



# **REQUEST FOR PROPOSAL**

## **RTA 21-001 EXTERNAL AUDIT SERVICES**



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## **RFP 2021-0001 External Audit Services**

### **Introduction**

The Regional Transportation Authority of Central Oklahoma (RTA) is a public trust, created and established under Oklahoma Statutes for the purpose of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the regional transportation district. RTA is comprised of the governing city councils of Oklahoma City, Edmond, Norman, Moore, Midwest City and Del City.

### **Objective**

The Trust Indenture requires an independent audit of the Authority's financial controls, and annual financial report. The report is to be filed annually with the governing body of the Beneficiaries. Oklahoma Statutes provide that an audit must be ordered on or before July 30, and that an audit must be submitted to the State Auditor and Inspector on or before December 31. The Single Audit Act of the United States requires an annual audit of recipients of Federal funds. The Regional Transportation Authority of Central Oklahoma is a recipient of significant Federal funds. The Authority is committed to providing annual financial reporting in compliance with Generally Accepted Accounting Principles (GAAP) (SEC rule 15c2-12). The objective of the Authority is to comply with all statutory and regulatory requirements.

### **Description and Scope of Services Required**

#### **A. General**

The services will be an examination of the government-wide and individual fund statements (major and non-major funds) of The Regional Transportation Authority of Central Oklahoma for the period of February 19, 2019 through June 30, 2019, and fiscal year July 1, 2019 through June 30, 2020. The successful proposer may be retained for three to five years. Proposals must reflect costs for a one-year contract only, and costs for each possible succeeding year for a total



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of five years.

The funds and public trust encompassed in the audit scope of services include all of those activities defined as a part of the entity of the Regional Transportation Authority of Central Oklahoma in accordance with the guidelines of the Governmental Accounting Standards Board (GASB). It is understood that changes in the entity, significantly increased or new grant programs, changing accounting standard guidelines or the Authority's interpretation of standards, and additions of non-discrete entities may be a cause for additional audit work and that substantial additional services may be a cause of additional audit fees. Increased fees or charges must be based on additional hours required and charged at rates and under terms and conditions consistent with the Audit Firm's proposal. Contracts will be stated in terms of "not to exceed" amounts.

The Audit Firm shall conduct its audit in accordance with generally accepted auditing standards (GAAS) as promulgated by the Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA) as amended or supplemented.

The Authority will receive Federal financial assistance for the fiscal year ending June 30, 2020; therefore, the audit must be conducted in accordance with the Single Audit Act, and "Government Auditing Standards," issued by the Comptroller General of the United States.

The financial reporting for the Regional Transportation Authority of Central Oklahoma will be in accordance with generally accepted accounting principles (GAAP) as prescribed by the GASB, insofar as they are compatible with Oklahoma laws.

The Audit Firm should be familiar with the State of Oklahoma Statutes dealing with financial matters of public trusts and should be familiar with the financial related sections of the Trust Indenture. The firm will be asked to review the minutes of the Authority for the fiscal year being audited.

Audit Firm must be available between audits to discuss financial reporting issue and practices. Audit Firm will participate with the Authority's Controller in



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pre-audit planning. Additionally, "between audit" discussions may include minor tax or regulatory compliance issues. If such issues require written responses from Audit Firm, fees and charges will be negotiated.

### **B. Funds to be Audited**

All funds of the Authority are subject to audit. Public Trusts Included in Examination

### **C. Proposal**

Financial statement workpapers will be prepared by the Authority with the Audit Firm auditing those workpapers. The Firm will prepare preliminary drafts of the CAFR. The Authority will review the drafts, providing comments and assistance in finalizing the CAFR for publication. The Firm will prepare preliminary drafts and provide annual reports to the Authority for publishing.

### **D. General Information Applicable to Proposals**

Proposals should address the Authority's CAFR, Single Audit, public trust report, and the Annual Survey of Authority Finances (SA&I 2643) separately under each option. The Authority reserves the flexibility to choose different options for any combination of reports.

