addition, the Consultant agrees that the Consultant's Project Manager may not be removed or replaced without the express written consent of the RTA's Owner's Representative.

(d) Venue and Applicable Law. RTA and Consultant hereby agree that any dispute, legal proceeding or action which may arise between or among them arising out of or in connection with this Agreement shall be adjudicated before a court located in Oklahoma City, Oklahoma, and each hereby submit to the exclusive personal jurisdiction of the courts of the State of Oklahoma located in Oklahoma City, Oklahoma and of the Federal District Court for the Western District of Oklahoma, located in Oklahoma City, with respect to any action or legal proceeding commenced by any party. The Consultant irrevocably waives any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient

forum, relating to or arising out of this Agreement, and consents to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth in the notice provision of this paragraph. This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma.

(e) Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

(f) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

(g) Amendments. This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written amendment executed by each of the parties hereto.

(h) Entire Contract. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

(i) Time is of Essence. Both the RTA and Consultant expressly agree that time is of the essence with respect to this Agreement, and the time for performance of each task shall be made a part of the Agreement and shall be strictly observed and enforced. Any failure on the part of the RTA to timely object to the time of performance shall not waive any right of the RTA to object at a later time.

(j) Notices. Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if e-mailed, hand delivered, or sent by facsimile transmission (upon confirmation of receipt), or if sent by certified mail (upon the sooner of the expiration of three (3) days after deposit in United States post office facilities properly addressed with first class postage prepaid or acknowledgment of receipt). All notices and payments to a party will be sent to the addresses set forth below or to such other address or person as such party may designate

by notice to each other party hereunder:

To Consultant:

Affirm
Attn.: Danny Mager
N28W23050 Roundy Drive
Suite 100
Pewaukee, WI 53071
Telephone (262) 650-9900 dmager@affirmagency.com

To RTA:

RTA
Attn: Procurement
2000 S May Ave
Oklahoma City, OK 73108
Telephone: (405) 297-1854
Email: info@rtaok.org

and

Holmes and Associates, LLC
Attn: Kathryn Holmes, RTA Owner's Representative
910 S Donner Way, Ste. 304
Salt Lake City, UT 84108
Telephone: (703) 999-4440
Email: kathryn@holmesassociatesllc.com

and

Municipal Counselor's Office
Attn: Craig Keith
200 N Walker Ave., Fourth Floor
Oklahoma City, OK 73102
Telephone: (405) 297-1879
Email: craig.keith@okc.gov

(k) Effective. This Agreement shall become effective upon execution by the last party ("Effective Date") and shall be in effect through June 30, 2025, unless sooner terminated pursuant to the provisions of this Agreement.

(l) Renewal Option. This Agreement is renewable for additional one-year periods at the option of the RTA. Should the RTA desire to renew the Agreement, a written preliminary notice will be furnished to the Consultant prior to the expiration date of the

Agreement. (Such preliminary notice will not be deemed to commit the RTA to renew.)

APPROVED and EXECUTED by Staples Marketing, LLC d/b/a AFFIRM Agency this
7th day of August, 2024.

Attest:

By [Signature]
As President

STATE OF Wisconsin)
Oklahoma)
COUNTY OF Nowak)

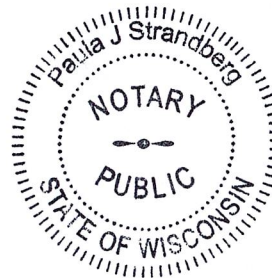
The foregoing instrument was acknowledged before me this 7th day of August, 2024 by
Paula J. Strandberg as Acctg Mgr. of Staples Marketing, LLC d/b/a AFFIRM
Agency.

(Seal)

[Signature]
Notary Public

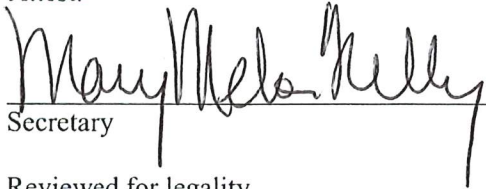
My Commission Expires: 9/19/26

My Commission No.: N/A



APPROVED and EXECUTED by the Regional Transportation Authority of Central
Oklahoma this 21st day of August, 2024.

Attest:


Secretary


Chairman

Reviewed for legality.


Assistant Municipal Counselor

ATTACHMENT A

SCOPE OF SERVICES

BRANDING AND MARKETING SERVICES

The RTA is seeking qualified professional firms to provide Branding and Marketing Services to assist staff with the services identified below. These estimates are not intended to set forth minimum or maximum quantities on this contract and shall not be constructed as such. The final scope of work will be determined by the RTA with the selected Branding and Marketing firm.

