



**Regional Transportation Authority
of Central Oklahoma**

REQUEST FOR PROPOSALS (RFP)

FINANCIAL PLANNING CONSULTING SERVICES

RELEASE DATE:

May 1, 2023

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REQUEST FOR PROPOSALS

Financial Planning Consulting Services

I. INTRODUCTION

The Regional Transportation Authority of Central Oklahoma (“RTA”) invites qualified firms to submit a proposal to provide independent financial planning consulting services for RTA’s long-term capital needs and associated financing requirements.

RTA anticipates the services may be funded with USDOT, FRA, or FTA planning funds and future activities will be supported with FTA discretionary grant funding, requiring the consultant to adhere to all applicable FTA Capital Investment Grant New Starts requirements.

II. BACKGROUND

The Regional Transportation Authority of Central Oklahoma was created by Trust Agreement and Indenture by the governing RTA councils of Oklahoma RTA, Edmond, and Norman pursuant to the provisions of Title 68, Oklahoma Statutes 2014, Section §1370.7; Title 60, Oklahoma Statutes §176, et seq., as amended by Title 60, Chapter 4, Oklahoma Session Laws 1953; and the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma for the purpose of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the regional transportation district.

Prior to the formation of the RTA, the Central Oklahoma Region had undertaken numerous studies to advance high-capacity transit. The studies are available for review at www.rtaok.org.

A. Studies Currently Underway

The RTA currently is completing an Alternatives Analysis Update for two corridors: The North/South Corridor and the East Corridor. The North-South corridor is in the BNSF right-of-way serving the region through the communities of Edmond, Oklahoma RTA, and Norman. The alignment and transit mode have not been finalized yet and are dependent upon RTA and BNSF reaching an agreement. RTA and BNSF are exploring this alignment option as a possibility, however, and BNSF is working to determine if the commuter service will be compatible with the freight obligations at this time. Currently, the project team is studying the type of commuter rail operation that best meets the needs of the community. The project team is also studying station locations to maximize ridership and efficiency, and the placement of an operations and maintenance facility.

High-capacity transit services of all types are being studied to serve the region through the east corridor communities from the Santa Fe Station in Oklahoma RTA to Tinker Airforce Base. This corridor is being fully examined for mode and alignment. The RTA will consider community demographics, travel patterns, and needs that influence the types of transit that will best-serve the corridor.

The RTA anticipates selecting a Locally Preferred Alternative for the North/South corridor and the East Corridor prior to June 30, 2023.

B. Studies Pending Federal Grant Agreement

The Central Oklahoma Regional Transit Corridors to Promote Economic Development and Equity Inclusion Project (“EDEI Project”) will conduct an Alternatives Analysis of two regional transit corridors in the Oklahoma RTA metropolitan area. Multiple transportation options will be reviewed in each corridor, including rail, highway, and arterial streets.

The two corridor locations that will be studied as part of the EDEI Project are an Airport Corridor and a West Corridor. The Airport Corridor will connect Downtown Oklahoma RTA to the Will Rogers World Airport. This corridor travels southwest of downtown and includes multiple arterial streets with active and high-ridership bus service, an active BNSF rail segment, as well as an abandoned rail corridor. The West Corridor will study connections from Downtown Oklahoma RTA west towards the cities of Yukon and Mustang in its study area. This corridor parallels portions of I-40, Reno Ave, and an active Union Pacific rail corridor, each of which will be reviewed in the analysis.

Both corridors provide the opportunity for new regional transit connections that do not currently exist, greatly benefitting transportation access, as well as economic development opportunities. The potential for new transit services to utilize the recently renovated Santa Fe Station in Downtown Oklahoma RTA will be included in the review of each corridor.

The EDEI Project has qualified for a USDOT RAISE Grant and the RTA anticipates finalizing the Paper Grant Agreement soon. Once executed, the Alternatives Analysis will commence with a project duration of 15 months with LPA determinations expected by June 30, 2024.

C. Funding Sources

Once the locally preferred alternatives are selected for each of the four high-capacity transit lines, the RTA will seek a combination of funding/financing sources for constructing, maintaining, and operating the selected transportation projects located within the boundaries of the regional transportation district.

1. Federal Funding Sources

RTA anticipates the capital costs of the projects it chooses to implement may be funded in part with USDOT, FRA, or FTA planning funds and/or FTA or FRA discretionary grant funding.

2. Bonds

RTA anticipates it will issue long-term bonds to finance the remainder of the capital program that are not supported by federal planning or discretionary grants.