### **E. Other Considerations**

A separate management letter, prepared by the Firm, should include findings and recommendations relative to internal controls, fiscal affairs, and other significant observations of the Audit Firm during the course of the audit. All reports required by the Single Audit Act must be provided by November 15 following the fiscal year-end. Single Audit of all Federal grants must be conducted in compliance with all applicable requirements of the Single Audit Act. This work is discussed in Section V.

The Authority receives transportation grants. At this time, Certification of Section 9 Funding is not required by the Federal Transit Administration (FTA) in



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relationship to National Transit Database reporting (NTD). In the event this becomes a requirement, a separate audit fee would be negotiated. The Authority requires an agreed-upon procedures report verifying vehicle revenue miles. The fee for the agreed-upon procedures report should be included in the bid, but shown separately, with the audit fee for the Authority. This agreed upon procedures report must be completed by September 30 each year.

In the event the Authority issues debt, the Audit Firm will provide appropriate assurance letters and other required services, charged at rates and actual hours expended, under terms and conditions consistent with the Audit Firm's proposal. If a separate fee proposal for these services is required, it must be included in the response to this Request for Proposal.

The Authority may request in writing that the Audit Firm provide such other accounting services for preparation of documents for court cases or other matters for which the Authority determine such services should be provided by an independent accountant. The scope, duration, and compensation for such other accounting services shall be agreed to in writing between the Authority and the Audit Firm before such work shall commence or any cost shall be incurred. The Audit Firm's approach to providing such services must be addressed in the response to this Request for Proposal.

## **F. Report Requirements and Responsibilities**

1. The report completion schedule will consider dates the Authority meet and provide timely reports for those Trusts prior to November 15.

2. Primary accounting functions performed in the Authority's contracted accounting services division. The Interim Executive Director or designee will review and approve all public trust financial statements before their issuance. This does not prohibit the Firm's access to the trustees of the public trusts when necessary.

3. The Audit Firm will submit one copy of each report to the Office of the State of Oklahoma Auditor and Inspector on or before December 31 of each year accompanied by the appropriate fee paid by the Audit Firm. This date is a State of Oklahoma statutory requirement.

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## **G. Single Audit**

The Authority must conform to Single Audit requirements. A schedule of federal and state awards will be prepared by the Authority's contracted accounting services division to be included with the Single Audit reports. The Audit Firm will be responsible for preparing, printing, and binding the Single Audit reports, including Authority management's responses to comments from the Audit Firm.

## **H. Single Audit for Federal Grants**

The Authority requires an audit of all federal grants. This audit will include a financial audit and tests of compliance with provisions of federal laws and regulations for major and non-major federal financial assistance programs, and evaluation of internal control systems (accounting and administrative) used in administering federal financial assistance programs, as required under various federal provisions.

The Single Audit should be conducted in accordance with generally accepted auditing standards, the standards for financial and compliance audits contained in the "Government Auditing Standards" issued by the Comptroller General of the United States, the Single Audit Act, and the provisions of applicable OMB circulars or other publications.

The scope of the Single Audit work is to be determined through cooperation of the Audit Firm, representatives of applicable granting agencies, and Accounting Services Division staff.

The federal funding agencies will make a quality assessment review of the work of the Audit Firm. Therefore, all work papers must be made available for their review.

## **I. Management Advisory Services**

The firm which receives the audit contract for the Authority may provide management advisory consulting services. Such services may be provided at the



discretion of the Authority under separately negotiated terms, conditions, and fee

## **J. Qualitative Assessment Guidelines**

Through the scoring process (for proposals) the Evaluation Team will use the following Qualitative Assessment Guidelines when scoring. These guidelines are used to help ensure consistency in scoring.