1. Review recent quantitative and qualitative research to determine existing attitudes and perceptions of the RTA and perform additional quantitative and qualitative research as may be required.
2. Identify opportunities and challenges to enhance the RTA's image.
3. Provide guidance on how a new brand should align with existing brands performed by other entities.
4. Develop a "brand positioning statement" that provides a clear understanding of what the RTA stands for and perform test marketing of the proposed brand message to ensure it is well received, endorsed, supported, and adopted by key public and private stakeholders.
5. Develop a brand concept, to include message, tagline and logo that are adaptable for use in business, residential and visitor attraction and retention.
6. Develop style guide that outlines correct brand usage, to include print and publication specifications and graphic standards as well as trademark search and registration.
7. Develop a recommended marketing strategy that identifies short – and longer-term strategies and tactics for maximizing the brand's value to the RTA.
8. Provide recommendations for priority allocation of limited funds, by target audience and by delivery method.



262.650.9900
info@affirmagency.com
affirmagency.com

N28W23050 Roundy Drive
Suite 100
Pewaukee, WI 53072



RTA of Central Oklahoma Project Process

PLEASE NOTE: The goal is to have this project wrapped up by the end of 2024. We estimate the work to take place over 20-22 weeks (about 5 months). Steps 1-4 will be worked on concurrently and once completed, Steps 5-8 will be worked on concurrently until completion.

All time estimates are reliant upon hitting mutually agreed milestone and approval dates for each scope item.

Scope Item	Typical Estimated Length for Step Completion <i>(actual timeline to be determined after project kick-off and client approvals)</i>
<p>Step 1: Project Kick-Off & Research Review</p> <p>Including:</p> <ul style="list-style-type: none">Fully executed contract receivedKick-off meetingFinalize project scope & develop final timelineGather all existing RTA marketing and communication materialsReview quantitative & qualitative research to determine existing attitudes and perceptions of the RTA and perform additional quantitative and qualitative research as may be required.	4-6 weeks

<p>Step 2: Brand Audit</p> <p>Including:</p> <ul style="list-style-type: none"> • Site visit • Identifying opportunities and challenges to enhance RTA image • Analyze research • Review existing brand marketing & communication materials and highlight strengths, opportunities and brand recommendations 	<p>6-8 weeks</p>
<p>Step 3: Brand Profile</p> <p>Including:</p> <ul style="list-style-type: none"> • Establish a foundation for creation of new brand identity and overall brand strategy • Provide guidance on how a new brand should align with existing brands performed by other entities. 	<p>3-5 weeks</p>
<p>Step 4: Brand Positioning</p> <p>Including:</p> <ul style="list-style-type: none"> • Development of a “brand positioning statement” that provides a clear understanding of what the RTA stands for • Conduct test marketing of the proposed brand message to ensure it is well received, endorsed, supported, and adopted by key public and private stakeholders. • Analyze test market results 	<p>3-5 weeks</p>

<p>Step 5: Brand Development/DESIGN</p> <p>Including:</p> <ul style="list-style-type: none"> • Development of a brand concept that is adaptable for use in business, residential and visitor attraction and retention • Logo design • Tagline brainstorm • Message concepting 	<p>4-6 weeks</p>
<p>Step 6: Logo Library & Style Guide</p> <p>Including:</p> <ul style="list-style-type: none"> • Development of a logo library and style guide that outlines correct brand usage, to include print and publication specifications and graphic standards • trademark search and registration 	<p>2-4 weeks</p>
<p>Step 7: Marketing Plan Development</p> <p>Including:</p> <ul style="list-style-type: none"> • Development of a recommended marketing strategy that identifies short – and longer-term strategies and tactics for maximizing the brand’s value to the RTA • Plan will outline a situation, competitor and market analysis along with marketing goals and objectives, brand positioning 	<p>2-4 weeks</p>

<p>Step 8: Strategic Media Plan Development</p> <p>Including:</p> <ul style="list-style-type: none">• Provide recommendations for priority allocation of limited funds, by target audience and by delivery method.• Development of a media calendar that highlights recommended media tactics and flight dates along with costs	<p>2-4 weeks</p>
--	------------------

ATTACHMENT C

Consultant Staffing Plan

Name	Firm Name	Proposed Role on Project	Certification Category/Level	Oklahoma License/Certification No.	Other State License/Certification No.	Education Level
Daniel Mager	AFFIRM	Account supervisor Brand/marketing strategy	N/A	N/A	N/A	Bachelor's Degree
Amy Opad	AFFIRM	Project manager	N/A	N/A	N/A	Bachelor's Degree
Cathy Looze	AFFIRM	Media/research director	N/A	N/A	N/A	Bachelor's Degree
Ryan Quade	AFFIRM	Creative director	N/A	N/A	N/A	Bachelor's Degree
Lynnea Markovich	AFFIRM	Senior graphic designer Brand strategist	N/A	N/A	N/A	Bachelor's Degree

Include all personnel proposed to work on this RTA project, including sub-consultants. If an individual will be performing multiple roles on the project, list the person and their additional role(s) on separate lines. Key personnel, to be identified with an asterisk (*), are those personnel who will all manage aspects of the work in a quality, timely and efficient manner. Add additional pages if needed.

