



# BOARD OF DIRECTORS MEETING AGENDA

## **REGULAR MEETING** **WEDNESDAY, JULY 19, 2023** **2:30 P.M.**

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

---

### **DIRECTORS:**

City of Edmond	James Boggs, Treasurer
City of Edmond	Jim Gebhart
City of Norman	Marion Hutchison, Vice Chairperson
City of Norman	Chuck Thompson
City of Oklahoma City	Brad Henry, Chairperson
City of Oklahoma City	Mary Mélon, Secretary
City of Oklahoma City	Aaron Curry

---

---

## Regional Transportation Authority of Central Oklahoma

### MEETING INFORMATION

---

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

It is the policy of RTA to ensure communication with participants and members of the public with disabilities are as effective as communications with others. Anyone with a disability who requires accommodations, modifications of policies or procedures or auxiliary aid or services to participate in this meeting should call (405) 297-2484 or TDD (405) 297-2020 at least 48 hours in advance (excluding weekends or holidays). The department will give primary consideration to the choice of auxiliary aid or service requested by the individual with disability. If you need an alternate format of the agenda or any information provided at this meeting, please call (405) 297-2484 at least 48 hours before the meeting.

#### Public Parking

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

#### Addressing RTA

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

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



# BOARD OF DIRECTORS MEETING AGENDA

## **RTA Actions**

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

To confirm meeting dates or for more information about the RTA, call (405) 297-2185; or visit the website at [www.rtaok.org](http://www.rtaok.org)

---

**July 19, 2023**  
**2:30 p.m.**  
**431 W. MAIN STREET, SUITE B, OKLAHOMA CITY, OK**  
**REGULAR MEETING**

---

1. Call to Order – Brad Henry, RTA Board Chairperson
2. Roll Call – Brad Henry, RTA Board Chairperson
3. Consider Approval of Minutes
  - A. June 21, 2023 Regional Transportation Authority Meeting
4. Executive Director Reports – Jason Ferbrache, Interim Executive Director
5. Owner’s Representative Report – Kathryn Holmes, Holmes & Associates LLC
6. Receive Financial Reports and Ratify and Approve Claims
  - A. Period of June 1, 2023 through June 30, 2023
7. Consider approval of Title VI Program, Disadvantaged Business Enterprise Program, and Equal Employment Opportunity Program
8. Consider approving a Professional Services Agreement with PFM Financial Advisors LLC to provide on-call financial planning services, cost not to exceed \$100,000 annually, July 19, 2023 through June 30, 2026
9. Consider approving a Professional Services Agreement with Regional Economic Advisors LLC to provide economic advising services, cost not to exceed \$50,000 annually, July 19, 2023 through June 30, 2026
10. Public Comments – Brad Henry, RTA Board Chairperson
11. New Business – Brad Henry, RTA Board Chairperson
  - Non-action items that were not known or reasonably foreseen at the time of the posting of the agenda. This may include requests for future agenda items.
12. Adjournment





# BOARD OF DIRECTORS MEETING MINUTES

The regular meeting of the Regional Transportation Authority (RTA) was convened at 2:45 p.m. on Wednesday, June 21, 2023 at 431 W. Main Street. This meeting was held as indicated by advanced notice filed with the Oklahoma County Clerk on June 20, 2023 at 1:43 p.m.

---

## **RTA Board of Directors Present**

Brad Henry, Chairperson  
Mary Mélon, Secretary  
Aaron Curry, Director  
Chuck Thompson, Director  
James Boggs, Treasurer

## **Entity**

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

## **RTA Board of Directors Absent**

Marion Hutchison, Vice-Chairperson  
Jim Gebhart, Director

City of Norman  
City of Edmond

## **Administrative Support Staff Present**

Jason Ferbrache, Interim Executive Director  
Suzanne Wickenkamp, RTA Admin Support  
Josh Minner, Legal Counsel  
Christina Hankins, RTA Admin Support

## **Guests Present**

Amy Parker, OKC Finance  
Linsey Nunn, OKC Finance  
Christopher Hurtt, OKC Finance  
Scott Young, Jacobs Engineering  
Laura Davis, HNTB  
Hannah Nolen, ACOG  
Randy Entz, City of Edmond  
Rajith Kedarisetty, OKC Planning  
Cameron Veal, OKC Planning

Justin Henry, OKC Planning  
Tevis Hillis, News 9  
Trent Elmore, Resident  
Scott Barrett, Halff  
Lee Nichols, Halff  
Taylor Johnson, City of Norman  
Javier Arguello, Halff  
Stuart Campbell, Jacobs Engineering  
Sue Korpi, OKC Finance

## **Consultants Present**

Kathryn Holmes, Holmes & Assoc.  
Liz Scanlon, Kimley-Horn



# BOARD OF DIRECTORS MEETING MINUTES

**May 17, 2023**

**2:30 p.m.**

**431 W. MAIN STREET, SUITE B, OKLAHOMA CITY, OK  
REGULAR MEETING**

---

1. Call to Order – 2:45 p.m.

Chairperson Henry called the meeting to order at 2:45 p.m.

2. Introduction of Aaron Curry, Newly Appointed RTA Director – Brad Henry, RTA Board Chairperson

Chairperson Henry introduced the newly appointed RTA Director for the City of Oklahoma City.

Director Curry stated that the RTA is a worthwhile project and he is happy to be a part of it.

3. Roll Call – Brad Henry, RTA Board Chairperson

**QUORUM PRESENT: Boggs, Thompson, Henry, Mélon, and Curry. ABSENT: Gebhart and Hutchison.**

4. Consider Approval of Minutes

A. May 17, 2023 Regional Transportation Authority Meeting

**APPROVED: Moved by Thompson, seconded by Boggs. AYES: Boggs, Thompson, Henry, and Mélon. ABSTAINED: Curry. NAYS: None.**

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

Interim Executive Director Ferbrache informed the Directors that he attended a quarterly meeting with the Chamber of Commerce to update the Chamber on the progress the RTA has made. The Chamber is very supportive of the RTA's efforts. Interim Executive Director Ferbrache also had an opportunity to present the RTA Mobile Meeting Kit to The Edmond Summit Rotary Club. It was a very productive meeting.

Christina Hankins, RTA Admin Support, reminded the Directors that if they would like their pictures taken that staff is on hand to do so. The Board approved an RFP for on-call engineering services, and staff conducted the consultant interviews yesterday and were very pleased with the results. The contract will be an item for consideration on next month's agenda. Staff is currently working on building a policy library and plans to bring three program policies for board approval. Staff have provided hard copies of those policies for the board to review. The policies are to establish the RTA's Title VI Program, Disadvantaged Business Enterprise (DBE) Program, and the Equal Employment Opportunity (EEO) Plan. These programs need to be in place to receive FTA funding as a direct recipient.

6. Committee Reports – Board of Directors

A. Property Acquisition Committee

No report given.

B. Outreach Committee

Director Mélon stated that the Outreach Committee had a brief meeting to discuss adding additional Directors to the committee.

Chairperson Henry stated that if any Directors have an interest in joining the Outreach Committee, please contact Director Mélon.

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

Kathryn Holmes, Owner's Representative, stated that she and Interim Executive Director Ferbrache met with the FTA Region 6 and BNSF and received a lot of good feedback from both of those groups.

8. Receive Financial Reports and Ratify and Approve Claims

A. Period of May 1, 2023 through May 31, 2023

**RECEIVED, RATIFIED, and APPROVED: Moved by Boggs, seconded by Curry. AYES: Boggs, Thompson, Henry, Mélon, and Curry. NAYS: None.**

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

Interim Executive Director Ferbrache explained that AlphaVu is a market research firm that will help the RTA develop policy as it relates to modes, timing of bringing the modes online, and the general sentiment of the region and to better understand the community the RTA will serve.

Chairperson Henry stated that he had an opportunity to meet with the CEO of AlphaVu and is very comfortable with AlphaVu and what services they provide.

**ADOPTED: Moved by Boggs, seconded by Mélon. AYES: Boggs, Thompson, Henry, Mélon, and Curry. NAYS: None.**

10. Consider a Resolution authorizing the Executive Director, Interim Executive Director, or designee to file an application with the Federal Transit Administration ("FTA"), to become a direct recipient of federal assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, to file annual certifications and assurances, and to execute grants and cooperative agreements with the FTA.

**ADOPTED: Moved by Thompson, seconded by Mélon. AYES: Boggs, Thompson, Henry, Mélon, and Curry. NAYS: None.**

11. Consider approving an Interlocal Cooperative Agreement with the City of Oklahoma City for planning services in and around the Santa Fe Station in Oklahoma City, cost not to exceed \$90,000.

**APPROVED: Moved by Thompson, seconded by Curry. AYES: Boggs, Thompson, Henry, Mélon, and Curry. NAYS: None.**

12. Consider a Resolution waiving consultant selection procedures for RTA 23-002, Financial Planning Consulting Services; and authorizing the Interim Executive Director to negotiate a contract with PFM Financial Advisors LLC.

**ADOPTED: Moved by Thompson, seconded by Mélon. AYES: Boggs, Thompson, Henry, Mélon, and Curry. NAYS: None.**

13. Consider approving Task Order No. 4 for the Professional Services Agreement with Kimley-Horn and Associates, Inc., cost not to exceed \$736,337; and authorizing Notice to Proceed for Task Order 4.

Director Thompson moved to amend the agenda to reflect the same cost as the memo states, \$736,337.

**AMENDED AGENDA: Moved by Thompson, seconded by Mélon. AYES: Boggs, Thompson, Henry, Mélon, and Curry. NAYS: None.**

**APPROVED AS AMENDED: Moved by Thompson, seconded by Curry. AYES: Boggs, Thompson, Henry, Mélon, and Curry. NAYS: None.**

14. Project Update: Alternative Analysis Update – Liz Scanlon, Kimley-Horn

Liz Scanlon, Kimley-Horn, gave a PowerPoint presentation updating the Board on the Alternatives Analysis, Corridor Study for the West and Airport areas, public engagement activities and next steps.

15. Consider a Resolution approving the Locally Preferred Alternatives for the North-South Corridor and the East Corridor.

**ADOPTED: Moved by Thompson, seconded by Mélon. AYES: Boggs, Thompson, Henry, Mélon, and Curry. NAYS: None.**

16. Project Update: Economic Development and Equity Inclusion Project – Liz Scanlon, Kimley-Horn

Liz Scanlon, Kimley-Horn, gave a PowerPoint presentation recapping the East Corridor findings, LPA engagement campaign, North/South Corridor updates, and next steps.

17. Public Comments – Brad Henry, RTA Board Chairperson

None.

18. Enter into Executive Session on advice of the Municipal Counselor to discuss the purchase or appraisal of real property as authorized by 25 O.S (2021 Supp) § 307 (B)(3)

*Enter into Executive Session – 4:23 p.m.*

**ENTER INTO EXECUTIVE SESSION: Moved by Boggs, seconded by Thompson. AYES: Boggs, Thompson, Henry, Mélon, and Curry. NAYS: None.**

*Exit Executive Session – 4:39 p.m.*


19. New Business – Brad Henry, RTA Board Chairperson

None.

20. Adjournment – 4:42 p.m.

**APPROVED** by the Board of Directors and **SIGNED** by the Chairperson of the Regional Transportation Authority of Central Oklahoma, on this **19th** day of **July 2023**.

**ATTEST:**

  
\_\_\_\_\_  
Mary Melon, Secretary



  
\_\_\_\_\_  
Brad Henry, Chairperson

Regional Transportation Authority of Central Oklahoma  
FY2024 Year End Forecast

Presented July 19, 2023  
Prepared by RTA Support Team (unaudited)

OPERATIONS	YTD Actuals	Est. Remaining	Total YE	FY24		
Sources	Jul	Aug-Jun	Forecast	Budget	Variance	Variance %
Local Contributions	\$0	\$2,462,616	\$2,462,616	\$2,462,616	\$0	
Total Operations Revenues	\$0	\$2,462,616	\$2,462,616	\$2,462,616	\$0	0%

Expenditures	YTD Actuals	Est. Remaining	Total YE	FY24		
Contracts and Services	Jul	Aug-Jun	Forecast	Budget	Variance	Variance %
Professional Services - COTPA Administration	\$2,449	\$26,933	\$29,382	\$29,382	\$0	
Professional Services - Holmes & Associates	\$35,539	\$564,461	\$600,000	\$600,000	\$0	
Professional Services - Kimley Horn <sup>(1)</sup>	\$31,431	\$693,207	\$724,638	\$724,638	\$0	
Professional Services - On-Call Engineering Consultant	\$0	\$100,000	\$100,000	\$100,000	\$0	
Transfer to Grant Activity for Local Grant Match <sup>(2)</sup>	\$21,088	\$407,375	\$428,462	\$428,462	\$0	
BNSF Study Fee	\$0	\$500,000	\$500,000	\$500,000	\$0	
Professional Services-Legal	\$0	\$9,000	\$9,000	\$9,000	\$0	
Financial Planning	\$0	\$100,000	\$100,000	\$100,000	\$0	
Independent Financial Audit	\$0	\$9,300	\$9,300	\$9,300	\$0	
Website Hosting Fee	\$125	\$2,375	\$2,500	\$2,500	\$0	
Branding	\$0	\$10,000	\$10,000	\$10,000	\$0	
Conference/Training	\$0	\$7,850	\$7,850	\$7,850	\$0	
Directors & Officer Liability Insurance	\$0	\$3,500	\$3,500	\$3,500	\$0	
Advertising/Public Notice	\$0	\$1,000	\$1,000	\$1,000	\$0	
Printing & Binding	\$123	\$377	\$500	\$500	\$0	
Postage	\$0	\$100	\$100	\$100	\$0	
Mileage	\$0	\$20	\$20	\$20	\$0	
Parking	\$0	\$250	\$250	\$250	\$0	
Travel	\$0	\$20,000	\$20,000	\$20,000	\$0	
Market Research Services	\$0	\$111,000	\$111,000	\$111,000	\$0	
Other Services & Fees	\$0	\$300	\$300	\$300	\$0	
Total Contracts and Services	\$90,755	\$2,567,047	\$2,657,802	\$2,657,802	\$0	0%
Equipment and Supplies						
Office Supplies	\$0	\$320	\$320	\$320	\$0	
Food	\$0	\$1,000	\$1,000	\$1,000	\$0	
Other Supplies	\$0	\$200	\$200	\$200	\$0	
Total Equipment and Supplies	\$0	\$1,520	\$1,520	\$1,520	\$0	0%
Total Operations Expenditures	\$90,755	\$2,568,567	\$2,659,322	\$2,659,322	\$0	0%

(1) This reflects estimated expenses from two invoices carried over from FY23 plus 10 months of projected expenditures for Kimley Horn's Year 4 contract.