3. Local Sales Tax Referendum

After the LPAs have been determined, RTA anticipates seeking voter approval for a local sales tax in RTA District. Sales tax is the only funding mechanism authorized for the RTA by Oklahoma Law. RTA anticipates a sales tax will be required to fund ongoing maintenance and operations of the transit lines.

III. SCOPE OF SERVICES

The RTA is seeking qualified professional firms to provide independent financial planning consulting services to assist staff with the services identified below. The final scope of work will be determined by RTA with the selected Financial Consultant.

1. Develop and maintain short-term and long-range financial plans.
2. Oversee execution of capital project debt financings.
3. Perform revenue adequacy evaluations.
4. Provide economic evaluations.
5. Provide investment recommendations, as needed.
6. Advise of changes in Federal and State laws and regulations.
7. Manage relationships with commercial partners, banks, rating agencies and other financial entities.
8. Advise and assist in the preparation of appropriate financial and investment policies of the RTA.
9. Provide all financing planning services as requested.

IV. PROPOSAL FORMAT

All proposals shall include the following minimum information:

A. Description of Organization, Management and Team Members

Provide a description of the team/consultant organization. The organization description should clearly identify who will be the project manager for this contract, and the day-to-day contact person for the job. Include resumes of key personnel. RTA expects to work with the same project manager during the term of the contract, but expects that the team will be tailored to the size of each individual project.

B. Organization Qualifications

Provide an outline of the organization qualifications indicating relevant background, experience, and capabilities for this work. Give examples of work accomplished that is similar in size and content to the Scope of Services. If available, give examples of other on-call services contracts. If the proposing firm is likely to be using a subconsultant for the type of work discussed in the Scope of Services, provide information on that subconsultant.

C. References, Related Experience, and Examples of Work

Provide client references with phone numbers for relevant work. Specify the client, location, consultant firm members and participating individuals and role on team (principal, project director, etc.), type of work, implementation results or status, examples of work, and other relevant information as needed. Show small sized, medium sized and on-call service contracts, if available.

D. Fee Schedule

Provide fee schedule for consultant firm members and participating individuals on team.

E. Required Forms

Submit all Required Forms (Attachments A-D)

V. SELECTION PROCESS

A. Qualifications

All proposals received by the due date will be evaluated by the RTA. Only information which is received in response to the RFP or any subsequent interview will be evaluated. RTA will judge the responses of each proposing firm in several critical areas. The RTA, at its discretion may invite selected proposers to an oral interview to further assess qualifications and assist in the final selection process.

B. Selection Criteria

The RTA will select the most qualified proposer based on the following factors. Responses to the RFP should address the qualities and indicators that are listed below:

1. Ability of the Firm to Perform the Scope of Services.

An assessment of the experience of the organization in general. Qualities and indicators that will receive consideration include the number and types of financial planning consulting services the organization or its employees have completed; the variety and creativity of projects completed and a demonstration of the organization's ability to be responsive to the RTA's need for financial planning consulting services. A proven track record advising clients on federal grant programs preferred.

2. Capabilities of the Consultant Team Members.

Assessment of the capabilities of the individuals that will be engaged in the financial planning consulting services. Qualities and indicators that will receive consideration include what professionals will be the various professional, technical, and educational achievements and registrations of each organization and individuals involved; the applicable experience of the proposed assigned staff, and the specific experience gained on providing similar financial planning consulting services.

3. Billing Rate

Cost, while not determinative, may be considered in the selection process. The selected firm will be expected to maintain the proposed billing rates through the first fiscal year for the contract, from July 1, 2023 through June 30, 2024. For Fiscal Years 2024 to 2026 the RTA will consider renegotiation of the billing rates prior to the start of each fiscal year, not to exceed 4%.

VI. PROPOSAL INSTRUCTIONS AND GUIDELINES

The following table outlines the proposal instructions and guidelines. Any penalty or disqualification actions are clearly identified in the table. Violations that do not result in a penalty or a disqualification action may still affect the consultant's overall proposal score as part of the evaluation process.