**EXHIBIT F
REQUIRED FORMS**

**FORM A-20
CONTRACT AWARD OFFER AND ACCEPTANCE FORM
Include in Request for Proposals**

RFP NUMBER: RTA 24-001 GRANT NUMBER: N/A
PROJECT TITLE: RTA 24-001, Branding and Marketing Services

Offeror shall complete this form and include this form in the price proposal.

OFFER

By execution below the Offeror Staples Marketing, LLC d/b/a AFFIRM hereby offers to furnish equipment and services for \$ _____ as specified in the RTA Request for Proposals (Number: RTA 24-001) for (description of item or service) branding and marketing services including the General Conditions, Technical Specifications and Offer and Award Provisions.

Offeror: Staples Marketing, LLC d/b/a AFFIRM
Name

N28W23050 Roundy Drive, Suite 100

Pewaukee, WI 53072
Street Address

City, State, Zip

[Signature]
Signature of Authorized Signer
Principal - President

(262) 650-9900
Title

Phone

Additional Notes: N/A

NOTICE OF AWARD

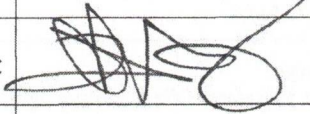
By execution below, RTA accepts Offer as indicated above.

Name (Executive Director)

Signature

Date of Award: _____

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)
Required Contractor & Subcontractor Information**

Business Name	Staples Marketing, LLC d/b/a AFFIRM
Business Address 1	N28W23050 Roundy Drive Suite 100
City	Pewaukee
State	Wisconsin
Zip Code	53072
1. Is your firm a Disadvantaged Business Enterprise (DBE)?	No
2. Are you registered as a DBE with the Oklahoma Department of Transportation (ODOT)?	No
If you answered yes, to Question 1 or 2, how old is your firm?	18 years old
What are the firms annual gross receipts?	\$6.9 million
Completed By:	Daniel Mager
Title:	Principal - President
Signature:	
Date:	06/11/2024

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)
Participation Subcontractor Information & Schedule**

DBE Name			
DBE Address 1	N/A		
City			
State			
Zip Code			
Contact Name	AFFIRM will not be utilizing a subcontractor nor a DBE subcontractor for this contract.		
Contact Phone Number			
Contact E-Mail Address			
Participation % of Total Contract Value			
Description of Work to Be Performed			
Race and Gender of DBE Owner			

LETTER OF INTENT TO SUBCONTRACT

Name of bidder/offeror Staples Marketing, LLC d/b/a AFFIRM

Address: N28W23050 Roundy Drive, Suite 100

City: Pewaukee State: WI Zip: 53072

Email: dmager@affirmagency.com Telephone: (262) 650-9900 (office)
(608) 212-7840 (Danny's cell phone)

Name of DBE firm _____

Address: N/A

City: N/A State: _____ Zip: _____

Email: N/A Telephone: _____

*Ethnicity: _____ Age of Firm: _____ Annual Gross Receipts: _____

Description of work to be performed by DBE firm:

AFFIRM will not be utilizing a subcontractor for this contract.

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ N/A

Bidder/offeror: 
(Signature)

Principal - President
(Title)

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

DBE: N/A
(Signature)

(Title)

If the bidder/offeror does not receive award of the prime contract, and all representations in this Letter of Intent and Affirmation shall be null and void.

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this Contract Agreement, the contractor/sub-contractor agrees as follows:

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C.

§ 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the contractor/sub-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/sub-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 contractor/sub-contractor:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the contractor/sub-contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect in the course of the project. The contractor/sub-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/sub-contractor agrees to comply with any implementing requirements FTA may issue.

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

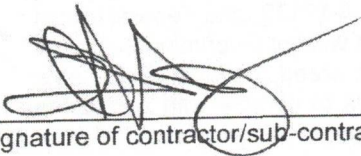
(c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the contractor/sub-contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions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

(3) The contractor/sub-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.

I have read the above clause and agree to abide by its requirements.

Attest: (Corporate Seal)

Staples Marketing, LLC d/b/a AFFIRM
Name of contractor/sub-contractor


Signature of contractor/sub-contractor's Authorized Agent

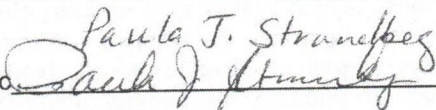
Daniel Mager, Principal - President of AFFIRM
Name and title of Authorized Agent

The following statement must be executed.