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

GRANT ACTIVITY	YTD Actuals	Est. Remaining	Total YE	FY24		
Sources	Jul	Aug-Jun	Forecast	Budget	Variance	Variance %
Federal Grant <sup>(3)</sup>	\$12,606	\$672,932	\$685,538	\$685,538	\$0	
Transfer from Operations for Local Grant Match <sup>(4)</sup>	\$21,088	\$407,375	\$428,462	\$428,462	\$0	
Total Grant Revenues	\$33,694	\$1,080,307	\$1,114,000	\$1,114,000	\$0	0%

Expenditures	YTD Actuals	Est. Remaining	Total YE	FY24		
Contracts and Services	Jul	Aug-Jun	Forecast	Budget	Variance	Variance %
Professional Services - RAISE Grant Consultant Fees	\$54,828	\$1,059,173	\$1,114,000	\$1,114,000	\$0	
Total Grant Expenditures	\$54,828	\$1,059,173	\$1,114,000	\$1,114,000	\$0	0%

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

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

FY24 Beginning Cash Balance	\$922,648
FY24 Ending Cash Balance (Forecast)	\$725,942

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

Period: 6/01/2023 to 6/30/2023					
Date	Vendor	Description	Invoice No.	Cost	Total
7/3/2023	Holmes & Associates LLC	Consultant Fees - Labor	723	\$ 33,005.00	
		Cost Reimbursement RTA	723	\$ 2,534.07	
					\$ 35,539.07
5/31/2023	Kimley-Horn	<u>AA Update</u>			
		Task 1 - Project Management	25115433	\$ 7,670.00	
		Task 2 - Public Engagement	25115433	\$ 15,192.50	
		Task 3 - Prior Studies Assess	25115433	\$ -	
		Task 4 - AA Process	25115433	\$ 6,115.00	
		Task 5 - Station Area/Land Use Analysis	25115433	\$ -	
		Task 6 - Rail Ops Planning	25115433	\$ 1,040.00	
		Task 7 - Travel/Rider Forecast	25115433	\$ 1,130.00	
		Task 8 - FTA Cap Grant	25115433	\$ -	
		NEPA Dpcumentation	25115433	\$ -	
		Expenses	25115433	\$ 283.08	
					\$ 31,430.58
5/31/2023	Kimley-Horn	<u>EDEI Project</u>			
		Project Management	196742000-0523	\$ 11,695.00	
		Project Participation	196742000-0523	\$ 17,840.00	
		Alternatives Analysis	196742000-0523	\$ 25,292.50	
					\$ 54,827.50
6/27/2023	IndaGo Digital, Inc.	Website Hosting - Q3 2023	1800	\$ 125.00	
					\$ 125.00
7/7/2023	COTPA	Admin Services Fee	24-101	\$ 2,449.00	
		Reimbursement for Printing	24-011	\$ 123.40	
					\$ 2,572.40
<b>Total Claims</b>					<b>\$ 124,494.55</b>

APPROVED by the Regional Transportation Authority of Central Oklahoma, and SIGNED by the Treasurer and Chairman on this 19th day of July 2023.

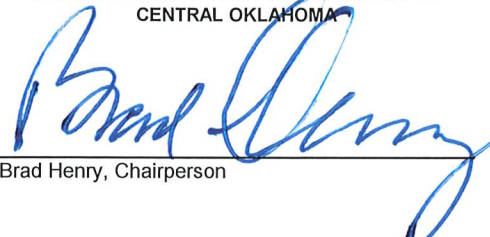
TREASURER:

  
James P. Boggs

ATTEST:

  
Mary Melon, Secretary

REGIONAL TRANSPORTATION AUTHORITY OF  
CENTRAL OKLAHOMA

  
Brad Henry, Chairperson





# HOLMES & ASSOCIATES LLC

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

## Invoice #723

July 3, 2023

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

### Client

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

Date	Billor	Description	Hours/Qty	Rate	Amount
6/01- 6/30/2023	KAH	RTA - TIME: Time billed by K Holmes for the period 6/01/2023 to 6/30/2023	66.50	410.00	\$27,265.00
6/01- 6/30/2023	KAH	RTA - TIME: Travel time billed by K Holmes for the period 6/01/2023 to 6/30/2023	28.00	205.00	\$5,740.00
6/01- 6/30/2023	KAH	RTA - COSTS: Total costs incurred by KAH			\$2,534.07

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

**Invoice Balance Due**

**\$35,539.07**

**Please remit payment electronically to:**

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.  
 Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163  
 Account Number: 2073089159554  
 ABA#: 121000248

**If paying by check, please remit to:**

KIMLEY-HORN AND ASSOCIATES, INC.  
 P.O. BOX 847385  
 LOS ANGELES, CA 90084-7385

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

Invoice No: 25115433  
 Invoice Date: May 31, 2023  
 Invoice Amount: \$31,430.58  
  
 Project No: 197385001.B  
 Project Name: OKC RTA AA NEPA STUDY  
 Project Manager: SCANLON, LIZ  
  
 Client Reference:

Federal Tax Id: 56-0885615  
 For Services Rendered through May 31, 2023

**COST PLUS MAX**

Description	Contract Value	% Billed to Date	Amount Billed to Date	Previous Amount Billed	Current Amount Due
TASK 1: PROJECT MANAGEMENT	138,132.50	100.00%	138,132.50	130,462.50	7,670.00
TASK 2: PUBLIC ENGAGEMENT	156,472.50	100.00%	156,472.50	141,280.00	15,192.50
TASK 4: ALTERNATIVES ANALYSIS - EAST CORRIDOR	262,922.50	100.00%	262,922.50	256,807.50	6,115.00
TASK 5: STATION ARE AND LAND USE ANALYSIS	85,072.50	100.00%	85,072.50	85,072.50	0.00
TASK 6: RAIL OPERATIONS PLANNING - NORTH/SOUTH CORRIDOR	189,632.00	58.60%	111,130.70	110,090.70	1,040.00
TASK 7: TRAVEL DEMAND/RIDERSHIP FORECASTING	217,785.00	73.55%	160,189.70	159,059.70	1,130.00
TASK 8: FTA CAPITAL GRANT AND FINANCIAL PLAN SUPPORT	1,422.00	95.46%	1,357.50	1,357.50	0.00
TASK 9: NEPA DOCUMENTATION	4,423.00	0.00%	0.00	0.00	0.00
KHA EXPENSES	43,200.00	66.59%	28,766.55	28,483.47	283.08
<b>Subtotal</b>	<b>1,099,062.00</b>	<b>85.90%</b>	<b>944,044.45</b>	<b>912,613.87</b>	<b>31,430.58</b>
<b>Total COST PLUS MAX</b>					<b>31,430.58</b>

**Total Invoice: \$31,430.58**

**Please remit payment electronically to:**

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.  
 Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163  
 Account Number: 2073089159554  
 ABA#: 121000248

**If paying by check, please remit to:**

KIMLEY-HORN AND ASSOCIATES, INC.  
 P.O. BOX 913221  
 DENVER, CO 80291-3221

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

Invoice No: 196742000-0523  
 Invoice Date: May 31, 2023  
 Invoice Amount: \$54,827.50

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

Federal Tax Id: 56-0885615  
 For Services Rendered through May 31, 2023

Client Reference:

**COST PLUS MAX**

KHA Ref # 196742000.3-25193773

Description	Contract Value	% Billed to Date	Amount Billed to Date	Previous Amount Billed	Current Amount Due
PROJECT MANAGEMENT	94,048.36	17.01%	16,000.00	4,305.00	11,695.00
PUBLIC PARTICIPATION	113,677.81	19.60%	22,280.00	4,440.00	17,840.00
ALTERNATIVES ANALYSIS	949,434.30	3.90%	37,032.50	11,740.00	25,292.50
<b>Subtotal</b>	<b>1,157,160.47</b>	<b>6.51%</b>	<b>75,312.50</b>	<b>20,485.00</b>	<b>54,827.50</b>
<b>Total COST PLUS MAX</b>					<b>54,827.50</b>

**Total Invoice: \$54,827.50**

**IndaGo Digital, Inc.**

500 S Lynn Riggs #214  
Claremore, OK 74017 US  
+1 9186305255  
andrea@indagodigital.us  
indagodigital.us

**INVOICE**

**BILL TO**  
Michael Scroggins  
Regional Transportation Authority of Central Oklahoma  
2000 S May Ave  
Oklahoma City, OK 73108 USA

**INVOICE** 1800  
**DATE** 06/27/2023  
**TERMS** Net 30  
**DUE DATE** 07/27/2023

DATE	DESCRIPTION	QTY	RATE	AMOUNT
07/01/2023	Website Hosting	Q3 2023 - rtaok.org	1	125.00

BALANCE DUE

**\$125.00**



CENTRAL OKLAHOMA  
TRANSPORTATION & PARKING  
AUTHORITY

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

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

**Invoice #: 2024-101**

Address: 2000 S May Avenue  
Oklahoma City, OK 73108

Invoice Date: 7/7/23

**Invoice For:** Administrative Services

Item #	Description	Qty	Unit Price	Discount	Price
1	Admin Services Fee - June 2023	1	\$2,449.00		\$2,449.00
2	Reimbursement for Printing - June 2023	1	\$123.40		\$123.40
<b>NOTES: RTA PO # 2024-002</b>				Invoice Subtotal	<b>\$2,572.40</b>
				Tax Rate	
				Sales Tax	<b>\$0.00</b>
				Other	
				Deposit Received	
Make all checks payable to EMBARK				<b>TOTAL</b>	<b>\$2,572.40</b>



TO: Chairperson and Board of Directors

FROM: Interim Executive Director

Consider approval of Title VI Program, Disadvantaged Business Enterprise Program, and Equal Employment Opportunity Program.

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

On June 21, 2023, the RTA Board of Directors authorized the Interim Executive Director to file an application with the Federal Transit Administration ("FTA"), to become a direct recipient of federal assistance, to file annual certifications and assurances, and to execute grants and cooperative agreements with the FTA.

As part of the application and qualification process for becoming a direct recipient with the FTA, the RTA will be required to have and maintain three major Civil Rights Programs – Title VI Program, Disadvantaged Business Enterprise (DBE) Program, and Equal Employment Opportunity (EEO) Program.

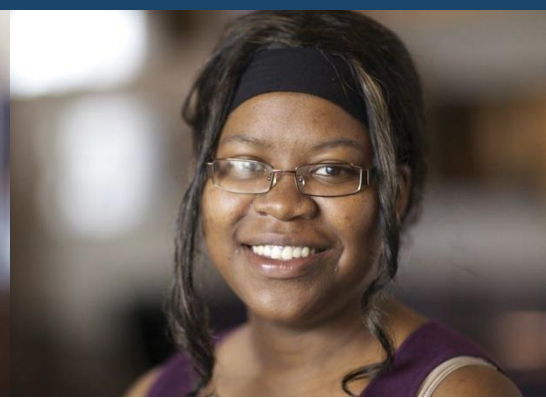
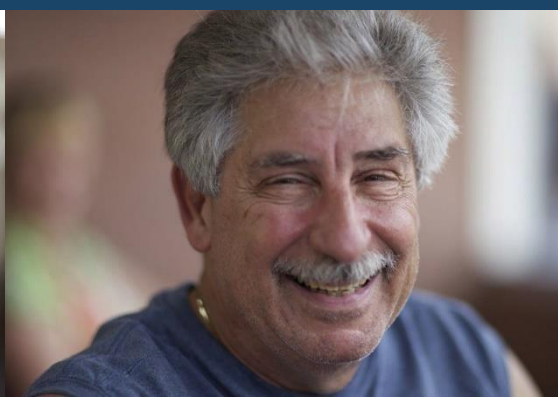
RTA Staff prepared and presented to the RTA Board of Directors draft copies of the Civil Rights Programs at the June 21, 2023, RTA meeting. RTA Staff has now prepared finalized versions of the programs for the Board and is requesting approval to adopt the programs.

**Recommendation:** Title VI Program, Disadvantaged Business Enterprise Program, and Equal Opportunity Programs be approved.

Jason Ferbrache  
Interim Executive Director

Regional  
Transportation  
Authority of Central  
Oklahoma

# Title VI Program



## Table of Contents

Introduction .....	1
Purpose .....	1
Term .....	1
Agency Profile .....	1
Title VI Coordinator .....	2
Submissions and Updates .....	2
Title VI Notice to the Public .....	2
Title VI Notice.....	2
Availability of Notice .....	3
Title VI Complaint Procedures .....	3
Complaint Process.....	3
Investigation Procedures.....	3
Title VI Complaints, Lawsuits, and Investigations against RTA.....	4
Public Participation Plan .....	4
Limited English Proficiency Plan .....	5
Minority Representation on Planning and Advisory Bodies .....	5
Subrecipient Compliance .....	5
Providing Assistance to Subrecipients .....	5
Obligations .....	5
Monitoring Subrecipients .....	6
Facility Analysis .....	6

## Attachments

Attachment A - RTA Organizational Chart  
Attachment B - Title VI Complaint Form  
Attachment C - Public Engagement Plan (PEP)  
Attachment D – Limited English Proficiency Plan



# Introduction

## Purpose

This document contains information regarding the Title VI Program administered by the Regional Transportation Authority of Central Oklahoma (RTA). This program is intended to:

- Ensure that the level and quality of public transportation service is provided in a non-discriminatory manner;
- Promote full and fair participation in public transportation decision-making without regard to race, color, or national origin;
- Ensure meaningful access to transit-related programs and activities by persons with limited English proficiency; and
- Ensure compliance with Title VI of the 1964 Civil Rights Act.