Proposal Instructions and Guidelines		
Instruction	Description of Requirement	Violation Penalty or Disqualification
Page Limits	The maximum allowable number of pages for the proposal is 10. The Cover Page, Consultant Proposed Staffing Plan, resumes, required forms, and section divider tabs do not count toward the page limitation.	Additional pages will be removed
Page Sizes	Allowable page size is 8 ½ x 11.	Pages violating size requirement will be removed
Consultant Proposed Staffing Plan	Provide a copy of the Consultant Proposed Staffing Plan (Attachment B) with no additional information beyond that which is required.	If additional information is provided, the Staffing Plan will be removed
Margins	Provide one-inch (1") margins throughout the proposal; consultant name/logo and page headers/footers may be within the margins	Guideline
Font and Line Spacing	Use a 10-point [or greater] Arial or Times New Roman font	Guideline
PDF Submission	Send proposals via e-mail in PDF format to info@rtaok.org	Guideline
Proposal Deadline	Send proposals to info@rtaok.org prior to 5:00 P.M Central Time on deadline date.	Disqualification
Interviews	If interviews are required, attend the date and time instructed by RTA Owner's Representative	Disqualification
Cover Page	Provide a complete Cover Page , including a signed, verbatim acknowledgement as identified in Attachment A .	Disqualification
DBE Goal	While there isn't a current DBE goal, we encourage all certified DBE contractors to apply. All prime contractors are encouraged to visit https://okdot.gob2g.com/ to see ODOT's DBE database for an up-to-date list of available DBEs should they need any subcontracting work.	Guideline
Required Forms	Submit all Required Forms , as identified in Attachments A-E .	Disqualification

VII. ANTICIPATED TIMELINE

May 1, 2023	Issue Request for Proposals – First Advertisement Date
May 8, 2023	Second Advertisement Date
May 16, 2022 9:00 a.m. – 10:00 a.m.	Pre-proposal conference, RTA, 431 W. Main St., Suite B, Oklahoma RTA, OK 73102. Attendance is encouraged, but not a requirement for proposal. This meeting will also be available virtually +1 (405) 534-4946 Phone Conference ID: 135 188 680#. All callers on the conference call will be muted but may submit questions in writing until 5:00 p.m. on April 18 to info@rtaok.org .
May 16, 2023 5:00 p.m.	Questions regarding proposal due

May 24, 2023 5:00 p.m.	RTA will post responses to questions at www.rtaok.org
June 7, 2023 5:00 p.m. CST	PROPOSALS DUE electronically to info@rtaok.org
June 20, 2023 8:00 a.m. – 1:00 p.m.	RTA to conduct selection interviews (if needed)
July 19, 2023	Award of Agreement
July 30, 2023 or later	Notice to proceed

VIII. CONSULTANT REQUIREMENTS

1. All communications, of any nature with respect to this RFP, shall be to the RTA Owner's Representative. Under no circumstances shall any prospective bidder or respondent discuss this solicitation or their anticipated response with any member or potential member of the RTA Board of Directors, the Evaluation Committee, or RTA/COTPA staff.
2. Respondent shall provide a statement as an addendum to its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) affected by any RTA employee, officer, agent, or Board member; any member of these entities' immediate family, partner, or organization that employs, or is about to employ, any of the above, and which is related to the work under this solicitation.
3. Respondent and all sub-consultants, at its sole expense, shall obtain and maintain during the term of any agreement all appropriate permits, certificates, and licenses which will be required in connection with the performance of services hereunder.
4. Respondent will comply with all federal laws, regulations, requirements, terms, and conditions provided in Exhibit E (Federal Terms and Conditions) attached hereto.
5. This RFP, its addenda, along with all documents provided by the successful respondent(s) will become part of the awarded contract and subject to the terms and conditions of the contract.
6. All costs related to the preparation of the proposal and any related activities such as interviews are the sole responsibility of the respondent. RTA assumes no liability for any costs incurred by respondent during the selection and contract negotiation process. Respondent shall not include any expenses as part of the price proposed in response to the RFP. Each respondent shall hold RTA harmless and free from all liability, claims, or expenses incurred by, or on behalf of, any person or organization responding to this RFP.
7. Proposals and their content become property of RTA, are treated as non-public records until the contract has been executed by all necessary officials of the respondent and RTA, and are subject to the Oklahoma Open Records Act.
8. Notice to Proceed will be issued by RTA Owner's Representative after contract execution. Authorization to begin work from any other source is invalid and will result in non-payment for services provided prior to authorized notification to begin work.

9. All protests with respect to this solicitation must be in writing and received by RTA within 7 days of contract award. Any protest not set forth in writing within the 7-day period is null and void and will not be considered. Deliver a copy of any protest to:

RTA Owner's Representative Kathryn@HolmesAssociatesLLC.com

10. Respondent shall comply with all insurance terms and conditions contained in Exhibit D, incorporated herein.
11. All documents requiring signature shall be signed by an individual or individuals authorized to execute legal documents on behalf of the parties represented.