State of Wisconsin

County of Waukesha §

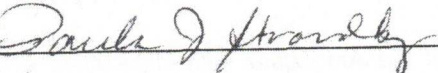
Subscribed and sworn before me this 11th day of June, 2024

Notary Public 

Notary Number N/A

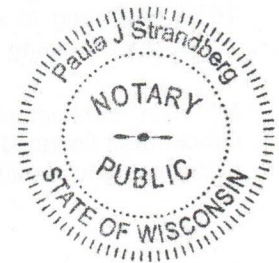
My Commission Expires: 9/19/26

Company Name AFFIRM

Signature 

Title Notary

Date 6/11/24



DBE QUALIFICATION FORM

No Is your firm certified as a DBE with the Oklahoma Department of Transportation (ODOT)?

In order to apply for certification as a Disadvantaged Business Enterprise (DBE), your firm *must* meet the following eligibility criteria stated in 49 CFR Part 26:

The disadvantaged individual must be a U.S. citizen (or resident alien) and be a member of the following socially or economically disadvantaged group:

- a. African American
- a. Hispanic American
- b. Native American
- c. Asian-Pacific American
- d. Subcontinent-Asian American
- e. Woman

No Does your firm meet the following requirements to qualify as a DBE under the Department of Transportation DBE program?

No Others certified as disadvantaged (an individual who is not a member of the groups listed above can still be certified as a DBE by establishing their socially disadvantaged status).

No The disadvantaged individual must have a personal net-worth (PNW) of less than \$1,320,000. Items excluded from a person's net worth calculation include an individual's ownership interest in the applicant firm, and his or her equity in their primary residence.

No The firm must be a for-profit small business where socially and economically disadvantaged DBE owner(s) own at least a 51% interest, and have managerial and operational control of the business operations; the firm must not be tied to another firm in such a way as to compromise its independence and control.

No The socially and economically DBE owner(s) must possess the power to direct or cause the direction to the management and policies of the firm and to make day-to-day, as well as long-term decisions on matters of management, policy and operations.

No If state or local law requires the persons to have a particular license or other credential in order to own and/or control a certain type of firm, then the socially and economically disadvantaged persons who own and control a potential DBE firm of that type must possess the required license or credential. (This rule varies from state to state. For example, if your state allows someone else to qualify your business then you should be able to certify your firm without possessing the particular license or credential on your own).

Contact Oklahoma Department of Transportation (ODOT) at 405 - 521 - 6046 if you need information regarding DBE Certification.

Please print the following information:

Firm Name Staples Marketing, LLC d/b/a AFFIRM

Authorized Signature 

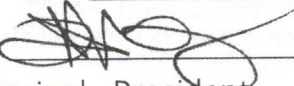
Title Principal - President Date 06-11-24

DISADVANTAGED BUSINESS ENTERPRISE (DBE) NOTICE TO BIDDER/OFFERORS

Each bidder shall comply with all rules and regulations promulgated by the Federal Transit Administration of the U.S. DOT regarding participation of Disadvantaged Business Enterprises in contracting opportunities created by any contract awarded under this solicitation. Each bidder must submit the appropriate, prepared, and signed DBE certification. DBE Certification for Non-Rollingstock: Appendix 9 I; DBE Certification for Rollingstock: Appendix 9 J (Required) Contract Assurance 026.13) — The overall DBE goal is 0 % and the contract DBE goal is 0 % The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but not limited to:

- (1) Withholding monthly progress payments
- (2) Assessing sanctions
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

Company Name Staples Marketing, LLC d/b/a AFFIRM

Signature  _____

Title Principal - President

Date 06/11/24

EXHIBIT D INSURANCE REQUIREMENTS

Insurance Requirements. SERVICE PROVIDER shall procure and maintain insurance at its own expense against claims which may arise from or in connection with the performance of the services hereunder by SERVICE PROVIDER, its officers, employees, agents, or subcontractors.

Minimum Coverage. Coverage shall include the following policies with limits at least as broad as that set forth:

- A. Commercial General Liability Insurance
Commercial general liability insurance coverage, including claims for products and completed operations, property damage, bodily injury and personal and advertising injury, with limits not less than one-million dollars (\$1,000,000) per occurrence.
- B. Automobile Liability Insurance
Automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles with limit no less than one-million dollars (\$1,000,000) per occurrence for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) Insurance
Professional liability (errors and omissions) insurance appropriate to SERVICE PROVIDER's profession, with limit no less than one-million dollars (\$1,000,000) per occurrence.

Duration of Coverage. All insurance required under this Agreement shall be procured and maintained in full force and effect:

- A. Prior to and as a condition of approval of this Agreement; and
- B. For the duration of this Agreement.

In the event SERVICE PROVIDER procures and maintains professional liability insurance in the form of "claims-made" coverage, SERVICE PROVIDER will provide professional liability tail coverage that extends at least two (2) years past the expiration of this Agreement.