Section 601 of the Title VI of the Civil Rights Act of 1964 states:

*No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.*

## Term

This RTA Title VI Program is effective for three years, starting \_\_\_\_\_, and terminating \_\_\_\_\_.

## Agency Profile

The Regional Transportation Authority of Central Oklahoma (RTA) is a public trust created pursuant to Title 60 O.S. § 176 et seq., as authorized by Title 68 OS §1370.7, for the purpose of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the RTA. The RTA was established in 2019. The Cities of Oklahoma City, Edmond, and Norman (Member Cities) are the beneficiaries of the RTA.

The RTA is governed by a Board of Directors, a seven-member group that directs the activities and initiatives of the RTA. To assure regional representation, each Member City appoints two directors, except for Oklahoma City, which, based on population and taxation, appoints three. The Chairman of the RTA is elected from among the appointed members.

The RTA is currently supported by an Interim Executive Director who oversees administrative services, and an Owner's Representative who supervises and directs consultants providing services to the RTA. See Attachment A for the RTA organizational chart.

The RTA currently has multiple alignments under study and anticipates the RTA Board will adopt one or more locally preferred alternatives to provide commuter, light rail, and/or BRT services in the Central Oklahoma Region. The RTA anticipates receiving voter approval for a stable and reliable source of local funds in the next 2-3 years and is initiating the New Recipient Process at this time in anticipation of

advancing the eligibility of the RTA to become a direct recipient of FTA program funds. Significant planning and milestones must be achieved before the RTA begins providing transportation services.

## Title VI Coordinator

The RTA has a Title VI Coordinator who is responsible for implementing, monitoring, and administering the RTAs Title VI Program and ensuring compliance with Title VI of the Civil Rights Act of 1964. The RTAs Title VI Coordinator may be contacted at:

RTA  
Attn: Title VI Coordinator  
2000 S. May Ave.  
Oklahoma City, OK 73108  
(405) 297-1331  
[info@rtaok.org](mailto:info@rtaok.org)

## Submissions and Updates

The FTA requires that the RTA document its compliance with DOT's Title VI regulations by submitting a Title VI Program to its FTA regional civil rights officer once every three years or as otherwise directed by FTA. Updated programs must be submitted no fewer than sixty (60) calendar days prior to the date of expiration of the Title VI Program.

## Title VI Notice to the Public

### Title VI Notice

#### **Notifying the Public of Rights Under Title VI Regional Transportation Authority of Central Oklahoma**

The Regional Transportation Authority of Central Oklahoma (RTA) operates its programs and services without regard to race, color, and national origin in accordance with the and the Title VI of the Civil Rights Act. Any person who believes that he or she has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the RTA. Title VI complaints must be filed within 180 days of the alleged discriminatory event or practice. Complaints must be filed using the RTAs Title VI Complaint Form and submitted electronically to [jason.ferbrache@okc.gov](mailto:jason.ferbrache@okc.gov) or mailed to:

RTA  
Attn: Title VI Coordinator  
2000 S. May Ave.  
Oklahoma City, OK 73108

Title VI information and the RTAs Title VI Complaint Form can be located at [www.RTAok.org](http://www.RTAok.org) or by contacting (405) 235-7433.

If information is needed in another language, contact (405) 235-7433.

## Availability of Notice

The RTA displays its Title VI Notice on its website ([www.RTAok.org](http://www.RTAok.org)) and in public areas of the RTAs facilities and offices, specifically the RTAs public meeting location at 431 W Main St, Suite B, Oklahoma City, OK 73108.

## Title VI Complaint Procedures

### Complaint Process

The RTA will process complaints from any person who believes that he or she has been aggrieved by any unlawful discriminatory practice under Title VI that are filed within 180 days of the alleged incident. For purposes of this Program, the day of the alleged incident is (i) the date of alleged discriminatory act, or (ii) where there has been a continuing course of discriminatory conduct, the date on which the discriminatory conduct was discovered.

Complaints will be filed using the RTAs Title VI Complaint Form. The form may be found on the RTAs website ([www.RTAok.org](http://www.RTAok.org)) and in Attachment B herein. Complaints will set forth as fully as possible the facts and circumstances surrounding the claimed discrimination.

Complaints must be submitted electronically to the RTAs Title VI Coordinator at [info@rtaok.org](mailto:info@rtaok.org) or mailed to:

RTA  
Attn: Title VI Coordinator  
2000 S. May Ave.  
Oklahoma City, OK 73108

A person may also file a complaint directly with the FTA, at: FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.

For more information on the RTAs complaint process and complaint form, see the RTAs website at [www.RTAok.org](http://www.RTAok.org) or contact (405) 235-7433.

If information is needed in another language, contact (405) 235-7433.

### Investigation Procedures

Upon receipt of Title VI complaints, the RTA Title VI Coordinator will review and determine the basis of the complaint, whether the RTA has proper jurisdiction, and who should conduct the investigation. Within ten (10) business days of receipt, the Title VI Coordinator will provide the complainant with a written acknowledgment that the RTA received the complaint and whether the RTA will investigate the complaint.

The RTA has ninety (90) days to investigate complaints. If more information is needed to resolve the case, the RTA may contact the complainant. The complainant has ten (10) business days from the date of the letter to send the requested information to the investigator. If the investigator is not contacted by

the complainant or does not receive the additional information within ten (10) business days, the RTA may administratively close the case. A case may also be administratively closed if the complainant no longer wishes to pursue their case.

After the RTA investigates the complaint, the Title VI Coordinator will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. A LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member, or other action will occur. A complainant may appeal a decision by the RTA within twenty (20) calendar days of receipt of the closure letter or LOF. Notice of appeal shall be requested in writing and submitted electronically to the RTAs Title VI Coordinator at [info@rtaok.org](mailto:info@rtaok.org) or mailed to:

RTA  
Attn: Title VI Coordinator  
2000 S. May Ave.  
Oklahoma City, OK 73108

## Title VI Complaints, Lawsuits, and Investigations against RTA

The RTA maintains a log of all Title VI complaints, lawsuits, and investigations. The RTA has not had any complaints, lawsuits, or investigations since its formation in 2019.

	Date	Summary	Status	Action Taken
Investigations				
NA	NA	NA	NA	NA
Lawsuits				
NA	NA	NA	NA	NA
Complaints				
NA	NA	NA	NA	NA

## Public Participation Plan

The RTA is committed to public involvement and public participation. The RTA has a Public Engagement Plan (PEP) to guide its efforts to proactively initiate public involvement processes. The PEP endeavors to offer meaningful opportunities for the public, including low-income, minority, and limited English proficient populations, to be involved in the identification of social, economic, and environmental impacts of proposed transportation decisions. The RTA takes pride in its work to maintain a collaborative relationship with the community and its stakeholders.

The RTAs PEP can be found in Attachment C herein, or on the RTAs website at [www.RTAok.org](http://www.RTAok.org).

## Limited English Proficiency Plan

The RTA will ensure meaningful access to benefits, services, information, and other important portions of its programs and activities for individuals who are limited-English proficient (LEP).

The RTAs LEP Plan can be found in Attachment D herein, or on the RTAs website at [www.RTAok.org](http://www.RTAok.org).

## Minority Representation on Planning and Advisory Bodies

The RTA shall not deny a person the opportunity to participate as a member of a planning, advisory, or similar body which is integral part of the RTA on the basis of race, color, or national origin. § 49 CFR 21.5.

The RTA Directors are appointed by the governing bodies of the Member Cities. Minority representation in the RTA Board of Directors is as follows:

	RTA Board	Non-Minority	Minority
Directors	7	7	0
Percent	100%		

The RTA currently has \_\_ committees which are selected by.... Minority representation in those committees is as follows:

[insert committee table]

The RTA encourages Member Cities to consider Board of Director candidates from diverse backgrounds that have an interest in transit and mobility issues.

## Subrecipient Compliance

### Providing Assistance to Subrecipients

The RTA will provide necessary and appropriate assistance to its subrecipients to ensure compliance with 49 CFR Part 21.

### Obligations

The RTA is required to keep such records and submit to the DOT timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the DOT may determine to be necessary to be able to ascertain whether the recipient has complied or is complying with 49 CFR Part 21.

When the RTA extends federal financial assistance to any other recipient, such other recipient shall also submit such compliance reports to the RTA as may be necessary to enable the RTA to carry out its obligations under 49 CFR Part 21.

## Monitoring Subrecipients

The RTA monitors its subrecipients for compliance with 49 CFR Part 21. In order to ensure compliance, the RTA will:

- Require subrecipients to complete certain forms and provide certain information as a condition of receiving federal funds;
- Review subrecipient records and information for compliance; and
- Collect Title VI Programs from subrecipients and review programs for compliance.

## Facility Analysis

In determining the site or location of “facilities,” the RTA will not make selections with the purpose or effect of excluding persons from, denying them the benefits of, or subjecting them to discrimination under any program to which 49 CFR Part 21 applies, on the grounds of race, color, or national origin, or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Civil Rights Act of 1964.

For purposes of this requirement, “facilities” does not include bus shelters, nor does it include transit stations, power substations, etc., as those are evaluated during project development and the NEPA process. “Facilities” included in this provision include, but are not limited to, storage facilities, maintenance facilities, operations centers, etc.

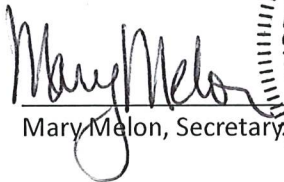
The RTA will complete a Title VI equity analysis during the planning stage with regard to where a project is located or sited to ensure the location is selected without regard to race, color, or national origin. The RTA will engage in outreach to persons potentially impacted by the siting of facilities. The Title VI equity analysis will compare the equity impacts of various siting alternatives, and the analysis must occur before the selection of the preferred site.

When evaluating locations of facilities, the RTA should give attention to other facilities with similar impacts in the area to determine if any cumulative adverse impacts might result. Analysis should be done at the Census tract or block group where appropriate to ensure that proper perspective is given to localized impacts.

If the RTA determines that the location of the project will result in a disparate impact on the basis of race, color, or national origin, the recipient may only locate the project in that location if there is a substantial legitimate justification for locating the project there, and where there are no alternative locations that would have a less disparate impact on the basis of race, color, or national origin.

APPROVED by the Directors of the Regional Transportation Authority of Central Oklahoma and signed by the Chairperson on this 19th day of July, 2023.

ATTEST:

  
Mary Melon, Secretary



Regional Transportation Authority  
of Central Oklahoma

  
Brad Henry, Chairperson

Reviewed for form and legality.

  
Josh Minner,  
Assistant Municipal Counselor

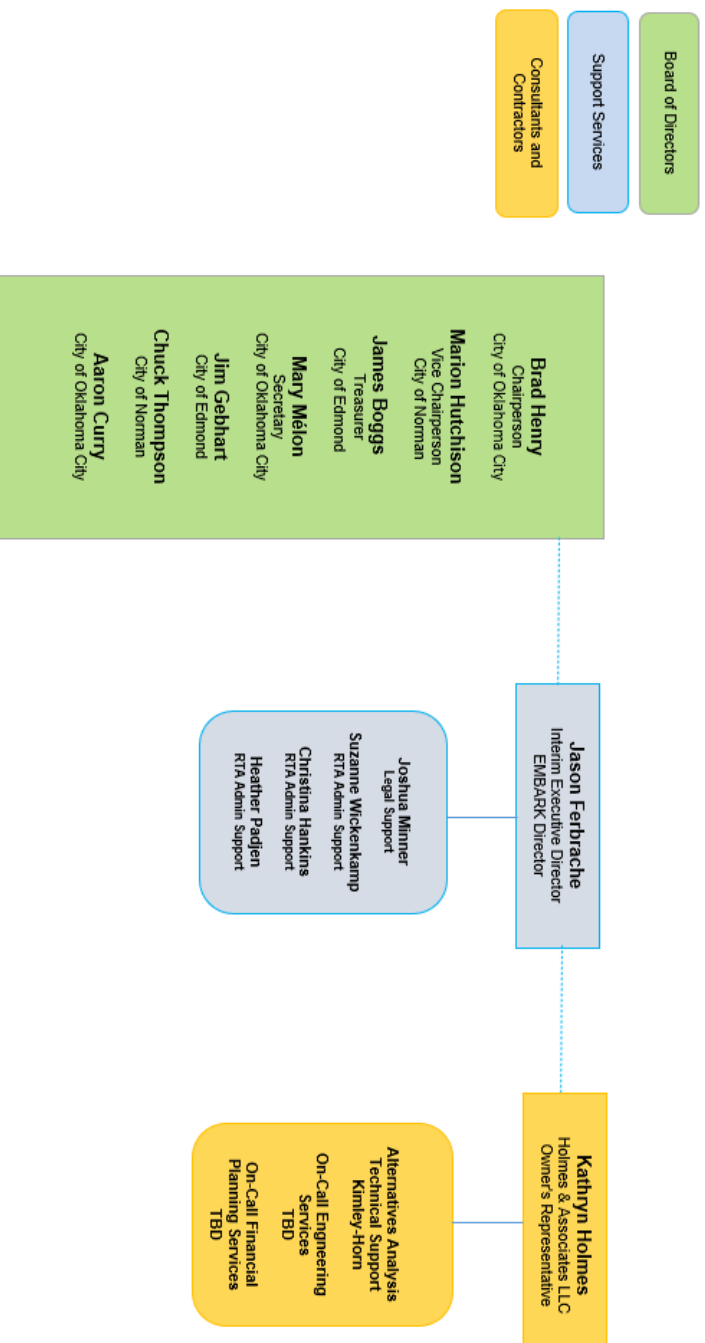
## Attachment A - RTA Organizational Chart





**Organization Chart**  
Updated April 26, 2023

Updated April 26, 2023



## Attachment B - Title VI Complaint Form

The Regional Transportation Authority of Central Oklahoma (RTA)

## ADA / Title VI Complaint Form

Title VI of the Civil Rights Act of 1964 requires that "No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

The RTA operates its programs and services in compliance with the Americans with Disabilities Act and Federal Transit Administration guidelines for the provision of services to individuals with disabilities.

All complaints must be in writing and signed by the complainant or his/her representative before action can be taken. Complaints shall state, as fully as possible, the facts and circumstances surrounding the alleged discrimination. The RTA will provide a written acknowledgment of the complaint within ten (10) working days.