<b>Qualitative Assessment Guidelines</b>	
9-10	The proposal demonstrates a complete understanding of the subject and qualifications that significantly exceed expectations and the stated requirements. Proposal contains many strengths and minor weaknesses, if any.
6-8	The proposal demonstrates a strong understanding of the subject and qualifications that exceed expectations and the stated requirements. Weaknesses, if any, are minor. Proposal contains strengths that outweigh the weaknesses.
3-5	The proposal demonstrates an adequate understanding of the subject and qualifications that meet expectations and the stated requirements. Proposal contains strengths that are offset by the weaknesses.
1-2	The proposal demonstrates a vague understanding of the subject and qualifications that fall below expectations and the stated requirements. Proposal contains weaknesses that outweigh the strengths.
0	The proposal is unacceptable. The proposal fails to meet expectations and the stated requirements. Proposal contains many weaknesses and only minor strengths, if any.

## **K. Proposal Requirements and Evaluation Criteria**

The proposal should be organized with the following sections:

- Cover Page (Attachment “A”)
- Project Team



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- Key Personnel Resumes
  - Capability of the Firm(s)
  - Approach to the Project
  - Consultant Proposed Staffing Plan
  - Required Forms (Exhibit 1)

**Cover Page.** The Cover Page is one page. It may be on the Prime consultant's letterhead and will consist of the information in **Attachment "A"** with no additional information. The information is not required to be in the exact format in **Attachment "A"**, as long as each item of requested information is presented, with no additional information. Proposals will be considered non-responsive and will be disqualified if the Cover Page is not attached to the proposal; if the acknowledgement is not included on the Cover Page; and/or if there is additional information included on the Cover Page. No evaluation points are assigned to this section and the Cover Page will not count as one of the allowed pages.

**Project Team.** The Evaluation Team will evaluate how well the qualifications and experience of the proposed project team members related to the specific project.

The consultant is expected to provide a Consultant Proposed Staffing Plan in the form of **Attachment "B"**. The staffing plan must identify the certification and education levels of the individuals proposed for use on the contract, including sub-consultants' personnel. When consultants list key personnel on the proposed staffing plan, the consultant is agreeing to make the personnel available to complete the services in the contract at whatever level the project requires.

The Consultant Proposed Staffing Plan must be included in the proposal but will not count as one of the allowed pages. No other information is allowed on these pages. If additional information is provided, the staffing plan will be removed.

The Evaluation Team will score proposals based upon the following criteria:





<b>% of Section Total</b>	<b>Project Team Section Criteria</b>
15	Project Team organization charts including sub-consultants. Identify consultants and individuals that will be providing key services on the project (including all technical expertise necessary to perform the outlined scope of work). Also attach the Consultant Proposed Staffing Plan ( <b>Attachment “B”</b> )
50	Describe the qualifications, experience, and availability of key personnel on your proposed project team. Correlate the qualifications and experience with the scope of work. Submit a one-page resume for each individual identified as key personnel.
35	<p>Provide a table of projects <b>completed</b> by team members during the last ten years. The table headings should include the following items. Columns may be combined in order to consolidate information.</p> <ul style="list-style-type: none"> <li>• Name of Project Manager/Team Member(s)</li> <li>• Year</li> <li>• Type of Project</li> <li>• Project Name</li> <li>• Project Location</li> <li>• Project Description</li> <li>• Project Used to Secure Federal Discretionary Funding</li> <li>• Services Performed/Specific Project Role</li> <li>• Client</li> <li>• Reference Contact and Telephone Number</li> </ul>
25	<b>Maximum points available for this section of the proposal (out of 100).</b>

**Capability of the Firm(s).** The Evaluation Team will evaluate the project team firm(s) capability to perform the work. Give the location of the office from which the work is to be done and the number of partners, managers, seniors, and other professional staff employed at that office. State whether your firm is local, national, or international. Describe the management capacity and experience of your firm and procedures for the management of the engagement.

- a) **Governmental Experience** – For the office providing the services, describe the auditing experience for the last three (3)



years similar to the type of audit requested including GFOA Certificate program participation, and give the names and telephone numbers of client officials responsible for those audits listed. In particular, include experience with cities or government units of comparable size and complexity to Beneficiaries.