Additional Insureds. All insurance (except professional liability) shall provide that the RTA is a named additional insured without reservation or restriction.

Certifications and Endorsements. SERVICE PROVIDER shall provide RTA with certificates of insurance and endorsement pages evidencing compliance with the terms of this Agreement prior to and as a condition of approval of this Agreement and on a timely basis upon request by the RTA for the duration of this Agreement. Certificates of insurance will list RTA as certificate holders and reflect in the "DESCRIPTION OF OPERATIONS" field: "Additional insured(s) on the listed policies are those required in the contract." The "DESCRIPTION OF OPERATIONS" field must also include the project number and project description or name.

Confirmation Authority. SERVICE PROVIDER authorizes RTA to confirm SERVICE PROVIDER's insurance compliance with its insurance agents, brokers, surety, and carriers.

Authorized Companies. All insurance must be from responsible insurance companies which are licensed to transact business in the state of Oklahoma and are acceptable to RTA. The insurance policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of the State of Oklahoma.

Primary. All insurance coverage of SERVICE PROVIDER shall be primary to any insurance or self-insurance program carried by RTA.

Deductibles. All policies must be fully insured with any single policy deductible not exceeding twenty-five thousand dollars (\$25,000). All deductibles must be declared on the certificate of insurance. If no deductible is declared, SERVICE PROVIDER is affirming a deductible does not

exist and thus a deductible is not approved or accepted. If SERVICE PROVIDER's deductible is different than declared, then RTA will hold an equal amount from pay claims until RTA has a retainage sufficient to cover the deductible.

Occurrence Policies. All policies shall be in the form of "occurrence" coverage; provided professional liability insurance may be procured and maintained in the form of "claims-made" coverage, only if SERVICE PROVIDER provides professional liability tail coverage that extends at least two (2) years past the expiration of this Agreement.

General Aggregate. Should any of the insurance required under this Agreement be provided under a form of coverage that includes a general aggregate limit, either the general aggregate limit must apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limits.

Subrogation Waived. SERVICE PROVIDER hereby grants to RTA a waiver of any right to subrogation which any insurer of said SERVICE PROVIDER may acquire against RTA by virtue of the payment of any loss under such insurance.

Severability of Interest. Except with respect to limits of insurance, all liability policies must provide that with respect to claims involving any insured hereunder, each such interest shall be deemed separate for any and all other interest herein and coverage shall apply as though each such interest was separately insured.

Change or Cancellation.

- A. SERVICE PROVIDER shall provide actual prior notice to RTA of any change, reduction, lapse, suspension, cancellation, or termination of any insurance policy or coverage required by this Agreement and shall use all reasonable endeavors to do so as soon as possible, but at least thirty (30) days prior to such change, reduction, lapse, suspension, cancellation, or termination taking effect.
- B. The change, reduction, lapse, suspension, cancellation, or termination of any insurance policy or coverage required by this Agreement is a breach of this Agreement, unless SERVICE PROVIDER has prior to such change, reduction, lapse, suspension, cancellation, or termination, provided a certificate of insurance and endorsement pages evidencing SERVICE PROVIDER has been and will continue to be in full compliance with the insurance terms of this Agreement.
- C. If any insurance policy or coverage required by this Agreement is changed, reduced, lapsed, suspended, cancelled, or terminated for any reason during the term of this Agreement, RTA may at its sole option suspend this Agreement until there is full compliance with the insurance terms and conditions or terminate this Agreement and seek damages for a breach of this Agreement.
- D. If any insurance policy or coverage required by this Agreement is changed, reduced, lapsed, suspended, cancelled, or terminated for any reason during the term of this Agreement, SERVICE PROVIDER shall be fully responsible and liable for and RTA may at its option withhold payment otherwise due SERVICE PROVIDER to pay any claim by RTA for any loss, damages, costs, or expenses, including attorney fees, court costs, and administrative expenses, which would have been covered or assumed by the policy or coverage had the changed, reduced, lapsed, suspended, cancelled, or terminated insurance policy or coverage been in effect without limitation as to the policy amount.

Surviving Terms. The insurance Terms and Conditions herein will survive the expiration and termination of this Agreement and any stop work under this Agreement.

EXHIBIT E FEDERAL TERMS AND CONDITIONS

For all contracted relationships, RTA requires that the provider of goods and services comply with RTA's Federal Contractual Terms and Conditions.

As a recipient of Federal Transportation Administration (FTA) grants, RTA agrees annually in the Master Agreement with FTA (<https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>) to adhere to all applicable federal laws, regulations, and directives associated with federal funding along with the FTA Certifications and Assurances for Federal Funding Assistance Program. RTA's construction contractors are also required to comply with those federal clauses to which are herein incorporated by reference and made a part of this Agreement. The FTA Certifications and Assurances are available at the following link:

<https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>

CHANGES TO FEDERAL REQUIREMENTS

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 December 7, 2020, between RTA 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.