The completed form should be sent to: RTA: ADA / Title VI 2000 S. May Ave. Oklahoma City, OK 73108

### Complainant Contact Information (Person discriminated against)

Name	AM Phone	PM Phone
Mailing Address		
City	State	Zip Code
		E-Mail

### Person Discriminated Against (If other than complainant)

Name	AM Phone	PM Phone
Mailing Address		
City	State	Zip Code
		E-Mail

### Incident Details

What was the discrimination based on? (Check all that apply)

☐ Race

☐ Color

☐ Low Income

☐ Disability

☐ National Origin

☐ Gender

☐ Limited English Proficiency

Date of incident resulting in discrimination

Time of Incident

Where did the incident take place? Please provide specific details (i.e. location, bus number, driver's name, etc.)

What RTA representative(s) are the person alleging were involved?

Describe how you were discriminated against. Who was responsible and what happened?

**Witness 1** Please provide their contact information.

Name	AM Phone	PM Phone
Mailing Address		
City	State	Zip Code
		E-Mail

**Witness 2** Please provide their contact information.

Name	AM Phone	PM Phone
Mailing Address		
City	State	Zip Code
		E-Mail

Did you file this complaint with another federal, state, or local agency or court?

☐ Yes ☐ No

If yes, check the agency the complaint was filed with and provide agency contact information:

☐ Federal Agency ☐ Federal Court ☐ State Agency ☐ State Court

☐ Other  Date Filed:

**Agency Contact Information**

<b>Agency Name</b>	<b>Contact Person</b>	<b>Phone</b>	
<b>Mailing Address</b>			
<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>E-Mail</b>

Sign the complaint in the space below. Attach any documents you believe support your complaint.

Complainant's Signature: \_\_\_\_\_ Signature Date: \_\_\_\_\_

## Attachment C - Public Engagement Plan

Regional Transportation Authority of Central Oklahoma

## PUBLIC ENGAGEMENT PLAN

2023



# PUBLIC ENGAGEMENT PLAN

## Introduction

The Public Engagement Plan (PEP) is a guide for the Regional Transportation Authority of Central Oklahoma (RTA) to proactively initiate public involvement processes. The purpose of this PEP is to promote the use of effective methods to inform and provide meaningful opportunities for input by all members of the public on transportation decisions, as required by Title VI of the Civil Rights Act of 1964, and its implementing regulations.

This plan is a living document which will evolve to help the RTA deepen and sustain its work to engage all stakeholders in the regional transportation district. The plan allows the opportunity for the public to be involved in all phases of the public comment process by providing complete information, timely public notice, the opportunity for making a comment, and full access to crucial decisions. All comments are ultimately shared with the Board of Directors for consideration before decision making.

## Definition of Public Engagement

Public engagement is the process through which stakeholders' concerns, desires, and values are incorporated into the decision-making process related to services provided by the RTA. Distinct from those processes carried out by staff or elected officials that result in administrative decisions, public engagement refers to methods that enable stakeholders to affect and/or influence a decision-making process directly.

Primarily consisting of the public, stakeholders can include a broad range of individuals and interests such as:

- Transit customers
- Individuals or groups affected by a transportation project or action
- Individuals or groups that believe they are affected by a transportation project or action
- Traditionally under-served and under-represented communities
- Residents of affected geographic areas
- Government agencies
- Community-based organizations (CBOs)
- Non-governmental organizations (NGOs)

Public engagement is often described as a continuum with many possible combinations of activities that include methods related to informing, listening to, and engaging stakeholders. These activities typically culminate in the development of agreements or expectations related to decision outcomes.

## Regulations

The RTA functions under a wide variety of federal, state, and local requirements. The list below provides a non-exclusive overview of the basic laws, regulations, and regional policies the RTA operates within.

## Federal Requirements:

- Americans with Disabilities Act of 1990
- Title VI of the Civil Rights Act of 1964
- Executive Order 13166 - Improving Access to Services for Persons with Limited English Proficiency
- Executive Order 12898 - Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- National Environmental Policy Act (NEPA)

## State of Oklahoma Requirements:

- Open Meetings Act
- Open Records Act

## Values and Objectives

The PEP endeavors to offer meaningful opportunities for the public, including low income, minority, and limited English proficient populations, to be involved in the identification of social, economic, and environmental impacts of proposed transportation decisions by the RTA.

### Values

The RTA is guided by the following values while implementing the PEP:

- *Equity* - The RTA will provide broad access and the opportunity to collaborate and receive information while keeping potential barriers to participation incorporated in the process;
- *Diversity* - Participants represent a range of social, economic, ethnic, and cultural perspectives, with representative participants including residents from low- income neighborhoods, ethnic communities, and residents with limited English proficiency (LEP), and other traditionally underserved people;
- *Efficiency* - Recognizing limited resources, the RTA will engage in methods proven to reach a large number of people in a meaningful way;
- *Transparency* - The RTA will provide timely information and updates to the public and stakeholders;
- *Meaningful* - Engagement methods used to gather feedback will be helpful to informing plans, projects, programs, strategies, and decisions; and
- *Continuous Dialogue* - The RTA will provide information regularly to the public and stakeholders while continuously offering availability for collaboration and comment.

### Objectives

While implementing the RTAs values, engagement methods will:

- Ensure continuous opportunity for regional buy-in and engagement;
- Generate and maintain excitement for regional transit;

- Ask meaningful questions of the public and stakeholders that result in realistic and achievable strategies and actions;
- Ensure opportunity for community and stakeholder buy-in at each key stage; and
- Provide timely notification of engagement and commenting opportunities.

## Key Groups

### RTA Board of Directors

The RTA is governed by a Board of Directors, a seven-member group that directs the activities and initiatives of the RTA. To assure regional representation, each member city appoints two directors, except for Oklahoma City, which, based on population and taxation, appoints three. The Chairman of the RTA is elected from among the appointed members.

The Board defines the organization's mission, establishes goals and expectations, and approves the budget to accomplish the goals. The Board of Directors meets on the third Wednesday of each month at 431 W Main Suite B, in Oklahoma City. Board meetings allow for communication among the directors, administrator, staff, and residents of the transportation district.

### Member Cities

The RTA is an Oklahoma public trust. The beneficiaries of the RTA are the Cities of Oklahoma City, Edmond, and Norman. The RTA communicates with technical teams from each Member City to gain local context and to collaborate on components of technical analysis and work. Technical Working Groups serve not only for communication purposes, but also data gathering and check-in purposes to ensure continued Member City input and buy-in on progress within their jurisdiction.

### Stakeholders

Stakeholders are individuals and groups who have specific and relevant perspectives essential to the success of the RTA. Stakeholders include individuals and groups such as major destinations or employers, students, landowners, developers, non-profits, related interest clubs (ex. biking, transportation, etc.), and partner agencies (ex. EMBARK, ODOT, ACOG, etc.).

### General Public

The general public represents the majority of people who will be engaged by the RTA—the residents, employees, and stakeholders within each of the Member Cities, as well as those who may utilize the potential transit to travel to and through the Member Cities. Ensuring that everyone has access to participate in the RTAs projects, including those with Limited English Proficiency (LEP) and limited economic means, is important to the success of the RTA. End users of the potential transit system are included in this key group.

## Public Engagement Methods

### RTA Website

RTA maintains a comprehensive website at [www.RTAok.org](http://www.RTAok.org). This site is updated regularly and houses information pertinent to projects, plans, and outreach efforts. The site also includes a Title VI page aimed at educating the public about RTA's Title VI programs. Additionally, public notices of all RTA public meetings, public hearings, community meetings, open houses, workshops, and public comment periods are posted on this site. Some programs and projects may have dedicated landing pages (or micro-sites) that include information about upcoming meetings, fact sheets, and projects and plans.

### Project Website

Information about projects under study by the RTA may be found at [www.RTAMoves.com](http://www.RTAMoves.com). Project information includes:

- Project description
- Current engagements for collaboration
- Upcoming and past events
- Project timeline
- Comment/question form
- Document library containing any engagement recaps or documents useful to a project
- Project contacts
- Social media links

### Social Media

The RTA's Facebook and Twitter accounts will be used to guide Key Groups strategically to the engagements and information on [www.RTAMoves.com](http://www.RTAMoves.com) during each Engagement Campaign. The RTA advertises engagement activities, upcoming events, and project milestones, as well as responds to any Facebook Messages. Social media has a broad reach and will contribute to RTA awareness and activities.

### You Tube

The RTA's official YouTube channel houses all videos or recorded past events or meetings. The RTA utilizes this platform to provide transparency to the public with documentation of all past meetings and engagements. Videos posted can include monthly RTA Board Meetings, town halls (virtual or in person), meetings in Member Cities, and more. The YouTube video links are shared on project updates, meetings, and RTA's social media platforms.

### Email Updates

The RTA has merged subscriber lists between [www.RTAOK.org](http://www.RTAOK.org) and [www.RTAMoves.com](http://www.RTAMoves.com) so that anyone who subscribes for updates on either site can receive email updates. Email updates will be sent out to subscribers about current or scheduled engagement activities for collaboration or new information that is posted for review and comment.

## Proactive Press and Notifications

Press releases are prepared at the beginning of new engagement campaigns that will detail current engagements available on [www.RTAMoves.com](http://www.RTAMoves.com) for collaboration or new information that is posted for review and comment. The RTA distributes press releases to Member City media outlets and posts them on the RTA's Facebook and Twitter, as well as on its website.

## Public Comments

There are multiple ways that individuals can provide verbal or written comments about any subject to the RTA. Comment cards are supplied at all community meetings, open houses, workshops, public hearings, and public meetings. The RTA website has multiple mechanisms to receive comments including a comment form, an email button that automatically begins an email to the RTA, comment forms on project pages, mailing address, and a customer service phone number where staff can take comments over the phone.

## Surveys

The RTA may conduct surveys in print, by phone, in-person, and or online to collect public opinion on specific topics or issues. Depending on the data being collected, the RTA considers the methodologies that provide statistically valid data when possible. Surveys are available in English and Spanish, to increase the response rate from low income, minority, and LEP populations.

## Conclusion

The RTA understands the importance of reaching under-represented populations, both as part of its commitment to being a valued community partner and in recognition of the significant proportion of its customer base which is included in these populations.

It is necessary to establish procedures that allow for, encourage, solicit, and monitor participation of all stakeholders in the RTA transportation district area to ensure proactive public involvement in the planning process. The goal of this PEP is to have significant and ongoing public involvement, by all identified audiences, in the public participation process for RTA outreach efforts.

## Attachment D – Limited English Proficiency Plan

Regional Transportation Authority of Central Oklahoma

## LIMITED ENGLISH PROFICIENCY PLAN

2023

# Limited English Proficiency Plan

## Introduction

### The Need for an LEP Plan

Individuals with a limited ability to read, write, speak, or understand English are considered Limited English Proficient or “LEP.” This language barrier may prevent individuals from accessing public services and benefits, including public transit services.

The RTA’s LEP Plan is a critical component in meeting the transit needs of the diverse communities comprising its regional transportation district. Providing language assistance in a competent and effective manner will help ensure that the RTA’s services and communications are safe, reliable, convenient, and accessible to LEP persons in the community.

### Federal Requirements

Title VI of the Civil Rights Act of 1964 and Executive Order 13166, signed on August 11, 2000, are the federal legislation necessitating LEP plans from public agencies receiving federal funds.

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and its implementing regulations provide that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that receives federal financial assistance. The U.S. Supreme Court has ruled that LEP is a component of the protected class of national origin.

Executive Order 13166, “Improving Access to Services with Limited English Proficiency,” requires Federal agencies to examine the services they provide, identify any need for services to those with LEP, and develop and implement a system to provide those services so LEP persons can have meaningful access to them. Executive Order 13166 also requires that the federal agencies work to ensure that recipients of federal financial assistance provide meaningful access to their LEP applicants and beneficiaries. The Executive Order applies to all federal agencies and all programs and operations of entities that receive funding from the federal government—including state agencies, local agencies and governments, private and non-profit entities, and sub-recipients, such as public transit agencies.

The U.S. Department of Transportation (DOT) published revised LEP guidance for its recipients on December 14, 2005. The Federal Transit Authority (FTA) references the DOT LEP guidance in its Circular 4702.1A, “Title VI and Title VI-Dependent Guidelines for FTA Recipients,” which was published on April 13, 2007. This Circular reiterates the requirement to take responsible steps to ensure meaningful access to benefits, services, and information for LEP persons and suggests that FTA recipients and sub-recipients develop a language implementation plan consistent with the provisions of Section VII of the DOT LEP guidance.



## RTA LEP Plan

The Regional Transportation Authority of Central Oklahoma (RTA) has developed this Limited English Proficiency Plan to assist in identifying reasonable steps for providing language assistance to persons with limited English proficiency (LEP) who wish to access RTA services. As defined in Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write, or understand English. This Plan outlines:

- How to identify a person who may need language assistance;
- The ways in which assistance may be provided;
- Staff training that may be required to provide this assistance; and
- How to notify LEP persons that assistance is available.

### The “Four Factor Analysis”

Recipients of federal funds are required to take reasonable steps to ensure meaningful access to LEP persons to the programs and activities initiated by the recipient. According to Executive Order 13166, LEP Persons are defined as those who have limited ability to read, speak, write, or understand English. The RTA used the DOT guidance related to the “four factors” that recipients are to consider when assessing language needs and determining appropriate steps to ensure meaningful access for the LEP community. By conducting the “Four Factor Analysis,” the RTA is better positioned to implement a cost-effective and appropriate mix of proactive language assistance measures and to respond to requests for LEP assistance from constituents.

The four (4) factors are:

- The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee;
- The frequency with which LEP individuals come in contact with the program;
- The nature and importance of the program, activity, or service provided by the recipient to the LEP Community; and
- The resources available to the recipient and the overall cost.