- b) **Single Audit Experience** - Include a subsection discussing your firm's experience in conducting a Single Audit.
- c) Describe the firm's participation in peer reviews. Include a copy of the firm's most recent quality control review report.
- d) The Evaluation Team will score proposals based upon the following criteria:

% of Section Total	Capability of the Firm(s) Section Criteria
40	Describe your project team firms' capability, experience and unique qualifications to perform the specific type of work identified in the scope of work.
20	Discuss the logistics relating to how the project team firms will provide the services requested.
40	Choose a similar project identified in the project team section and discuss in detail what your project team firms did to make that project a success.
<b>25</b>	<b>Maximum points available for this section of the proposal (out of 100).</b>

**Audit Approach** - Clearly document your firm's approach to conducting the examinations. The Evaluation Team will evaluate how well you have planned a basic course of action, what alternatives and/or preliminary approaches are proposed, and what provisions are identified for dealing with potential impacts. The Evaluation Team will score proposals based upon the following criteria:



<b>% of Section Total</b>	<b>Audit Approach to the Project Section Criteria</b>
25	Describe the course of action proposed to meet the Scope of Work. Be realistic, clear and concise.
25	Provide a schedule of key project milestones and discuss the rationale behind this schedule. Document estimated man hours and your audit plan timeline.
25	Discuss your project team firms collaboration efforts and how you plan to work together for a successful project.
25	Identify risks, challenges, conflicts and potential mitigation.
<b>20</b>	<b>Maximum points available for this section of the proposal (out of 100).</b>

The Authority will receive the recommendation(s) of the Evaluation Committee and award the contract to the top proposer.

**Fees** - Proposals submitted in response to this Request for Proposal should include completed Fee Proposal Form (**Attachment “C”**). The Evaluation Team will score proposals based upon the following criteria:

<b>% of Section Total</b>	<b>Fee Proposal Form</b>
75	Contract Years 1-5.
25	Rate Card by position and hourly rate.
<b>30</b>	<b>Maximum points available for this section of the proposal (out of 100).</b>



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## **L. Insurance and Indemnification**

The Audit Firm selected will be expected to comply with indemnity and insurance requirements as follows:

Indemnity - The Audit Firm agrees to release, defend, indemnify and save harmless the City and its trusts and authorities and their officers, agents and employees (i) from and against any and all loss of or damage to property, or injuries to or death of any person or persons, as well as (ii) from and against any and all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever caused by the negligent acts or omissions of the Audit Firm, including, without limiting the generality of the foregoing, their officers, employees, representatives, suppliers, invitees, contractors or agents, in connection with the audit, provided, however, the Audit Firm shall not be liable hereunder for any loss or expense occasioned by the negligent acts or omissions of the City and its trusts or its officers, agents and employees. Each party agrees to give the other parties prompt notice of any claim, suits, actions or proceedings.

The insurance requirements set forth in paragraph 2 shall not be deemed to limit or define the obligations of the Audit Firm set forth in this paragraph. Further, the termination, cancellation or expiration of the Audit Contract shall not affect the obligations and rights established which the parties expressly agree will survive.

In the event the Authority determines there is a conflict of interest between the Audit Firm and the Authority with respect to legal representation, as may be required, the Audit Firm will provide and pay for separate legal counsel to represent the interests of the Authority.

This indemnity provision will be included in all contracts between the Firm and the Authority. No modifications or changes to this indemnity provision will be considered.

Insurance - The minimum insurance requirements set forth below shall not be deemed to limit or define the obligations of the Audit Firm hereunder from the provisions of paragraph Prior to beginning work, the Audit Firm shall obtain and furnish to the Authority current copies of certificates of insurance and a copy of



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the professional liability insurance policy required in subparagraph (e.) following. The required insurance shall be maintained in full force and effect until completion and final acceptance by the Authority of the audit.