Further, Contractor acknowledges and understands that federal requirements that apply to the Contract may change due to changes in federal law, regulation, other requirements, or guidance, or changes in RTA's underlying agreement with the Federal Government under which federal assistance for the Project was awarded to RTA including any information incorporated by reference and made part of that underlying agreement. Contractor understands and agrees that applicable changes to those federal requirements will apply to this Contract and parties thereto at any tier.

(A-1) ACCESS TO RECORDS AND REPORTS

Record Retention

Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Retention Period

Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records

Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance

Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

(A-4) Buy America Requirements for Certain Purchases

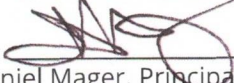
For projects that involve the purchase of more than \$150,000 of steel, iron, manufactured goods, or construction materials, Contractor agrees to comply with 49 U.S.C. 5323(j), as amended, and 49 C.F.R. part 661, as amended, which provide that federal funds may not be obligated unless all steel, iron, manufactured products, and construction materials used in FTA funded/assisted projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7, as amended. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), as amended, and 49 C.F.R. § 661.11, as amended.

For projects that involve the purchase of more than \$150,000 of steel, iron, manufactured goods, or construction materials, Contractor must submit to RTA the appropriate Buy America certification with its bid or offer. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as non-responsive.

SELECT ONLY ONE OF THE FOLLOWING CERTIFICATES. SELECTING BOTH WILL DEEM YOUR BID NON-RESPONSIVE.

Certificate of Compliance with Buy America Requirements
Contractor hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j) and the applicable regulations in 49 CFR Part 661.

Certificate of Non-Compliance with Buy America Requirements
Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, but it may qualify for an exception pursuant to such authorities.


Daniel Mager, Principal - President Signature of Contractor's Authorized Official
06/11/24 Name and Title of Contractor's Authorized Official
Date

(A-7) Clean Air Act & Federal Water Pollution Control Act (Contracts Exceeding \$100,000)

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Contractor shall report each violation to FTA and the Regional Office of the Environmental Protection Agency (EPA).

Further, Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Contractor shall require all subcontractors to agree to comply with the foregoing and shall include such provisions in all subcontracts of every tier.

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

(A-8) Civil Rights & Equal Opportunity

The **Contracting Entity** is an Equal Opportunity Employer. As such, the **Contracting Entity** agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the **Contracting Entity** agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination.

In accordance with Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex.

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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, Contractor agrees to comply with any implementing requirements FTA may issue.

Age

In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities

In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Contractor agrees to comply with, and assure that any Subcontractor under this Contract complies with all applicable requirements of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.* and 49 U.S.C. § 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app § 1612; and the following regulations and any amendments thereto:

U.S. DOT regulations, "Transportation Services for Individuals with Disabilities," 49 C.F.R., part 37; Joint Access Board/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38; U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R., part 27; U.S. Department of Justice ("DOJ") regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R., part 35; U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36; U.S. Equal Employment Opportunity Commission (EEOC) regulations, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act." 29 C.F.R., part 1630; Federal Communications Commission regulations, "Telecommunications Relay Services and Related RTA Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R., part 64, subpart F; FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R., part 609.

In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(A-9) Disadvantaged Business Enterprise (DBE)

Contract Assurance

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of United States Department of Transportation ("DOT") -assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as RTA deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, Contractors must pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the **Contracting Entity** makes to the Contractor. In the event this Contract contains defined DBE contract goals, Contractor shall utilize the specific DBEs listed unless Contractor obtains RTA's prior written consent; and that, unless RTA's written consent is provided, Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f)(1).

Overview

It is the policy of the **Contracting Entity** and the DOT that DBE's, as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the **Contracting Entity** to:

- A. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- B. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
- C. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- D. Ensure that only firms that fully meet 40 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
- E. Help remove barrier to the participation of DBEs in DOT assisted contracts;
- F. To promote the use of DBEs in all types of federally assisted contracts and procurement

- activities; and
- G. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The **Contracting Entity** shall make all determinations with regard to whether or not a Contractor is in compliance with the requirements stated herein. In assessing compliance, the **Contracting Entity** may consider during its review of the Contractor's submission package, the Contractor's documented history of non-compliance with DBE requirements on previous contracts with the **Contracting Entity**.

DBE Participation

For the purpose of this Contract, the **Contracting Entity** will accept only DBE's who are:

- A. Certified, at the time of bid opening or proposal evaluation, by the Oklahoma Department of Transportation (ODOT); or
- B. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or

DBE Participation Goal

The DBE participation goal for this Contract is set at **0%**. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than 0%** of the total Contract price. Failure to meet the stated goal at the time of proposal submission **may** render the Contractor non-responsive.