IX. RTA RIGHTS

1. RTA reserves the right to reject all proposals received because of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel in part or in its entirety this RFP if it is in the best interests of RTA. This solicitation of proposals in no way obligates RTA to award a contract. Interviews, if requested, will take place at the RTA offices.
2. RTA reserves the right to cancel or reject all or a portion or portions of the request for proposal without notice. Further, RTA makes no representations that any agreement will be awarded to any organization submitting a proposal.
3. A proposer may withdraw the proposal at any time prior to the award of the contract. A proposal may also be retrieved from RTA and resubmitted only prior to the date and time listed for submission. Proper identification and a formal letter will be required to withdraw the proposal.
4. All proposals become the property of RTA upon submission.

X. EXHIBITS

- A.** Scope of Services
- B.** Sample Master Service Agreement
- C.** Required Forms
- D.** Insurance Requirements
- E.** Federal Terms and Conditions

EXHIBIT A
SCOPE OF SERVICES
FINANCIAL PLANNING CONSULTING SERVICES

The RTA is seeking qualified professional firms to provide independent financial planning consulting services to assist staff with the services identified below. The final scope of work will be determined by RTA with the selected Financial Consultant.

- Develop and maintain short-term and long-range financial plans.
- Oversee execution of capital project debt financings.
- Perform revenue adequacy evaluations.
- Provide economic evaluations.
- Provide investment recommendations, as needed.
- Advise of changes in Federal and State laws and regulations.
- Manage relationships with commercial partners, banks, rating agencies and other financial entities.
- Advise and assist in the preparation of appropriate financial and investment policies of the RTA.
- Provide all financing planning services as requested.

EXHIBIT B

SAMPLE PROFESSIONAL SERVICES AGREEMENT FOR FINANCIAL PLANNING CONSULTING SERVICES

This Professional Services Agreement (“**Agreement**”) is entered into this _____ day of _____, 20____ (“**Effective Date**”), by and between the Regional Transportation Authority of Central Oklahoma (“**RTA**”), a public trust created pursuant to 68 O.S. §1370.7 and 60 O.S. §176, et seq., as amended, and COMPANY, (a corporation, LLC, LP, GP, sole proprietor/individual), whose address is ADDRESS (the “**Provider**”), in reference to the following facts and circumstances:

RECITALS

- A. The Regional Transportation Authority of Central Oklahoma was created by Trust Agreement and Indenture by the governing RTA councils of Oklahoma RTA, Edmond, and Norman pursuant to the provisions of Title 68, Oklahoma Statutes 2014, Section §1370.7; Title 60, Oklahoma Statutes §176, et seq., as amended by Title 60, Chapter 4, Oklahoma Session Laws 1953; and the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma for the purpose of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the regional transportation district.
- B. Provider is specially trained, experienced, and competent to perform the special services which will be required by this Agreement.
- C. RTA and Provider desire to enter into an agreement for Financial Planning Consulting Services upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the RTA and Provider agree as follows:

1. TERM

The term of this Agreement shall be three (3) years commencing on the 1st day of July 2023, and shall terminate on the 30th day of June 2026 unless terminated earlier as set forth herein.

This Agreement may be mutually extended after the initial three (3) year term, on a year-by-year basis, for up to two (2) additional one (1) year terms, at the sole discretion of the RTA, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The RTA may submit written notice that the Agreement is to be extended at the same terms and compensation as the initial Agreement.

2. COMPENSATION

a. **“Not to Exceed” Compensation.** The compensation payable to Provider for requested services identified in this Agreement shall not exceed \$100,000 per fiscal year for each of the three (3) fiscal years for a total contract amount of \$300,000. At the end of the three (3) year term, RTA may extend the term of this Agreement for up to two (2) additional one (1) year periods with a not-to-exceed compensation amount of \$100,000 per year by providing advance written notice to Provider and written confirmation by Provider thereof. RTA reserves the right to not request any services of Provider during the entire duration of this Agreement. Provider shall only be paid for services performed under this Agreement to the extent authorized by the written Task Order approved by the RTA. The RTA does not guarantee any specific amount of work, if any, or billable hours that will be preauthorized. No overhead or other expenses can be recovered for interim periods when Provider’s services are not utilized by RTA.