Size of Language Group	Recommended Provision of Written Language Assistance
1,000 or more in the eligible population in the market area or among current beneficiaries	Translated vital documents
More than 5% of the eligible population or beneficiaries and more than 50 in number	Translated vital documents
More than 5% of the eligible population or beneficiaries and 50 or less in number	Translated written notice of right to receive free oral interpretation of documents
5% or less of the eligible population or beneficiaries and less than 1,000 in number	No written translation is required

Table 1: LEP Provision of Written Language Assistance Requirements

*Factor 1: The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee*

To identify the number of LEP persons in the RTA service area, the RTA utilized the US Census Bureau American Community Survey 2017-2021 5-year estimates of language spoken at home. The LEP population was determined by the RTA Service Area which is currently defined by the member cities of the RTA, including Oklahoma City, Edmond, and Norman (see Figure 1). Table 2, shown below, highlights the number and percentage of LEP people based off their language spoken at home based on the Census results.

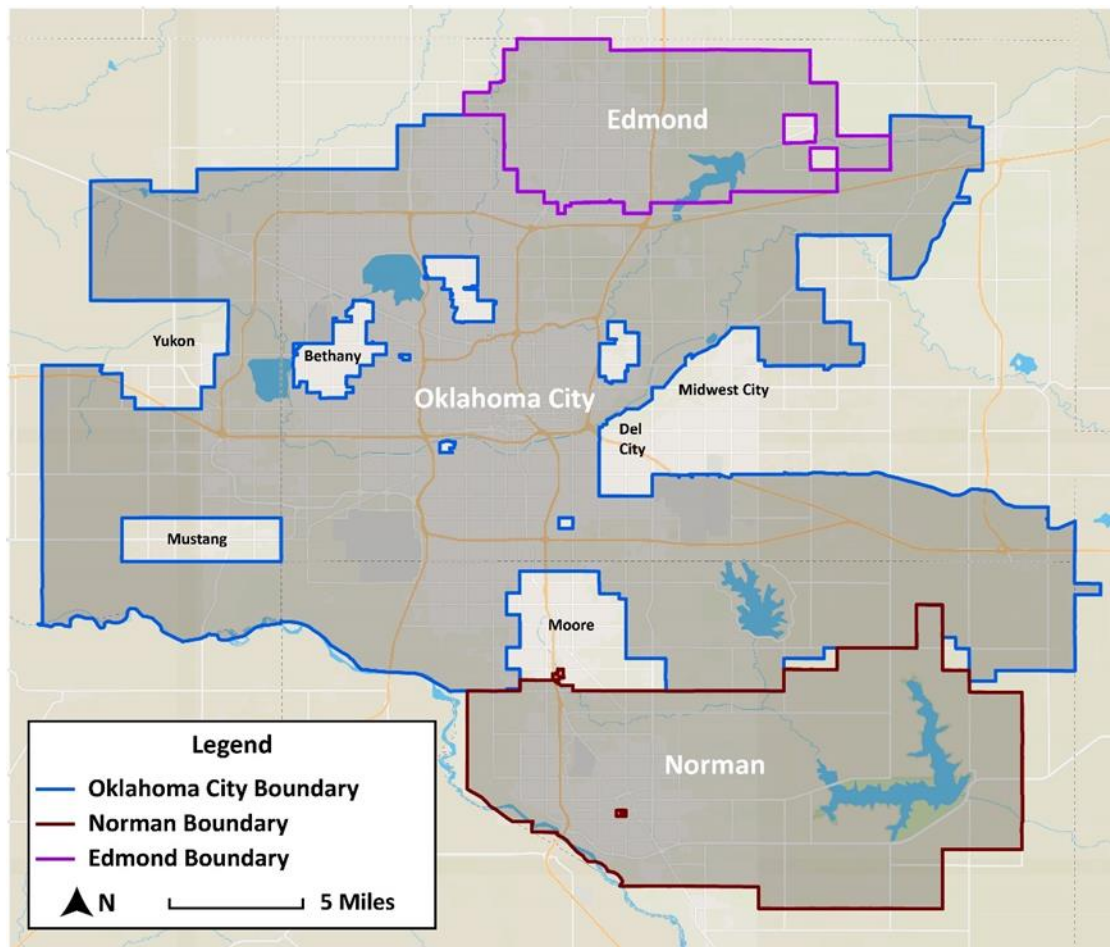


Figure 1: RTA Service Area

The LEP population makes up 6.7% of the RTA Service Area population. Results from this analysis shows that Spanish encompasses the largest group of LEP Persons (5% of LEP Persons), Vietnamese is the second largest group (0.6% of LEP Persons), and Other Asian and Pacific Island Languages is the third largest (0.3% of LEP Persons). These languages, along with Chinese (including Mandarin, Cantonese) and Other and unspecified languages, meet the thresholds found in Table 1 for the translation of vital documents. Table 2 highlights the total population of the service area, the number of people who speak English less than “very well”, and the percent LEP persons in the population. The populations that meet the thresholds for the translation of vital documents are highlighted in Table 2.

LEP Assessment, Language Spoken at Home by Ability to Speak English for the Population 5 Years and Over, Oklahoma City, Edmond, and Moore, Oklahoma, ACS 2017-2021				
Language Spoken at Home	Total Population	Percent of Population	Total Speak English less than "very well"	Percent LEP Persons
<b>Total</b>	773,392			
<b>Speak only English</b>	636,924	82.4%		
<b>Spanish</b>	98,466	12.7%	38,433	5.0%
<b>Vietnamese</b>	8,436	1.1%	4,875	0.6%
<b>Other Asian and Pacific Island languages</b>	5,850	0.8%	2,208	0.3%
<b>Chinese (incl. Mandarin, Cantonese)</b>	4,402	0.6%	1,995	0.3%
<b>Other and unspecified languages</b>	4,721	0.6%	1,123	0.1%
<b>Other Indo-European languages</b>	5,907	0.8%	929	0.1%
<b>Korean</b>	1,450	0.2%	624	0.1%
<b>French, Haitian, or Cajun</b>	1,915	0.2%	410	0.1%
<b>Arabic</b>	1,323	0.2%	345	<0.1%
<b>German or other West Germanic languages</b>	1,664	0.2%	342	<0.1%
<b>Russian, Polish, or other Slavic languages</b>	1,685	0.2%	321	<0.1%
<b>Tagalog (incl. Filipino)</b>	649	0.1%	226	<0.1%

Table 2: LEP Assessment

*Factor 2: The frequency with which LEP individuals come in contact with the program*

To conduct Factor 2, the RTA relied on an audit of the engagement events completed since January 2021. Since the RTA is still new as an agency and not actively providing any transit services, contact with LEP Persons are taking place at engagement events virtually and in-person. RTA has provided Spanish translation at in-person and virtual events and provides translation of printed materials upon request. Due to a lack of data regarding contact with LEP persons, the RTA will develop a methodology to collect and report this data on a regular basis.

*Factor 3: The nature and importance of the program, activity, or service provided by the recipient to the LEP Community*

The RTA is currently evaluating the translation services that will be provided to the public. Based upon the LEP populations identified within the RTA service area, there will be additional training for RTA staff

to understand how to best engage and assist LEP persons. Currently, the RTA has engaged with LEP persons at engagement events, provided translation services for Spanish speakers, and provided the translation of documents.

#### *Factor 4: The resources available to the recipient and the overall cost*

The RTA's annual budget has provided funding for translation services during each public engagement campaign. As the RTA continues to plan and design future transit services, engaging the public and providing translation services will remain a high priority. In the past fiscal year (July 2022-June 2023), the RTA has allocated approximately \$4,000 to written and spoken translation services. The RTA remains committed to implementing the staff training, outlined below, to work with LEP populations, be inclusive of all cultures, and work with non-English speaking customers.

### Language Assistance

A person who does not speak English as their primary language and who has a limited ability to read, write, speak, or understand English may be a limited English proficient person and may be entitled to language assistance with respect to RTA programs and activities. Language assistance can include interpretation, which means oral or spoken transfer of a message from one language into another language or translation, which means the written transfer of a message from one language into another language.

The RTA will determine when interpretation or translation are needed and are reasonable. RTA staff may identify an LEP person who needs language assistance by:

- Examining records to see if requests for language assistance have been received in the past, either at meetings or over the phone, to determine whether language assistance might be needed in the future;
- Having Language Identification ("I Speak") Flashcards available at the customer service desk and easily accessible to operators, supervisors, dispatchers, and schedulers as needed; and/or
- Periodically interviewing operators, dispatchers, schedulers and other front-line staff on their experience concerning any contacts with LEP persons during the previous year.

### Language Assistance Measures

There are several language assistance measures available to LEP persons, including both oral and written language services. There are also various ways in which RTA staff may respond to LEP persons, whether in person, by telephone, or in writing, to include, but not limited to, the following:

- The RTA will provide an interpreter to an LEP person if they request language assistance or it is evident that such assistance is needed.
- If an LEP person asks for language assistance and the RTA determines that language assistance is necessary to provide meaningful access, reasonable efforts will be made to provide free language assistance.
- When an interpreter is needed, in person or on the telephone, staff will attempt to determine what language is required and then make available interpretation services for the LEP person.
- Bilingual RTA staff will provide language services to LEP persons upon request and if available. RTA will take reasonable steps to ensure that staff provides interpretative services at a level of

fluency, comprehension, and confidentiality appropriate to the specific nature, type, and purpose of information at issue.

- An LEP person may use an informal interpreter of their choosing and at their own expense, either in place of or as a supplement to the language assistance offered by RTA. Informal interpreters may include family members, friends, legal guardians, service representatives, or advocates of the LEP person.
- The RTA will periodically assess customer needs for language assistance based on requests for interpreters and/or translation, as well as the literacy skills of the clients.

## LEP Assessment

### Staff Training

The following training will be provided to RTA staff:

- Information on the Title VI Policy and LEP responsibilities.
- Description of language assistance services offered to the public.
- Use of the Language Identification (“I Speak”) Flashcards.
- Documentation of language assistance requests.
- How to handle a potential Title VI / LEP complaint.

All contractors or subcontractors performing work for RTA will be required to follow the Title VI/LEP guidelines.

### Translation of Documents

The RTA currently offers the following translation services:

- When the RTA prepares a document or schedules a meeting for which the target audience is expected to include LEP individuals, then documents, meeting notices, flyers, and agendas will be printed in alternative language based on the known LEP population.
- Schedules, maps, and other transit publications will be made available in an alternative language when a specific and concentrated LEP population is identified, and requests are made.
- RTA website translation: Google Translate is available for use on the RTA website ([www.RTAMoves.com](http://www.RTAMoves.com)) for Spanish, Vietnamese, and Chinese. Analytics during the previous submission period indicate 96.8% of website traffic was viewed in English. About 0.54% of website traffic was translated to Spanish and 0.39% to Chinese.
- Vital documents and content such as the Title VI Notice to the Public and translation information for all public notices are provided in Spanish, Vietnamese, and Chinese. The RTA will translate vital documents in any of these languages upon request.

### Providing Notice to LEP Persons of the Availability of Language Assistance

The RTAs current and planned measures to inform LEP persons of the availability of language assistance includes, but is not limited, to the following:

- Public Notices: The RTA includes a statement on important notices that informs LEP persons of the availability of the information in a language accessible to them. This statement currently includes Spanish, Vietnamese, and Chinese.
- Local non-English newspapers: The RTA will issue media press releases in Spanish and purchase advertisements in local non-English newspapers publicizing language assistance measures offered by the RTA.
- Direct engagement with LEP populations and community organizations: Through working with various community organizations, the RTA will seek to identify and engage RTA populations in the community and inform them of available public transportation services and related language assistance mediums. Conducting “How to Ride” clinics in partnership with community organizations is a great tool in educating LEP persons on how to use RTA services. Direct engagement with LEP persons will also help the RTA learn what additional agency information may need translation.

### Monitoring and Updating the LEP Plan

The RTA will update the LEP as needed. At a minimum, the plan will be reviewed and updated on a five-year cycle, or when higher concentrations of LEP individuals are present in the RTA service area.

Updates will include the following:

- The number of documented LEP person contacts encountered annually;
- How the needs of LEP persons have been addressed;
- Determination of the current LEP population in the service area;
- Determine whether local language assistance programs have been effective and sufficient to meet the need;
- Determine whether RTA’s financial resources are sufficient to fund language assistance resources needed;
- Determine whether RTA fully complies with the goals of this LEP plan;
- Determine whether complaints have been received concerning the RTAs failure to meet the needs of LEP individuals; and
- Maintain a Title VI complaint log, including LEP, to determine issues and basis of complaints.

### Dissemination of Plan

The RTAs LEP Plan is available for viewing and downloading on its website at [www.RTAok.org](http://www.RTAok.org). The plan is also available upon request to the RTAs Title VI Coordinator by phone at (405) 297-1331, email at [info@rtaok.org](mailto:info@rtaok.org), or mail to:

RTA  
Attn: Title VI Coordinator  
2000 S. May Ave.  
Oklahoma City, OK 73108

Questions about language assistance and the RTAs LEP Plan may also be directed to the RTAs Title VI Coordinator.

RTA's DBE Program seeks to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.