Proposed Submission

Each Contractor, as part of its proposal submission, shall supply the following information:

- A. A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
- B. A list of those qualified DBE's with whom the Contractor intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule (see below). No work shall be included in the Schedule that the Contractor has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Contractor may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the **Contracting Entity**.
- C. An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.
- D. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts – (Not Applicable if the DBE Goal is 0%)

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the **Contracting Entity** will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the **Contracting Entity** will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

- A. Documented communication with the **Contracting Entity's** DBE Coordinator (questions of RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
- B. Pre-bid meeting attendance. At the pre-bid meeting, the **Contracting Entity** generally informs potential Proposer's of DBE subcontracting opportunities;
- C. The Contractor's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
- D. Written notification to DBE's encouraging participation in the proposed Contract; and
- E. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Contractor shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

- A. The names, addresses, and telephone numbers of DBE's that were contacted;
- B. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
- C. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Contractor or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Contractor has made good faith efforts, the Authority may take-into-account the performance of other Proposers in meeting the Contract goals. For example, if the apparent successful Contractor failed to meet the goal but meets or exceeds the average DBE participation obtained by other Proposers, the Authority may view this as evidence of the Contractor having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the **Contracting Entity** that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Contractor may request administrative reconsideration. The Contractor should make this request in writing to the **Contracting Entity's** Procurement Coordinator. The Procurement Coordinator will forward the Contractor's request to a reconsideration official who will not have played any role in the original determination that the Contractor did not document sufficient good faith efforts.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Contractor will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The **Contracting Entity** will send the Contractor a written decision on its reconsideration, explaining the basis for finding that the Contractor did or did not meet the goal or make adequate.

Prompt payment

As per 49 CFR §26.29, prime contractors shall pay subcontractors for satisfactory work performed of their contracts no later than 30-days from receipt of payment from the CONTRACTING ENTITY. The prime contractor shall also return any retainage payments to the subcontractor within 30-days of the subcontractor's work being satisfactorily completed.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the

DBE Participation Schedule (see below) without the **Contracting Entity's** prior written consent. The **Contracting Entity** may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate,

the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the **Contracting Entity** in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

The **Contracting Entity** shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to the Contracting Entity that summarize the total DBE value for this Contract.** These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the Oklahoma Department of Transportation ("ODOT"). Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed. The successful Contractor shall permit:

The **Contracting Entity** to have access to necessary records to examine information as the **Contracting Entity** deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Contractor and other DBE parties entered into during the life of the Contract.

The authorized representative(s) of the **Contracting Entity**, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.

All data/record(s) pertaining to DBE shall be maintained as stated in Record Keeping Section

Sanctions for Violations

If at any time the **Contracting Entity** has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the **Contracting Entity** may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- A. Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- B. Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor demonstrates within a reasonable time that it is in compliance with the DBE terms stated herein

(A-11) Energy Conservation

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.


(A-13) Government-Wide Debarment, Suspension, Ineligibility & Voluntary Exclusion (Contracts Exceeding \$25,000)

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- Debarred from participation in any federally assisted Award;
- Suspended from participation in any federally assisted Award;
- Proposed for debarment from participation in any federally assisted Award;
- Declared ineligible to participate in any federally assisted Award;
- Voluntarily excluded from participation in any federally assisted Award; or
- Disqualified from participation in any federally assisted Award. By signing and submitting its proposal, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by RTA. If it is later determined by RTA that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to RTA, 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 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, the day, month and year first above written.



Daniel Mager, Principal - President Signature of Contractor's Authorized Official

06-11-24 Name and Title of Contractor's Authorized Official

Date

Notification to FTA; Flow Down Requirement

If a current or prospective legal matter that may affect the Federal Government emerges, the bidder or proposer must promptly notify the **Contracting Entity**. The Contractor must include a similar notification requirement in its sub-agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(A-14) LOBBYING (Contracts Over \$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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official Date Daniel Mager, Principal - President



(A-15) No Government Obligation To Third Parties

RTA 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 RTA, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(A-18) Program Fraud And False Or Fraudulent Statements Or Related Acts

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, 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, 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.

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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on Contractor, to the extent the Federal Government deems appropriate. Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the

subcontractor who will be subject to the provisions.

(A-20) Recycled Products (Recovered Materials) (Applicable to Contracts with EPA Designated Items Valued at \$10,000 or more)

Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

(A-21) Safe Operation Of Motor Vehicle Seat Belt Use

Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Contractor or RTA.

Distracted Driving

Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

(A-23) Seismic Safety

Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. Contractor also agrees to ensure that all work performed under this Contract, including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

(A-25) TERMINATION (Contracts exceeding \$10,000)

Termination for Convenience or Default (Architect and Engineering)

The **Contracting Entity** may terminate this contract in whole or in part, for the **Contracting Entity's** convenience or because of the failure of the Contractor to fulfill the contract obligations. The **Contracting Entity** shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the **Contracting Entity's** Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. **Contracting Entity** has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials. If the termination is for the convenience of the **Contracting Entity**, the **Contracting Entity's**

Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the **Contracting Entity** may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the **Contracting Entity**.