b. Invoicing Procedures & Records

- i. Monthly on the twenty-fifth (25th) calendar day of each month, *Provider* shall submit invoices to the RTA Owner’s Representative for payment in the form specified by the RTA. Such invoices must be received by RTA Owner’s Representative no later than the twenty-fifth (25th) calendar day of the month to ensure *Provider’s* invoice will be included with RTA Owner’s Representative’s month-end submission to RTA. 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 time and materials incurred by *Provider* in performance of a Task Order during the preceding accounting period. Supporting documentation for all fees and costs contained in the invoice will be submitted with each invoice.
- ii. The RTA Owner’s Representative and RTA shall have the right to disapprove specific elements of each invoice. The RTA Owner’s Representative shall provide, in writing, such disapproval to the Provider within twenty (20) business days of invoice submittal. Approval by the RTA Owner’s Representative and RTA shall not be unreasonably withheld. RTA will pay invoices approved and submitted by the RTA Owner’s Representative at the next board meeting, but no more than sixty (60) days from receipt.
- iii. The Provider shall submit with each invoice cost documentation related to the performance of labor services under this Contract, as well as receipts or other adequate documentation for non-labor expenses. Upon the request of the RTA Owner’s Representative, written or electronic data supporting the labor services and written estimates and actual costs and information in support thereof shall be made available within a reasonable time during the Contract period and for a period of three (3) years thereafter. The Provider shall make such documents available for inspection and copying by the RTA whenever requested by the RTA.
- iv. The Provider may seek reimbursement for food purchased from its employees while in travel status for work pursuant to this Agreement. Reimbursement will be made for the actual amount claimed up to the federal per diem rate as published by the General Services Administration (GSA) recommended by the

IRS. The maximum allowable will be the Meals and Incidental Expenses (ME&I) rate of the GSA. Claims for such reimbursement shall be submitted on a form listing: (1) the date and place of expenses, (2) purpose of the trip, and (3) name of the person on the trip, and will include a detailed or itemized receipt or documentation. Additionally, the RTA requires the Provider to maintain detailed source documentation that can be verified through the audit process. Summary credit card receipts, which contain only the cost and tip are not considered to be detailed receipts. Actual costs for alcohol and tobacco must be clearly segregated and removed from meal costs; the use of estimates is unacceptable.

c. **Provider's Failure to Perform.** In the event Provider performs services which do not comply with the requirements of this Agreement, Provider shall, upon receipt of written notice from RTA, re-perform the services (without additional compensation to Provider). If Provider's failure to perform in accordance to this Agreement causes damage to RTA, Provider shall reimburse RTA for the damaged incurred (which may be charged as an offset to Provider's payment).

3. SERVICES TO BE PERFORMED

a. Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit "A" as requested. Provider acknowledges that the work plan included in Exhibit "A" is preliminary and does not commit RTA to request Provider to perform all or any tasks included therein.

b. At such time as services are needed by RTA from Provider, RTA will discuss with Provider the general parameters of the applicable scope of services. In response, Provider shall deliver to RTA, no later than ten (10) calendar days after the date of its discussion with RTA, a "**Preliminary Task Order**," which shall include a scope of work and cost of proposal for the services needed by RTA. Provider's proposal shall include a breakdown of estimated hours and a work schedule. No work shall be performed by Provider until the Preliminary Task Order is accepted in writing by RTA as evidenced by RTA's issuance to Provider of a final "**Task Order**." Provider shall commence performance and complete all required services no later than the dates set forth in accordance with the approved, final Task Order.

4. TIME IS OF THE ESSENCE

Provider and RTA agree that time is of the essence regarding the performance of this Agreement and the timing requirements set forth herein and in each Task Order shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Provider shall commence performance and shall complete all required services no later than the dates set forth in each Task Order. Any services for which times for performance are not specified in this Agreement or a Task Order shall be commenced and completed by Provider in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Provider by RTA. Provider shall submit all requests for extensions of time to RTA in writing no later than ten (10) days after the start of the condition which Provider claims justifies such extension and not later than the date on which performance is due.

5. STANDARD OF CARE

Provider shall comply with all applicable legal requirements, including, without limitation, all federal, state and local laws (including ordinances and resolutions), whether or not expressly referred to in this Agreement. Provider shall perform services under this Agreement using a

standard of care equal to the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Provider, performing under circumstances similar to those required by this Agreement.

6. AUTHORIZED REPRESENTATIVES

- a. **RTA's Authorized Representative.** For the performance of services under this Agreement, Provider shall take direction from the RTA Owner's Representative, unless otherwise designed in writing by the Interim Executive Director.
- b. **Provider's Representative.** Provider understands that, in entering into this Agreement, RTA has relied upon the representations set forth in Provider's proposal regarding the qualifications of Provider's representatives. Accordingly, Provider shall not utilize any personnel other than those identified in Exhibit "C" without the prior written consent of RTA.