## RTA DBE Program Handbook

In compliance with: Title 49 of the Code of Federal Regulations (49 CFR Part 26)



## Contents

POLICY STATEMENT AND OBJECTIVES .....	4
SUBPART A - GENERAL REQUIREMENTS .....	5
Applicability.....	5
Definitions.....	5
Non-Discrimination Requirements .....	5
Record Keeping Requirements .....	5
Assurances .....	6
SUBPART B - ADMINISTRATIVE REQUIREMENTS .....	7
DBE Program Updates.....	7
DBE Liaison Officer .....	7
DBE Financial Institutions .....	7
Prompt Payment Mechanisms.....	8
Prompt Payment .....	8
Retainage .....	9
Monitoring and Enforcement .....	9
Directory .....	9
Overconcentration .....	10
Business Development Programs .....	10
Monitoring and Enforcement Mechanisms .....	10
Small Business Participation .....	11
SUBPART C - GOALS, GOOD FAITH EFFORTS, AND COUNTING.....	12
Set-Asides or Quotas.....	12
Overall Goals .....	12
Goal Setting and Accountability.....	12
Transit Vehicle Manufacturers Goals.....	12
Breakout of Estimated Race-Neutral & Race-Conscious Participation .....	12
Contract Goals.....	13
Good Faith Efforts Procedures.....	13
Demonstration of good faith efforts.....	13
Information to be submitted .....	13
Administrative reconsideration .....	14
Good Faith Efforts when a DBE is replaced on a contract .....	14



Sample Bid Specification .....	14
Counting DBE Participation.....	15
SUBPART D - CERTIFICATION STANDARDS.....	16
Certification Process .....	16
SUBPART E - CERTIFICATION PROCEDURES .....	17
Unified Certification Programs .....	17
Certification Appeals.....	17
SUBPART F - COMPLIANCE AND ENFORCEMENT.....	18
Compliance .....	18
Enforcement Actions in FHWA and FTA Programs .....	18
Information and Confidentiality .....	18
Cooperation .....	19
Intimidation and Retaliation .....	19
Monitoring Payments to DBEs .....	19
ATTACHMENTS.....	20
Attachment 1 - Policy Statement.....	0
Attachment 2 - Organizational Chart.....	1
Attachment 3 - Monitoring and Enforcement .....	3
Attachment 3 (A) - On-Site Visit Form .....	5
Attachment 3 (B) - Payment Monitoring .....	8
Attachment 3 (C) - Certificate of Non-Discrimination .....	10
Attachment 3 (D) - Disadvantaged Business Enterprise Utilization.....	13
Attachment 3 (E): letter of intent .....	15
Attachment 3 (F): Notification Change of DBE Participation.....	17
Attachment 4 - Overall Goal Calculation .....	19
Attachment 5 - Breakout of Estimated Participation .....	23
Attachment 6 - DBE Qualification Form.....	26
Attachment 7 - Notice to Bidder/Offeror .....	29
Attachment 8 - Determination of Good-Faith Effort .....	31
Attachment 9 - Assurance of Contract Provisions Flow-Down Certification .....	34
Attachment 10 - Small Business Participation Plan .....	0
Attachment 11 - Regulations: 49 CFR Part 26.....	0



## POLICY STATEMENT AND OBJECTIVES

The Regional Transportation Authority of Central Oklahoma (RTA) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. See Attachment 11 for link to regulations. RTA is initiating a New Recipient Process with the Federal Transit Administration (FTA) and anticipates receiving federal financial assistance from the DOT. As a condition of receiving this assistance, RTA will sign an assurance that it will comply with 49 CFR Part 26.

It is the policy of RTA to ensure that DBEs are defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts; and
6. To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.

The RTA Executive Director is responsible for implementing all aspects of the DBE Program. Implementation of the DBE Program is accorded the same priority as compliance with all other legal obligations incurred by RTA in its financial assistance agreements with the DOT.

RTA has disseminated this policy statement to the RTA Board of Directors and all of the components of its organization. RTA will distribute this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts via email notification. RTA includes this statement in all bid and proposal documents and distributes copies to the bidders and proposers at all pre-bid/pre-proposal meetings for DOT-assisted contracts. RTA also posts this statement on bulletin boards at various RTA facilities and on the RTA website at [www.RTAok.org](http://www.RTAok.org).

See Attachment 1 for a signed and dated Policy Statement.

49 CFR §§ 26.1, 26.23.

## SUBPART A - GENERAL REQUIREMENTS

### Applicability

RTA is a Recipient of Federal Highway Administration (FHWA) and FTA funds and is therefore subject to the federal regulations under 49 CFR Part 26.

49 CFR § 26.3.

### Definitions

RTA adopts the definitions contained in 49 CFR § 26.5 for this program. Defined words are capitalized in this program.

### Non-Discrimination Requirements

RTA will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, RTA will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

49 CFR § 26.7.

### Record Keeping Requirements

RTA will report DBE participation to the FTA using the Uniform Report of DBE Awards or Commitments and Payments, found in Appendix B to 49 CFR Part 26, at the intervals stated on the form. These reports will reflect payments actually made to DBEs on DOT-assisted contracts.

RTA has maintains a bidders list, consisting of DBE and non-DBE firms that bid or quote on DOT-assisted contracts. The purpose of this requirement is to allow use of the potential bidders list approach to calculating overall goals and to expand the number of bidders for each advertisement. The bidder list may include the name, address, email, phone number, DBE non-DBE status, age, and annual gross receipts of firms. In lieu of annual gross receipts, RTA may ask each firm to indicate into what gross receipts bracket they fit (e.g., less than \$500,000; \$500,000-\$1 million; \$1-2 million; \$2-5 million; etc.).

RTA will collect bidder information in the following ways:

1. In each proposal and or bid packet, RTA will attach the required DBE forms and ask each bidder to include the information listed.
2. RTA will start having "How to do Business with the RTA" events to bring awareness of the requirements and bidding opportunities to DBE's and gather more emails to add to the email list.
3. RTA will post information that pertains to "How to do business with RTA" on its website at RTAok.org

49 CFR § 26.11.

## Assurances

Each financial assistance agreement RTA signs with a DOT operating administration (i.e., FHWA or FTA) or with a sub-recipient must include the following assurance:

RTA shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to RTA of its failure to carry out its approved program, the DOT may impose sanction as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

**Prime Contractors are required to submit electronically fully executed all subcontract agreements to RTA within 21 calendar days once a contract is awarded.**

RTA will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, sex, or national origin 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 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 CFR § 26.13.

## SUBPART B - ADMINISTRATIVE REQUIREMENTS

### DBE Program Updates

RTA will continue to carry out this program until all funds from DOT financial assistance have been expended. RTA will provide to DOT updates representing significant changes in the program.

49 CFR § 26.21.

### DBE Liaison Officer

RTA has designated the Executive Director as the individual responsible to serve as the DBE Liaison Officer. The current Executive Director is:

Jason Ferbrache  
2000 S. May Ave.

Oklahoma City, OK 73108  
(405) 297-2831

[Jason.ferbrache@okc.gov](mailto:Jason.ferbrache@okc.gov)

The DBE Liaison Officer is responsible for implementing all aspects of the DBE program and ensuring that RTA complies with all provisions of 49 CFR Part 26. An organization chart displaying the Interim Executive Director's position in the organization is found in Attachment 2 to this program.

The DBE Liaison Officer is responsible for developing, implementing, and monitoring the DBE program, in coordination with other appropriate officials. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Works with all departments to set overall annual goals.
3. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
4. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals attainment) and identifies ways to improve progress.
5. Analyzes RTA's progress toward attainment and identifies ways to improve progress.
6. Participates in pre-bid meetings.
7. Advises the Administrator on DBE matters and achievement.
8. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
9. Plans and participates in DBE training seminars.
10. Provides outreach to DBEs and community organizations to advise them of opportunities.
11. Maintains RTA's updated directory on certified DBEs.

49 CFR § 26.25.

### DBE Financial Institutions

It is the policy of RTA to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make

use of these institutions. RTA has researched the availability of DBE owned financial institutions at <http://www.federalreserve.gov/releases/mob/>. The list below shows the DBE owned financial institutions within the Greater Oklahoma City region as of December 2022. RTA will update this list on an annual basis.

RTA has identified the following DBE institutions:

Chickasaw Community Bank  
7400 W Memorial Rd  
Oklahoma City, OK 73142  
(405) 946-2265  
[contactus@ccb.bank](mailto:contactus@ccb.bank)

First Security Bank and Trust Company  
1541 NE 23rd St  
Oklahoma City, OK 73111  
(405) 424-4341  
[info@fsbokc.com](mailto:info@fsbokc.com)

Sovereign Bank (f/k/a First National Bank and Trust Company)  
3030 NW Expressway Suite 130  
Oklahoma City, OK 73112  
(405) 275-8830  
[www.banksovereign.com/contact](http://www.banksovereign.com/contact)

Gateway First Bank  
6303 Waterford Blvd Suite 100  
Oklahoma City, OK 73118  
(405) 338-1578  
[www.gatewayfirst.com](http://www.gatewayfirst.com)

F & M Bank  
17100 N May Ave  
Edmond, OK 73012  
(405) 715-1100  
[www.fmbankok.com](http://www.fmbankok.com)

Information on the availability of DBE institutions can be obtained from the DBE Liaison Officer.

49 CFR § 26.27.

### Prompt Payment Mechanisms

RTA will include the following clause in each DOT-assisted prime contract and subcontract and it will apply to payments made to both DBE and non-DBE subcontractors:

**Prompt Payment:** The following language is included in each DOT-assisted prime contract and applies to both DBE and non-DBE subcontractors.

*Prompt Payment.* The Contractor shall establish procedures to ensure timely payment of amounts due pursuant to the terms of its subcontracts. The Contractor shall pay each DBE and non-DBE subcontractor for satisfactory performance of its contract, or any billable portion thereof, in accordance with the timing set forth in any applicable laws or no later than 30 days, whichever is less, from the date of the Contractor's receipt of payment from the Authority for work by that subcontractor.

**Retainage:** The following language is included in each DOT-assisted prime contract and applies to both DBE and non-DBE subcontractors.

*Prompt Return of Retainage.* If retainage is withheld from subcontractors, the Contractor is required to return any retainage payment to those DBE and non-DBE subcontractors in accordance with the timing set forth in any applicable laws or within 30 days, whichever is less, from the date of receipt of the retainage payment from the Authority related to the subcontractor's work. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of RTA.

**Monitoring and Enforcement:** The following language is included in each DOT-assisted prime contract and applies to both DBE and non-DBE subcontractors.

The Contractor shall certify on each payment request to the Authority that payment has been or will be made to all subcontractors. Lien waivers may be required for the Contractor and its subcontractors. The Contractor shall notify RTA on or before each payment request, of any situation in which scheduled subcontractor payments have not been made.

If a subcontractor alleges that the Contractor has failed to comply with this provision, the Contractor agrees to support any Authority investigation, and if deemed appropriate by the Authority, to consent to remedial measures to ensure that subcontractors are properly paid as set forth herein.

The participation of the DBE subcontractor or supplier will not be credited toward the Prime Contractor's DBE achievement unless and until the amount being counted toward the goal has been paid to the DBE.

If the Contractor fails to comply in the time specified, the RTA will issue an order stopping all payments until satisfactory action has been taken.

49 CFR § 26.29.

## Directory

RTA maintains a directory that is from the UCP Oklahoma DOT which identifies all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, date of most recent certification, and the type of work the firm has been certified to perform as a DBE. RTA will make the directory available to anyone who wishes to review by contacting the RTA or anyone may go to Oklahoma Department of Transportation website to print off the most current listing. The ODOT DBE list can be found at <https://okdot.gob2g.com>.

49 CFR § 26.31.



## Overconcentration

RTA has not identified that overconcentration exists in the types of work that DBEs perform.

If RTA determines that DBE firms are so overconcentrated in a certain type of work as to unduly burden the opportunity of non-DBE firms to participate in this type of work, RTA will apply appropriate measures to address this overconcentration. RTA will obtain the approval of FTA Region VI for its determination of overconcentration and the measures RTA devises to address it. Once approved, the measures become part of RTA's DBE program.

These measures may include the use of incentives, technical assistance, business development programs, mentor-protégé programs, and other appropriate measures designed to assist DBEs in performing work outside of the specific field in which RTA has determined that non-DBEs are unduly burdened. RTA may also consider varying its use of contract goals, to the extent consistent with 49 CFR § 26.51, to ensure that non-DBEs are not unfairly prevented from competing for subcontracts.

Subsequently, RTA will conduct re-evaluations for overconcentration on a triennial basis during the DBE goal setting process.

49 CFR § 26.33.

## Business Development Programs

RTA does not currently have a Business Development Program due to the staffing requirements that such a program would need. However, RTA works closely with other government and non-government partners, such as The City of Oklahoma City, The City of Edmond, the City of Norman, Oklahoma Department of Transportation, and local chambers of commerce to foster small business participation in RTA projects. See Attachment 11 for RTA Small Business Participation Plan.

49 CFR § 26.35.

## Monitoring and Enforcement Mechanisms

RTA will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. RTA will bring to the attention of the DOT any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.
2. RTA will consider similar action under its own legal authorities, including responsibility determinations in future contracts. Attachment 3 lists the regulation, provisions, and contract remedies available to the RTA in the events of non-compliance with the DBE regulation by a participant in its procurement activities.
3. RTA will monitor work sites, projects, and contracting records to verify that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is performed by the DBEs. RTA requires DBE forms to be submitted on DOT-assisted contracts to

monitor and track DBE participation. See Attachment 3 for the forms used by the RTA for this purpose.

4. RTA will also keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

49 CFR § 26.37.

### Small Business Participation

RTA has incorporated the following non-discriminatory elements to RTA's DBE program to facilitate competition on DOT-assisted public works projects by small business concerns (both DBEs and non-DBE small businesses).

4. RTA will remove any unnecessary or unjustified bundling of contracts.
5. RTA will not include excessive bonding requirements.
6. RTA will be willing to negotiate faster payment terms for small business.

The small business participation plan of RTA is an active part of its DBE program. RTA will utilize various means to reach out to small businesses and make it easier for them to compete for DOT-assisted contracts as suggested in 49 CFR § 26.39 (Attachment 11).

49 CFR § 26.39.

## SUBPART C - GOALS, GOOD FAITH EFFORTS, AND COUNTING

### Set-Asides or Quotas

RTA does not use quotas in any way in the administration of this DBE program.

49 CFR § 26.43.

### Overall Goals

RTA sets an overall goal for DBE participation in DOT-assisted contracts in accordance with 49 CFR § 26.45. RTAs overall goal is based on demonstrable evidence of the availability of ready, willing, and able DBEs relative to all business ready, willing, and able to participate in RTA DOT-assisted contracts. RTAs overall goal reflects its determination of the level of DBE participation it would expect absent the effects of discrimination. See Attachment 4 in this program for a description of the methodology the RTA uses to calculate its overall goal and the RTAs goal calculations. RTA submits its methodologies and goals to the DOT as required. This section of the program will be updated every three years.

RTA will begin using its overall goal on October 1 for the next three years unless RTA receives other instructions from DOT. If the RTA establishes a goal on a project basis, it will begin using the goal by the time of the first solicitation for a DOT-assisted contract for the project.

49 CFR § 26.45.

### Goal Setting and Accountability

If the awards and commitments shown on RTA's Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall applicable to that fiscal year (Attachment 4), RTA will:

1. Analyze in detail the reason for the difference between the overall goal and the actual awards/commitments;
2. Establish specific steps and milestones to correct the problems identified in the analysis.