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 **Contracting Entity**.

Termination by RTA for Breach or Default

If Contractor does not deliver the Services in accordance with the Performance Schedule or in the manner called for in the Contract, or if Contractor fails to comply with any other provisions of the Contract, RTA may terminate this Contract for default. Termination shall be effected by serving a Notice of Termination on Contractor setting forth the manner in which Contractor is in default. Contractor will be paid only the Contract Price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.

Opportunity to Cure

RTA, in its sole discretion may, in the case of a termination for breach or default, allow Contractor [seven (7)] calendar days 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 RTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [seven (7)] calendar days after receipt by Contractor of written notice from RTA setting forth the nature of said breach or default, RTA shall have the right to terminate this Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude RTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(A-26) VIOLATION & BREACH OF CONTRACT

Rights and Remedies of the AGENCY

The AGENCY shall have the following rights in the event that the AGENCY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include [AGENCY to define].

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this

Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Example 1: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of AGENCY's [title of employee]. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Example 2: The AGENCY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the AGENCY and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the AGENCY's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by AGENCY, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.A-77

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the AGENCY is located.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights


and remedies otherwise imposed or available by law. No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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, dated November 1, 2008 (last revised March 18, 2013) 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 Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RTA requests which would cause RTA to be in violation of the FTA terms and conditions.

By signing this document, I declare that I am duly authorized to make these certifications and assurances and bind the Contractor. Thus, the Contractor agrees to comply with all City, State and Federal statues, regulations, executive orders, and administrative guidance required for this Agreement. In signing this document, I declare under penalties of perjury that the forgoing certifications, assurances, and any other statements made by me on behalf of the contractor are true and correct.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, the day, month and year first above written.

Signature: 
Name: Daniel Mager
Title: Principal - President

Failure to properly execute and attached these contracts clauses will result in the bid being deemed unresponsive.

ATTACHMENT D

ANTI/NON-COLLUSION AFFIDAVIT

The undersigned individual, of lawful age, being duly sworn, upon his/her oath, deposes and says: That the undersigned individual has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the bidder; that the bidder has not, directly or indirectly, entered into any agreement, express or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or bids, the limiting of the bids or the bidders, the parceling or farming out to any bidder or bidders or other persons, of any part of the pricing agreement/contract or any part of the subject matter of the bid or bids, or of the profits thereof, and that bidder has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with the bidder in the said bid or bids, until after the said sealed bid or bids are opened.

The undersigned individual further states that the bidder has not been a party to any collusion: among bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from bidding; or with any RTA/trust official, RTA/trust employee or RTA/trust agent as to the quantity, quality, or price in the prospective pricing agreement/contract, or any other terms of the said prospective pricing agreement/contract; or in any discussions between the bidders or RTA/trust official, RTA/trust employee or RTA/trust agent concerning the exchange of money or other thing of value for special consideration in the letting of a pricing agreement/contract. The bidder states that it has not paid, given or donated or agreed to pay, give or donate to any RTA/trust official, officer or employee of the RTA or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of pricing agreement/contract pursuant to this bid.

Witness the hands of the parties hereto:

The undersigned individual states that the Proposer will be bound by its proposal, the specification, the terms and conditions of the agreement/contract, and the requirements for proposers.

THIS FORM TO BE COMPLETED BY THE PROPOSER PRIOR TO AGREEMENT/CONTRACT APPROVAL

Daniel Mager

Principal - President

Type Name of Authorized Agent

Title

Signature

Staples Marketing, LLC d/b/a AFFIRM

Company Name

N28W23050 Roundy Drive, Suite 100, Pewaukee, WI 53072

Address

Zip Code

(262) 650-9900 (office phone) - AFFIRM no longer utilizes fax.

Telephone Number and Fax Number if any

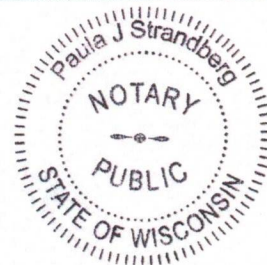
TO BE COMPLETED BY THE NOTARY:

State of * Wisconsin)

County of * Waukesha)

[*State and County where notarized must be written in for bid to be considered.])

SS.



Signed and sworn to before me on this 11th day of June, 2024 by Paula J. Strandberg
[Day] [Month] [Year] [Print the name of the individual who signed above.]

My Commission Number: NIA
[Oklahoma]

Type Name of Notary Public Paula J. Strandberg

My Commission Expires: 9/19/26
[Date/Year]

Signature of Notary Public Paula J. Strandberg