7. INDEPENDENT PARTIES

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. None of the benefits provided by RTA to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from RTA to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

8. NON-DISCRIMINATION

Consistent with RTA's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, RTA employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (ex. Cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate Union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS

- a. Provider shall indemnify, defend, and hold harmless RTA, its Board of Directors, officials, agents, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent, reckless or intentional act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence, recklessness or willful misconduct on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. However, Provider

shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. Provider's obligation to indemnify, defend and hold harmless Indemnitees shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE

The Provider shall comply with all insurance terms and conditions contained in Exhibit D, incorporated herein.

11. COMPLIANCE WITH FEDERAL TERMS

The Provider will comply with all federal laws, regulations, requirements, terms, and conditions provided in Exhibit E (Federal Terms and Conditions) attached hereto.

12. CONFLICT OF INTEREST

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity.

13. PROHIBITION AGAINST TRANSFERS

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the RTA. Provider shall submit a written request for consent to transfer to the RTA at least thirty (30) days in advance of the desired transfer. The RTA or designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the RTA under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer, or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

14. PERMITS AND LICENSES

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses that may be required in connection with the performance of the services and tasks hereunder.

15. INFORMATION AND OWNERSHIP OF WORK PRODUCTS

a. RTA has used reasonable efforts to deliver to Provider information necessary for Provider's performance of services under this Agreement. If Provider believes additional

information is required, Provider shall promptly notify RTA and RTA will deliver to Provider all requested information in RTA's possession to the extent permitted by applicable law. Provider shall not claim delay in performance of work due to lack of information if additional information was not timely requested by Provider from RTA within seven (7) business days from the date of RTA's final Task Order.

b. All drawings, plans, reports, maps, specifications, calculations, documents and intellectual property developed, prepared or discovered by Provider (including its employees and sub-providers) in connection with this Agreement, whether complete or in progress (collectively "**work product**") are the property of RTA and shall be delivered to RTA at the completion of Provider's services or upon demand by RTA, whichever occurs first; provided that Provider may retain a copy of the work product.

c. RTA acknowledges that its use of the work product is for the purposes contemplated by the scope of work in this Agreement and each final Task Order and Provider makes no representation regarding the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

d. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without the prior approval of the RTA.

e. Provider shall, at such time and in such form as the RTA may require, furnish reports concerning the status of services and tasks required under this Agreement.

f. Provider shall correct, at no cost to RTA, any and all errors, omissions, or ambiguities in the work product submitted to RTA, provided RTA gives notice to Provider.

g. If Provider has prepared plans and specifications or other design documents to be used in construction of a project, Provider shall be obligated to correct any and all errors, omissions or ambiguities in the work product discovered prior to and during the course of construction of the project. This obligation shall survive termination of this Agreement.

16. PROVIDER RECORDS

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by RTA that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of RTA or its designees during regular business hours upon reasonable prior notice. RTA has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of five (5) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by RTA's preliminary examination or audit of records, and the RTA's supplemental examination

or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse RTA for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES

- a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.
- b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) business days after notice is deposited in the U.S. mail or with a courier service in the manner described above.
- c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.
- d. All notices, demands, requests, or approvals from Provider to RTA shall be addressed to RTA at:

For the RTA

RTA Interim Director
ATTN: Jason Ferbrache
2000 S. May Avenue
Oklahoma City, OK 73108
Jason.ferbrache@okc.gov
Office Phone: 405.297.2262
Cell Phone: 405.696.6262

With copy to:

RTA Owner's Representative
ATTN: Kathryn Holmes
910 S Donner Way, Ste. 304
Salt Lake City, UT 84108
kathryn@holmesassociatesllc.com
Cell Phone: 703.999.4440

All notices, demands, requests, or approvals from RTA to Provider shall be addressed to Provider at:

[Provider Name]
[Department] [Address]
[RTA, State, zip]
ATTENTION: [Title]
Ph: (xxx) [xxx-xxxx] /
Email:

18. SAFETY

- a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be

limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify RTA within twenty-four (24) hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to RTA a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from RTA of written notice of default, specifying the nature of such default and the steps necessary to cure such default, RTA may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, RTA shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 18.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEYS' FEES

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment).