49 CFR § 26.47.

### Transit Vehicle Manufacturers Goals

RTA will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of this section. Alternatively, RTA may, at its discretion and with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the TVM complying with this element of the program.

49 CFR § 26.49.

### Breakout of Estimated Race-Neutral & Race-Conscious Participation

The breakout of estimated race-neutral and race-conscious participation can be found in Attachment 5 to this program. This section of the program will be updated when the goal calculation is updated.

49 CFR § 26.51.

### Contract Goals

RTA will use contract goals to meet any portion of the overall goal RTA does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met using race-neutral means. (Attachment 5)

RTA will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. RTA need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the work.)

RTA will express its contract goals as a percentage of total amount of a DOT-assisted contract.

49 CFR § 26.51.

### Good Faith Efforts Procedures

#### Demonstration of good faith efforts

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of and guidance on good faith efforts are found in Appendix A to 49 CFR Part 26. See also Attachment 9 hereto.

The Executive Director is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive.

RTA will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before RTA commits to the performance of the contract by the bidder/offeror.

Link is included in Attachment 12

#### Information to be submitted

RTA treats bidder/offers compliance with good faith efforts requirements as a matter of responsiveness.

Each solicitation for which a contract goal has been established will require the bidders/offerors to submit the following information:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts.

### Administrative reconsideration

Within 15 days of being informed by RTA that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration.

Bidder/offerors should make this request in writing to the following reconsideration official: Jason Ferbrache, RTA Interim Executive Director, 2000 S. May Ave, Oklahoma City, Oklahoma, 73108, (405) 297-2831, [jason.ferbrache@okc.gov](mailto:jason.ferbrache@okc.gov). The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror 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 bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. RTA will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the DOT.

### Good Faith Efforts when a DBE is replaced on a contract

RTA will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. RTA will require the prime contractor to notify the DBE Liaison Officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation RTA will require the prime contractor to obtain RTA's prior written approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts. If the contractor fails or refuses to comply in the time specified, RTA will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

### Sample Bid Specification

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of RTA to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of 2.51 percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) written confirmation

from the DBE that it is participating in the contract as provided in the commitment made under point four; and (6) if the contract goal is not met, evidence of good faith efforts must be submitted by the bidder/offeror.

#### Counting DBE Participation

RTA will count DBE participation toward overall and contract goals as provided in 49 CFR § 26.55.

49 CFR § 26.55.

## SUBPART D - CERTIFICATION STANDARDS

### Certification Process

RTA is not a DBE-certifying agency. The Oklahoma Department of Transportation (ODOT) is the DBE certifying agency within the State of Oklahoma.

For information about the certification process or to apply for certification, firms should contact:

Oklahoma Department of Transportation

Civil Rights Division, External Programs

200 N.E. 21st Street, Room 1-B-4

Oklahoma City, Oklahoma 73105

(405) 521-4139

<https://oklahoma.gov/odot/business-center/contract-compliance.html>

49 CFR Subpart D

## SUBPART E - CERTIFICATION PROCEDURES

### Unified Certification Programs

As per 49 CFR § 26.81(b)(2), the UCP provides a one-stop-shop where disadvantaged businesses that meet the DBE certification requirements and become certified are eligible to be used to meet the DBE goal requirements on any project with funding from DOT. The UCP eliminates the need for multiple certifications with recipients of funding from DOT. ODOT is the UCP for the State of Oklahoma. ODOT is the certifying agency and maintains all signed agreements and the list of Oklahoma UCP partners. All DOT recipients (UCP partners) in the State of Oklahoma agree that only DBE firms certified by ODOT may participate.

RTA is a member of the UCP administered by ODOT.

For a list of ODOT UCP partners and more information, see: <https://oklahoma.gov/odot/business-center/contract-compliance/dbe.html>

49 CFR § 26.81.

### Certification Appeals

Any firm or complainant may appeal final ODOT certification determinations to DOT pursuant to 49 CFR § 26.89.

For information about appeals, firms and complainants should contact:

Oklahoma Department of Transportation  
Civil Rights Division, External Programs  
200 N.E. 21st Street, Room 1-B-4  
Oklahoma City, Oklahoma 73105  
(405) 521-4139

49 CFR § 26.89.



## SUBPART F - COMPLIANCE AND ENFORCEMENT

### Compliance

If RTA fails to comply with any requirement of this part, RTA may be subject to formal enforcement action under 49 CFR §§ 26.103 or 105 or appropriate program sanctions by the concerned operating administration (i.e., FHWA or FTA), such as the suspension or termination of federal funds, or refusal to approve projects, grants, or contracts until deficiencies are remedied. Program sanctions may include, in the case of the FHWA program, actions provided for under 23 CFR Part 1.36, and in the case of the FTA program, any actions permitted under 49 U.S.C. chapter 53 or applicable FTA program requirements.

RTA will not be subject to compliance actions or sanctions for failing to carry out any requirement of this part because RTA has been prevented from complying because a federal court has issued a final order in which the court found that the requirement is unconstitutional.

49 CFR § 26.101.

### Enforcement Actions in FHWA and FTA Programs

For enforcement actions in FHWA and FTA programs, see 49 CFR § 26.103. See also Attachment 3.

49 CFR § 26.103.

### Information and Confidentiality

RTA will safeguard from disclosure to third parties' information that may reasonably be regarded as confidential business information, consistent with federal, state, and local law.

RTA is subject to and complies with the Oklahoma Open Records Act, 51 O.S. §24A.1 et seq.

Notwithstanding any contrary provisions of state or local law, RTA will not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.

In responding to requests for information concerning any aspect of the DBE program, DOT complies with provisions of the Federal Freedom of Information, 5 U.S.C. 552, and Privacy Acts, 5 U.S.C. 552a. DOT may make available to the public any information concerning the DBE Program release of which is not prohibited by federal law.

Notwithstanding the provisions above, the identity of complainants shall be kept confidential, at their election. If such confidentiality will hinder the investigation, proceeding or hearing, or result in a denial of appropriate administrative due process to other parties, the complainant must be advised for the purpose of waiving the privilege. Complainants are advised that, in some circumstances, failure to waive the privilege may result in the closure of the investigation or dismissal of the proceeding or hearing.

49 CFR § 26.109.

### Cooperation

All participants in RTAs DBE program (including, but not limited to, recipients, DBE firms, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future/ contracts and/or suspension and debarment).

49 CFR § 26.109.

### Intimidation and Retaliation

Recipients, contractors, or any other participants in the program must not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. Violations of this prohibition will result in noncompliance with this part.

49 CFR § 26.109.

### Monitoring Payments to DBEs

RTA will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the RTA or DOT. This reporting requirement also extends to any certified DBE subcontractor.

RTA will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts states in the schedule of DBE participation.

49 CFR § 26.109.

## ATTACHMENTS

Attachment 1 Policy Statement

Attachment 2 Organizational Chart

Attachment 3 Monitoring and Enforcement

Attachment 3 (A) On-Site Visit Form

Attachment 3 (B) Payment Monitoring

Attachment 3 (C) Certificate of Non-Discrimination

Attachment 3 (D) Disadvantaged Business Enterprise Utilization

Attachment 3 (E) Letter of Intent

Attachment 3 (F) Notification Change of DBE Participation

Attachment 4 Overall Goal Calculation

Attachment 5 Breakout of Estimated Participation

Attachment 6 DBE Qualification Form

Attachment 7 Notice to Bidder/Offeror

Attachment 8 Determination of Good-Faith Effort

Attachment 9 Assurance of Contract Provisions Flow-Down Certification

Attachment 10 Small Business Participation Plan

Attachment 11 Regulations: 49 CFR Part 26

## Attachment 1 - Policy Statement

## Policy Statement

The Regional Transportation Authority of Central Oklahoma (RTA) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. RTA is initiating a New Recipient Process with the Federal Transit Administration (FTA) and anticipates receiving federal financial assistance from the DOT. As a condition of receiving this assistance, RTA will sign an assurance that it will comply with 49 CFR Part 26.

It is the policy of RTA to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts; and
6. To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.

The RTA Executive Director is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by RTA in its financial assistance agreements with the DOT.

RTA has disseminated this policy statement to the RTA Board of Directors and all of the components of its organization. RTA will distribute this statement to DBE and non-DBE business communities that perform work for the RTA on DOT-assisted contracts via email notification. RTA includes this statement in all bid and proposal documents and distributes copies to the bidders and proposers at all pre-bid/pre-proposal meetings for DOT-assisted contracts. RTA also posts this statement on bulletin boards at various RTA facilities and on the RTA website at [www.RTAok.org](http://www.RTAok.org).



Jason Ferbrache, Executive Director

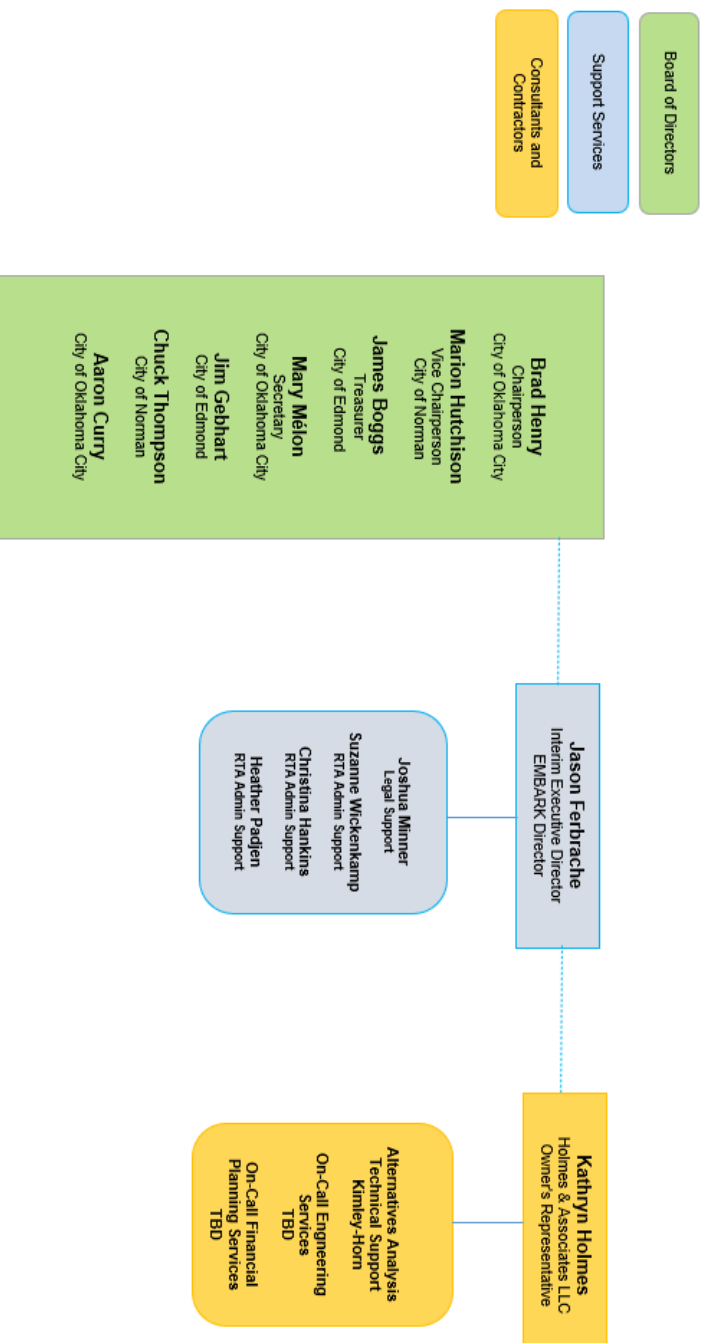
July 19, 2023

## Attachment 2 - Organizational Chart



**Organization Chart**  
Updated April 26, 2023

Updated April 26, 2023



## Attachment 3 - Monitoring and Enforcement



## Monitoring and Enforcement

RTA has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

1. Referral of a complaint to ODOT for investigation, which may result in:
  - (a) Suspension of processing all or portion of progressive estimates;
  - (b) Refusal to issue proposal;
  - (c) Refuse to approve subcontractor or material suppliers;
  - (d) Suspension of work on the project;
  - (e) Suspension of prequalification;
  - (f) Contractor performance suspension;
  - (g) Contractor debarment;
  - (h) Contractor in default for breach of Contract; or
  - (i) Other actions deemed appropriate by ODOT;
2. Independent breach of contract action; or
3. Seek prosecution pursuant to 74 O.S. § 85.45h, or other applicable provisions of law.

In addition, the federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE problem, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 2 CFR Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), and 2 CFR Part 1200, Nonprocurement suspension and Debarment;
2. Enforcement action pursuant to 49 CFR Part 31, Program Fraud and Civil Remedies; or
3. Prosecution pursuant to 18 USC 1001, or other applicable provisions of law.

49 CFR § 26.107.

The following forms are used pursuant to RTAs monitoring efforts:

Attachment 3 (A) - On-Site Visit Form

Attachment 3 (B) - Payment Monitoring

Attachment 3 (C) - Certificate of Non-Discrimination

Attachment 3 (D) - Disadvantaged Business Enterprise Utilization

Attachment 3 (E) - Letter of Intent

Attachment 3 (F) - Notification Change of DBE Participation

## Attachment 3 (A) - On-Site Visit Form

## RTA DBE MONITORING REPORT

### SECTION 1: PROJECT IDENTIFICATION

1. Contract No.	2. Board Approval Date	3. Prime Contractor
4. Construction Start Date	5. Est Completion Date	6. Is Prime a DBE?