The Audit Firm shall maintain insurance, written with an insurance company acceptable to the Authority, for the coverages and amounts of coverage not less than those set forth below. Except for professional liability insurance, no claims made policy shall be accepted. The insurance certificates shall provide that there may be no termination, non-renewal or modification of such coverage without ten (10) days prior written notice to the Authority/Trust, in conformance with the provisions of this Contract. The Audit Firm shall provide evidence of insurance on a form adopted and approved by the Authority/Trust. The amounts of such coverage shall be:

- (a.) Adequate workers' compensation coverage to comply with state laws and employer's liability coverage in the minimum amount of \$100,000.
  
- (b.) Commercial general liability coverage sufficient to meet the Authority's maximum liability under the Governmental Tort Claims Act (51 O.S. §151 et seq.) and any amendment or addition thereto. The current required minimum commercial general liability coverage is: \$175,000 per person for bodily injury or death, \$25,000 for property damage and \$1,000,000 for any number of claims arising out of a single accident or occurrence. All insurance provided hereunder shall name the Authority or its public trusts as an additional insured.
  
- (c.) Comprehensive automobile liability coverage sufficient to meet the Authority's maximum liability under the Governmental Tort Claims Act (51 O.S. § 151 et seq.) and any amendment or addition thereto. The current required minimum comprehensive automobile liability coverage is \$175,000 per person for bodily injury or death, \$25,000 for property damage and \$1,000,000 for any number of claims arising out of a single accident or occurrence. All insurance provided hereunder shall name the Authority as an additional insured.



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- (d.) Valuable paper insurance in an amount not less than fifty percent (50%) of the Audit Firm's total fee, to assure the restoration in the event of their loss or destruction of any workpapers, documents, summaries, estimates, reports, specifications, data, calculations, computer files obtained or prepared as a part of the audit. The Authority is to be named as loss payee for its interest only.
  
  - (e.) Professional liability project insurance evidencing the Audit Firm's coverage in an amount not less than \$175,000.

Applicable policies, unless specified otherwise, shall remain in full force and effect until the five-year workpaper retention period has expired.

#### **M. Other**

1. A decision on the independent accounting firm who will be awarded the Authority's audit examinations should be made no later than September 16, 2020.
  
2. The audit working papers shall be retained by the firm for a period of at least five years and shall be made available to the successive Audit Firm at no additional cost to the Authority.
  
3. All statements made in the audit proposal may at the Authority's option be incorporated by reference in the audit contracts.
  
4. **Conflict of Interest** - The Auditing Firm may not represent any entities whose representation is in any way in conflict with the interests of the Regional Transportation Authority of Central Oklahoma trusts of which the City is the beneficiary.



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## **N. Proposal Submittal Guidelines**

The Regional Transportation Authority of Central Oklahoma will accept proposals electronically, at [www.rtaok.org](http://www.rtaok.org). You are invited to submit a proposal electronically by the proposal deadline specified below. The Authority does not provide access to a computer to prepare electronic proposals or electronic proposal submission.

## **O. Right to Reject**

The Authority reserves the right to reject any and all proposals, to waive any informality or irregularities in any proposal received or take any other such action that may be deemed to be in the best interest of the Authority. Proposals received electronically by the Trust Specialist through the [www.rtaok.org](http://www.rtaok.org) shall be the official proposal.

## **P. Affidavits**

The sample anti-collusion affidavit and sample certificate of nondiscrimination forms provided in the proposal packet do not need to be electronically submitted with the proposal but must be signed and notarized by the selected proposer prior to contract approval.

## **Q. No Proposal Compensation**

This Request for Proposals does not commit the Authority to pay any costs incurred in the preparation of a proposal or to contract with any proposer or proposers.



**R. Proposal Timeline**

Proposal Timeline	
Proposal Advertised	July 22, 2020 July 29, 2020
Questions Due	July 31, 2020
Responses Released	August 4, 2020
Proposals Due	August 12, 2020 12:00 p.m.
Evaluation Committee	August 19, 2020
Contract Award	September 16, 2020

**Note:** Beyond the Proposal due date, all dates are tentative and subject to change.

**S. Right to Reject**

The Authority reserves the right to reject any or all proposals or to award the contract to the next most qualified respondent if the successful respondent does not execute a contract within 30 days after award of the proposal.