21. COMPLIANCE WITH ALL APPLICABLE LAWS

During the term of this Agreement, Provider shall comply with all federal laws, regulations, requirements, terms, and conditions provided in **Exhibit X** (Federal Terms and Conditions) attached hereto.

22. CONFLICT OF LAW

This Agreement shall be interpreted under, and enforced by the laws of the State of Oklahoma without regard to any choice of law rules which may direct the application of laws of another jurisdiction. Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Oklahoma, State of Oklahoma.

23. WAIVER

A waiver by RTA of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. INTEGRATED CONTRACT

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both RTA and Provider.

25. CAPTIONS

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

26. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

27. SIGNATORY

By signing this Agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

28. CONTROLLING AGREEMENT

In the event of a conflict between the terms and conditions of this Agreement and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

APPROVED by the directors of the Regional Transportation Authority of Central Oklahoma and signed by the Chairperson on this ____ day of _____, 2023.

ATTEST:

**REGIONAL TRANSPORTATION
AUTHORITY OF CENTRAL OKLAHOMA**

Mary Mélon, Secretary

Brad Henry, Chairperson

REVIEWED for form and legality.

Joshua Minner
Assistant Municipal Counselor

EXHIBIT C
REQUIRED FORMS
FORM A-20
CONTRACT AWARD OFFER AND ACCEPTANCE FORM
Include in Request for Proposals

RFP NUMBER: _____ **GRANT NUMBER:** _____

PROJECT TITLE: _____

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

OFFER

By execution below the Offeror _____ hereby offers to furnish equipment and services for \$ _____ as specified in the RTA Request for Proposals (Number: _____) for (description of item or service) _____

_____ including the General Conditions, Technical Specifications and Offer and Award Provisions.

Offeror: _____
Name

Street Address

City, State, Zip

Signature of Authorized Signer

Title

Phone

Additional Notes: _____

NOTICE OF AWARD

By execution below, RTA accepts Offer as indicated above.

Name (Executive Director)

Signature

**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:	

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

DBE Name			
DBE Address1			
City			
State			
Zip Code			
Contact Name			
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 _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Telephone: _____

Name of DBE firm _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Telephone: _____

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

Description of work to be performed by DBE firm:

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 \$ _____

Bidder/offeror: _____ (Signature)
_____ (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: _____ (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.

DBE QUALIFICATION FORM

_____ 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

_____ Does your firm meet the following requirements to qualify as a DBE under the Department of Transportation DBE program?

_____ 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).

_____ 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.

_____ 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.

_____ 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.

_____ 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 _____

Authorized Signature _____

Title _____ Date _____

Obtaining Certification as a DBE

Firms meeting the eligibility standards must contact the specific state or local transportation entity for which they wish to participate in contracts. In addition to requesting documentary evidence substantiating a firm's size, owner's PNW, independence, and an individual's ownership and control, recipients are required to perform an on-site visit to the firm's offices and job sites. Firms can obtain instructions on how to apply to become a DBE by contacting the State Department of Transportation. To ease the burden of applying to multiple DOT recipients within a state, the Department requires a Unified Certification Program (UCP) to be developed so that applicants need only apply once for DBE certification that will be honored by all recipients in the state.

If you need information regarding DBE Certification, contact:

Oklahoma Department of Transportation
Civil Rights Division, External Programs
200 N.E. 21st Street, Room 1-C-5
Oklahoma City, Oklahoma 73105
(405) 521-6046 Fax: (405) 522-2136

Please print the following information:

Firm Name

Authorized Signature

Title

Date

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 % and the contract DBE goal is % 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 _____

Signature _____

Title _____

Date _____

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.

Signature of Contractor's Authorized Official

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.

Signature of Contractor's Authorized Official

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

(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 statutes, 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: _____
Title: _____

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

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	
RTA, State, Zip	
Email	
Office Phone	
Cell Phone	
Secondary Contact	
Secondary Contact Name (Prime)	
Address	
RTA, 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	

STANDARD FORM (SF)

255

Architect-Engineer and Related Services Questionnaire for Specific Project

1. Project Name/Location for which Firm is Filing:

**

2a. *Commerce Business Daily* Announcement Date, if any:

*

2b. Agency Identification Number, if any:

SOL *

3. Firm (or Joint-Venture) Name & Address

3a. Name, Title & Telephone Number of Principal to Contact:

3b. Address of office to perform work, if different from item 3.

4. Personnel by Discipline: (List each person only once, by primary function.) Enter proposed consultant personnel to be utilized on this project on line (A) and in-house personnel on line (B).

A	B						
_____	_____	Administrative	_____	_____	Electrical Engineers	_____	_____
_____	_____	Architects	_____	_____	Estimators	_____	_____
_____	_____	Chemical Engineers	_____	_____	Geologists	_____	_____
_____	_____	Civil Engineers	_____	_____	Hydrologists	_____	_____
_____	_____	Construction Inspectors	_____	_____	Interior Designers	_____	_____
_____	_____	Draftsmen	_____	_____	Landscape Architects	_____	_____
_____	_____	Ecologists	_____	_____	Mechanical Engineers	_____	_____
_____	_____	Economists	_____	_____	Mining Engineers	_____	_____
					Oceanographers	_____	_____
					Planners Urban/Regional	_____	_____
					Sanitary Engineers	_____	_____
					Soils Engineers	_____	_____
					Specification Writers	_____	_____
					Structural Engineers	_____	_____
					Surveyors	_____	_____
					Transportation Engineers	_____	_____
							Total Personnel

5. If submittal is by joint-venture list participating firms and outline specific areas of responsibility (including administrative, technical and financial) for each firm: (Attach SF 254 for each if not on file with Procuring Office.)

5a. Has this Joint-Venture previously worked together? Yes No

6. If respondent is not a joint venture, list outside key Consultants/Associates anticipated for this project (Attach SF 254 for Consultants/Associates listed, if not already on file with the Contracting Office).

Name & Address	Specialty	Worked with Prime before (Yes or No)
x)		
x)		
x)		
x)		
x)		
x)		
x)		
x)		
x)		

6. If respondent is not a joint venture, list outside key Consultants/Associates anticipated for this project (Attach SF 254 for Consultants/Associates listed, if not already on file with the Contracting Office).

Name & Address	Specialty	Worked with Prime before (Yes or No)
x)		
x)		
x)		
x)		
x)		
x)		
x)		
x)		

6. If respondent is not a joint venture, list outside key Consultants/Associates anticipated for this project (Attach SF 254 for Consultants/Associates listed, if not already on file with the Contracting Office).

Name & Address	Specialty	Worked with Prime before (Yes or No)
x)		
x)		
x)		
x)		
x)		
x)		
x)		
x)		
x)		

6. If respondent is not a joint venture, list outside key Consultants/Associates anticipated for this project (Attach SF 254 for Consultants/Associates listed, if not already on file with the Contracting Office).

Name & Address	Specialty	Worked with Prime before (Yes or No)
x)		
x)		
x)		
x)		
x)		

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title:	
b. Project Assignment:	
c. Name of Firm with which associated:	
d. Years experience: With This Firm _____ With Other Firms _____	
e. Education: Degree(s)/Year/ Specialization	
f. Active Registration: Year First Registered/Discipline	
g. Other Experience and Qualifications relevant to the proposed project:	

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title:	a. Name & Title:
b. Project Assignment:	b. Project Assignment:
c. Name of Firm with which associated:	c. Name of Firm with which associated:
d. Years experience: With This Firm _____ With Other Firms _____	d. Years experience: With This Firm _____ With Other Firms _____
e. Education: Degree(s)/Year/ Specialization	e. Education: Degree(s)/Year/ Specialization
f. Active Registration: Year First Registered/Discipline	f. Active Registration: Year First Registered/Discipline
g. Other Experience and Qualifications relevant to the proposed project:	g. Other Experience and Qualifications relevant to the proposed project:

8. Work by firm or joint-venture members which best illustrates current qualifications relevant to this project (list no more than 10 projects).					
a. Project Name & Location	b. Nature of Firm's Responsibility	c. Project Owner's Name & Address and Project Manager's Name & Phone Number	d. Completion Date (actual or estimated)	e. Estimated Cost (in thousands)	
				Entire Project	Work for which firm was/is responsible

10. Use this space to provide any additional information or description of resources (including any computer design capabilities) supporting your firm's qualifications for the proposed project.

11. The foregoing is a statement of facts.

Date:

Signature: _____ Typed Name and Title:

ATTACHMENT C

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)*

- | | |
|--|--|
| <input type="checkbox"/> Owner | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Chief Executive Officer [CEO] | <input type="checkbox"/> Secretary |
| <input type="checkbox"/> Chairman or Chairman of the Board | <input type="checkbox"/> Assistant Secretary |
| <input type="checkbox"/> President | <input type="checkbox"/> Secretary-Treasurer |
| <input type="checkbox"/> Vice-President | <input type="checkbox"/> Other: _____ |

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

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

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