**T. Clarification**

The Authority reserves the right to request clarification of information submitted and to request additional information from any or all of the respondents.

**U. Approval of Information Release**

No reports, information, or data given to or prepared by the Firm under the contract shall be made available to any individual or organization without prior written approval of the Authority.





## **V. Proposal Guidelines**

A copy of the Authority's Guidelines and Procedures for Professional Consultant Selection may be obtained from [www.rtaok.org](http://www.rtaok.org)

## **W. Reservation of Rights**

The Authority reserves the right to waive formalities, irregularities and defects in any and/or all proposals, except as otherwise required by law. The Authority reserves the right to: reject any or all proposals; to reject a portion of any or all proposals; to negotiate and execute a contract or to not negotiate or execute a contract with any proposer; and to solicit new or different proposals. The Authority reserves the right to negotiate and/or contract with one or more proposers for all or a portion of any proposal or proposed services.

## **X. Contract**

A sample of the contract for the audit engagement is included as an attachment. This contract is substantially in the form and contains the contract provisions the Authority will be using for the term of the audit engagement which may be five years as indicated. Changes, suggestions, or other contract issues should be included in the Audit Firm's proposal.

# ATTACHMENT "A"

Cover Page	
Date	
Project Name and Description	
Prime Consultant	
Prime Consultant's Federal ID#	
Sub-Consultants (if any)	
Primary Contact	
Primary Contact Name (Prime)	
Address	
City, State, Zip	
Email	
Office Phone	
Cell Phone	
Secondary Contact	
Secondary Contact Name (Prime)	
Address	
City, State, Zip	
Email	
Office Phone	
Cell Phone	
Acknowledgement	
<p>I have reviewed and understand the content and requirements of the solicitation. On behalf of my firm and sub-consultants, if any, I will comply with all state and federal contracting requirements applicable to the project. I understand RTA policies, procedures and processes may change during the duration of the project and will comply with any changes required by RTA. I have fully and accurately disclosed any debarment, license issues, and/or investigations being performed by any governmental entity. Employees listed on the staffing plan are current bona fide employees of the consultant. As authorized to sign for my organization, I certify the content of this proposal to be true, accurate and all matters fully disclosed as requested in the solicitation. I understand any misrepresentations or failure to disclose matters in the proposal is immediate grounds for disqualification.</p>	
Signature	
Name	
Title	

**Consultant Proposed Staffing Plan (Personnel to be used on the RTA Project)**

<b>Name</b>	<b>Firm Name</b>	<b>Proposed Role on Project</b>	<b>Certification Category/Level</b>	<b>Oklahoma License/ Certification No.</b>	<b>Other State License/ Certification No.</b>	<b>Education Level</b>

**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.**

ORM A-11B  
Fee Proposal Form

Proposer: \_\_\_\_\_

RTA 2021-001 EXTERNAL AUDIT SERVICES			
Item	Description	Deliverables	Cost
1.	Contract Year 1		
2.	Contract Year 2		
3.	Contract Year 3		
4.	Contract Year 4		
5.	Contract Year 5		
6.	Rate Card for Additional Services, as needed	Position	Hourly Rate

NOTES:

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**EXHIBIT 1. – REQUIRED FORMS**

**LETTER OF AUTHORIZATION**

This letter of authorization must be completed and signed if the bid/pricing agreement/contract form & non-discrimination statement was not signed by the owner, a general partner, or an officer of the corporation

*This document can be uploaded electronically as an attachment to one of the line items on the electronic bid.*

**Regional Transportation Authority of Central Oklahoma:**

This letter authorizes \_\_\_\_\_ to sign the  
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT and

all forms related to on behalf of \_\_\_\_\_  
Company Name

Sincerely,

\_\_\_\_\_  
Signature of Authorized Agent                      Print Title                      Date

\_\_\_\_\_  
Print Name                      Email Address

Title: *(must be checked)*

- Owner
- Chief Executive Officer [CEO]
- Chairman or Chairman of the Board
- President
- Vice-President
- Treasurer
- Secretary
- Assistant Secretary
- Secretary-Treasurer
- Other:

**BIDDER MUST ELECTRONICALLY PRINT, COMPLETE AND SIGN THIS DOCUMENT PRIOR TO UPLOADING AS AN ATTACHMENT INTO THE ELECTRONIC BID SYSTEM.**

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 city/trust official, city/trust employee or city/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 city/trust official, city/trust employee or city/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 city/trust official, officer or employee of the City 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

Form with fields: Type Name of Authorized Agent, Title, Signature, Company Name, Address, Zip Code, Telephone Number and Fax Number if any

TO BE COMPLETED BY THE NOTARY:

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

Signed and sworn to before me on this \_\_\_ day of \_\_\_, \_\_\_ by \_\_\_ .
[Day] [Month] [Year] [Print the name of the individual who signed above.]

My Commission Number: [Oklahoma] Type Name of Notary Public

My Commission Expires: [Date/Year] Signature of Notary Public

# Exhibit 1 – Required Forms

## DISADVANTAGED BUSINESS ENTERPRISE (DBE)

### Required Contractor & Subcontractor Information

Business Name	
Business Address1	
City	
State	
Zip Code	
1. Is your firm a Disadvantaged Business Enterprise (DBE)?	
2. Are you registered as a DBE with the Oklahoma Department of Transportation (ODOT)?	
If you answered yes, to Question 1 or 2, how old is your firm?	
What are the firms annual gross receipts?	
Completed By:	
Title:	
Signature:	
Date:	

(Published in the Journal Record **July 22, 2020 and July 29, 2020**)

NOTICE TO PROPOSERS  
FOR REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN, that the Regional Transit Authority (RTA) has a certain project that requires the services of a consulting firm.

Project Title: **RTA 21-001 External Audit Services**

**Scope of Work:**

The Regional Transportation Authority of Central Oklahoma (RTA) is a public trust, created and established under Oklahoma Statutes for the purpose of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the regional transportation district. RTA is comprised of the governing city councils of Oklahoma City, Edmond, Norman, Moore, Midwest City and Del City.

The Trust Indenture requires an independent audit of the Authority's financial controls, and annual financial report. The report is to be filed annually with the governing body of the Beneficiaries. Oklahoma Statutes provide that an audit must be ordered on or before July 30, and that an audit must be submitted to the State Auditor and Inspector on or before December 31. The Single Audit Act of the United States requires an annual audit of recipients of Federal funds. The Regional Transportation Authority of Central Oklahoma is a recipient of significant Federal funds. The Authority is committed to providing annual financial reporting in compliance with Generally Accepted Accounting Principles (GAAP) (SEC rule 15c2-12). The objective of the Authority is to comply with all statutory and regulatory requirements.

The RFP and additional information is available for review at [www.rtaok.org](http://www.rtaok.org). The Regional Transportation Authority (RTA) shall receive sealed qualification proposals electronically at [info@rtaok.org](mailto:info@rtaok.org), or in person at EMBARK Headquarters Building, 2000 North May Ave., Oklahoma City, Oklahoma 73102, until **12:00:00 p.m. C.S.T., on August 12, 2020**. The contract is scheduled to be awarded at the regularly scheduled meeting of the RTA, on **September 16, 2020**. Any submission received after the deadline, on the above-mentioned date, will be rejected and returned. There will be no exceptions to this policy.

Qualifications timely received electronically at [info@rtaok.org](mailto:info@rtaok.org), shall be forwarded to the Trust Specialist for the RTA Evaluation Committee to review on **August 19, 2020, at 8:30 a.m.**

A copy of the Procurement Procedures Manual, adopted by the Board of Directors on October 16, 2019, may be viewed at [www.rtaok.org](http://www.rtaok.org), or you may request a hardcopy from the Trust Specialist at the address referenced above. Proposals shall be made in accordance with the RFQ proposal packet, the Oklahoma Open Records Act and Federal Transit Administration requirements and regulations.