### SECTION 2: SUBCONTRACTOR

7. Name of Subcontractor Firm		DEB Oklahoma Certified    Yes [ ]    No [ ]		
		8. Wage Determination		
9. Firm's Mailing Address	10. City	11. State	12. Zip	13. Phone
14. What is the DBE's Function on this Contract?			15. DBE's Number	
16. Subcontractor: Trucking Co. [ ]    Rental Agreement without Operator [ ]    Rental with Operator [ ] Supplier [ ]				
17. If DBE is a Subcontractor, Attach DBE Oklahoma Certification			18. Active Date on Certification	

### SECTION 3: OBSERVATION OF DBE'S OR SUBCONTRACTOR WORK AND WORKFORCE

19. Date Observed	20. Observer's Name	21. Description of Work Being Performed																
22. Number and Types of Workers		23. Number and Type of Equipment and Tools Used																
24. Does it Appear the DBE Firm: <table style="width: 100%; margin-top: 5px;"> <tr> <td style="width: 50%;">a. Controls and Supervises Their Own Work</td> <td style="width: 10%;">Yes [ ]</td> <td style="width: 10%;">No [ ]</td> <td style="width: 30%;"></td> </tr> <tr> <td>b. Employees Their Own Workers</td> <td>Yes [ ]</td> <td>No [ ]</td> <td></td> </tr> <tr> <td>c. Performs Work with Their Own Workers</td> <td>Yes [ ]</td> <td>No [ ]</td> <td></td> </tr> <tr> <td>d. Uses/Rents Own Equipment and Tools</td> <td>Yes [ ]</td> <td>No [ ]</td> <td></td> </tr> </table>			a. Controls and Supervises Their Own Work	Yes [ ]	No [ ]		b. Employees Their Own Workers	Yes [ ]	No [ ]		c. Performs Work with Their Own Workers	Yes [ ]	No [ ]		d. Uses/Rents Own Equipment and Tools	Yes [ ]	No [ ]	
a. Controls and Supervises Their Own Work	Yes [ ]	No [ ]																
b. Employees Their Own Workers	Yes [ ]	No [ ]																
c. Performs Work with Their Own Workers	Yes [ ]	No [ ]																
d. Uses/Rents Own Equipment and Tools	Yes [ ]	No [ ]																
25. Was Foreman or Superintendent Directing the Workers    Yes [ ]    No [ ] If Yes, Give Full Name and Employer Below: <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>																		

26. Comments:			
<b>SECTION 4: DBE ADMINISTRATIVE REVIEW</b>			
27. Date	28. Name of Reviewer	29. Contract Amount	30. Change Orders
31. Payment		32. Board Approvals	
33. Does the DBE Employe, Pay, and Administer the Project? Yes [ ] No [ ]			
34. Does the DBE's Workers & Foreman Appear on the Payrolls of Other Contractors? Yes [ ] No [ ]			
35. Is the Work Listed on the Payouts the Same as Described in # 21? Yes [ ] No [ ]			
36. Has the DBE Subcontracted Work to Other Prime Contractors? Yes [ ] No [ ]			
37. If yes, name the Subcontractor:			
38. Is the Subcontractor Listed on Line #37 a DBE? Yes [ ] No [ ]			
39. If Construction, Who is the A&E Firm:			
40. RTA Project Manager:			
41. RTA Purchasing Manager:			
42. DBE Officer:			

## Attachment 3 (B) - Payment Monitoring

Month/Year:		Project Number		Contractor		
Name of DBE Firm		Date of Payment		Amount		Amount Paid to DATE

Authorized Signature \_\_\_\_\_ Date\_\_\_\_\_

Type/Print Name\_\_\_\_\_ Title\_\_\_\_\_

## Attachment 3 (C) - Certificate of Non-Discrimination

## CERTIFICATE OF NON-DISCRIMINATION

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

**(1) Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the contractor/sub-contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor/sub-contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**(2) Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the contractor/sub-contractor:

**(a) Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the contractor/sub-contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect in the course of the project. The contractor/sub-contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor/sub-contractor agrees to comply with any implementing requirements FTA may issue.

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

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

**(3)** The contractor/sub-contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.



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

Attest: (Corporate Seal)

\_\_\_\_\_  
Name of contractor/sub-contractor

\_\_\_\_\_  
Signature of contractor/sub-contractor's Authorized Agent

\_\_\_\_\_  
Name and title of Authorized Agent

The following statement must be executed.

State of \_\_\_\_\_) §

County of \_\_\_\_\_)

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public \_\_\_\_\_

Notary Number \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Company Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## Attachment 3 (D) - Disadvantaged Business Enterprise Utilization

### DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION FORM

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

\_\_\_\_\_ The bidder/offeror is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract.

\_\_\_\_\_ The bidder/offeror (if unable to meet the DBE goal of \_\_\_\_\_%) is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm \_\_\_\_\_

State Registration No. \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_

Attachment 3 (E): letter of intent

**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.**

## Attachment 3 (F): Notification Change of DBE Participation

**NOTIFICATION CHANGE OF DBE PARTICIPATION**

Project No.: \_\_\_\_\_ Date: \_\_\_\_\_

Prime Contractor: \_\_\_\_\_

**Change: from/to (fill in both sides)**

**From:**

**To:**

DBE Name \_\_\_\_\_ DBE Name \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_ Phone No. \_\_\_\_\_

**The DBE is a (check one):**

Subcontractor ☐

Supplier ☐

Trucking Firm ☐

Manufacturer ☐

Professional ☐

Change in service to be preformed: \_\_\_\_\_

\_\_\_\_\_

Change DBE participation amount: \_\_\_\_\_

Explain reasons for changing: \_\_\_\_\_

\_\_\_\_\_

Note: Attach a copy of the letter by the original DBE stating reason for inability to perform work.

Signed: \_\_\_\_\_

(Contractor)

(Position)

Approved/Disapproved: DBELO \_\_\_\_\_

Approved/Disapproved: Grants and Procurement \_\_\_\_\_

Approved/Disapproved: General Manager \_\_\_\_\_

## Attachment 4 - Overall Goal Calculation



## Overall Goal Calculation

### Overall Goal Methodology

RTA sets an overall goal for DBE participation in DOT-assisted contracts in accordance with 49 CFR § 26.45.

RTA begins its goal setting process by determining a base figure for the relative availability of DBEs. RTAs overall goal is based on demonstrable evidence of the availability of ready, willing, and able DBEs relative to all business ready, willing, and able to participate in RTA DOT-assisted contracts. Making this determination involves the following three steps:

1. Identification of the types of contracts and budget RTA will bid out in the next three years;
2. Identification of the number of available DBEs and all firms for each listing by NAICS codes utilizing the Census and ODOT's DBE information; and
3. Completion of the FTA's weighting Base Figure spreadsheet.

After calculating the base figure of the relative availability of DBEs, RTA examines all of the evidence available in its jurisdiction to determine what adjustment, if any, is needed to the base figure to arrive at its overall goal.

RTA will consider the following types of evidence when determining if an adjustment is needed:

1. The current capacity of DBEs to perform work in RTAs DOT-assisted contracting program, as measured by the volume of work DBEs have performed in recent years;
2. Evidence from disparity studies conducted anywhere within the RTAs jurisdiction, to the extent it is not already accounted for in its base figure; and
3. If RTAs base figure is the goal of another recipient, it will adjust it for differences in its local market and its contracting program.

If available, the RTA will also consider evidence from related fields that affect the opportunities for DBEs to form, grow, and compete. These include, but are not limited to:

1. Statistical disparities in the ability of DBEs to get the financing, bonding, and insurance required to participate in RTAs program; and
2. Data on employment, self-employment, education, training, and union apprenticeship programs, to the extent RTA can relate it to the opportunities for DBEs to perform in RTAs program.

If RTA attempts to make an adjustment to its base figure to account for the continuing effects of past discrimination (often called the "but for" factor) or the effects of an ongoing DBE program, the adjustment will be based on demonstrable evidence that is logically and directly related to the effect for which the adjustment is sought.

If evidence does not suggest an adjustment is necessary, the RTA will not make an adjustment.

In establishing an overall goal, RTA will provide for consultation and publication. This includes:

1. Consultation with minority, women's and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and RTA's efforts to establish a level playing field for the participation of DBEs. The consultation shall include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process, and it shall occur before RTA is required to submit its methodology to the operating administration for review. RTA will document in its goal submission the consultation process engaged in.
2. A published notice announcing RTA's proposed overall goal before submission to the operating administration on August 1st. The notice shall be posted on RTA's official Internet website RTAok.org and may be posted in other sources (e.g., minority-focused media, trade association publications). If the proposed goal changes following review by the operating administration, the revised goal shall be posted on RTA's official Internet site.

RTA's overall goal submission to DOT will include a summary of information and comments received during this public participation process and RTA's responses.

## RTAs Overall Goal and Calculations

RTA's overall goal for the 2021-2023 fiscal years is as follows:

RTA will expend 1.43% of all FTA funds (exclusive of FTA funds to be used for the purchase of transit vehicles) in RTAs FTA-assisted contracts in the 2021-2023 fiscal years

The following chart reflects Step 1 of 49 CFR § 26.45 for the RTA:

NAICS	Project	OKC MSA(M) or Statewide (S)	DBE's Available	All Firms Available	Relative Availabil ity	
541840	Advertising	S	1	13	0.0769	
423120	Bus Parts	S	0	123	0.0000	
423130	Bus Tires	S	0	32	0.0000	
561621	Camera & Access Control	S	0	119	0.0000	
236210	Construction	S	3	26	0.1154	
541330	Engineering	S	42	569	0.0738	
336350	Engines & Transmissions	S	0	6	0.0000	
238220	Facility HVAC	M	3	600	0.0050	
561710	Facility Pest Control	M	0	103	0.0000	
336320	Farebox Equipment	S	0	5	0.0000	

238150	Glass for Fleet & Facilities	M	0	31	0.0000	
541430	Graphic Design	S	3	116	0.0259	
561730	Grounds Maintenance	M	2	401	0.0050	
423850	Janitor Supplies	S	0	558	0.0000	
561720	Janitorial Services	M	5	124	0.0403	
561622	Lock & Key Services	M	0	41	0.0000	
453210	Office Supplies	M	0	18	0.0000	
323111	Printing	M	2	75	0.0267	
541910	Rider Survey	S	2	21	0.0952	
541690	Safety Consulting Services	S	6	270	0.0222	
541690	Security Consulting Services	S	6	270	0.0222	
485991	Senior Citizen Transport	M	2	13	0.1538	
541511	Software Services	S	10	361	0.0277	
541511	Software Development	S	10	361	0.0277	
423850	Sprinkler System	S	2	52	0.0385	
812332	Uniform Service	M	0	6	0.0000	
423860	Vehicle Inspection Services	M	0	10	0.0000	
488410	Vehicle Towing	M	0	41	0.0000	
	<b>Totals</b>		<b>99</b>	<b>4,365</b>	<b>2.27%</b>	<b>Overall Availability of DBEs</b>

The following information reflects Step 2 of 49 CFR § 26.45 for the RTA:

After calculating a base figure of the relative availability of DBEs, evidence was examined to determine what adjustment was needed to the base figure to arrive at the overall goal. To reflect as accurately as possible, the DBE participation RTA would expect in the absence of discrimination RTA have adjusted its base figure by 0.73%. The data used to determine the adjustment to the base figure was past performance from this data. RTA has adjusted its base figure to: 1.43%

## Attachment 5 - Breakout of Estimated Participation

## Breakout of Estimated Participation

### Race-Neutral & Race Conscious Participation

RTA estimates that, in meeting its overall goal of 1.43%, RTA will obtain 1.43% from race-neutral participation and 0% through race-conscious measures. The following is a summary of the basis of our estimated breakout of race-neutral and race-conscious DBE participation:

- Race conscious participation will be calculated by the number of ODOT certified DBE firms and with the Census data listing to calculate each contract's DBE goal. Due to the lack of DBE certified firms that can perform the contracts, RTA will continue to work closely with minority organizations and ODOT to register new DBE's.
- RTA will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual DBE participation (see 49 CFR § 26.51 (f)) and will track and report race-neutral and race-conscious participation separately. For reporting purposes, race-neutral DBE participation includes, but is not necessarily limited to, the following: DBE participation through a prime contract, DBE participation on a prime contract exceeding a contract goal, and DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

### Transit Vehicle Manufacturers Goals

In accordance with 49 CFR § 26.49, RTA will require each transit vehicle manufacturer (TVM), as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of this section. Alternatively, RTA may, at its discretion and with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the TVM complying with this element of the program.

### Contract Goals

RTA will use contract goals to meet any portion of the overall goal. RTA will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. RTA does not need to establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

RTA will express RTA's contract goals as a percentage of the total amount of a DOT-assisted contract. In order to ensure that its DBE program will be narrowly tailored to overcome the effects of discrimination, if RTA use contract goals RTA will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual DBE participation (see 49 CFR § 26.51(f)) and RTA will track and report race-neutral and race conscious participation separately. For reporting purposes, race-neutral DBE participation includes, but is not necessarily limited to, the following: DBE participation through a prime contract a DBE obtains through customary competitive procurement procedures, DBE participation through a subcontract on a prime contract that does not carry DBE goal, DBE participation on a prime contract exceeding a contract goal, and DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

RTA will maintain data separately on DBE achievements in those contracts with and without contract goals, respectively.

## Attachment 6 - DBE Qualification Form

## 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 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. 21<sup>st</sup> Street, Room 1-C-1  
Oklahoma City, Oklahoma 73105  
(405) 521-6046 Fax: (405) 522-2136

Please print the following information:

Firm Name

Authorized Signature

Title

Date

## Attachment 7 - Notice to Bidder/Offeror

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

Each bidder shall comply with all rules and regulations promulgated by the Federal Transit Administration of the U.S. Department of Transportation (DOT) regarding participation of Disadvantaged Business Enterprises (DBE) in contracting opportunities created by any contract awarded under this solicitation. Each bidder must submit the appropriate, prepared, and signed DBE certification. 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.

Company Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## Attachment 8 - Determination of Good-Faith Effort

## Determination of Good-Faith Effort

Bidder/Proposer/Contractor: \_\_\_\_\_

Vendor Identification Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ e mail: \_\_\_\_\_

In making a determination that a Good Faith Effort has been made, RTA requires the Bidder/Proposer to complete a checklist and submit supporting documentation explaining in what ways the Bidder/Proposer has made a Good Faith Effort according to each requirement with a copy of notice, or solicitation or letter of justification. The Bidder/Proposer will respond to the following and provide supporting documentation as requested.

Please answer “yes” or “no.” Were you able to meet the Contract Goal in selecting Small Businesses or Disadvantaged Businesses as part of your bid or proposal submission? **Yes**\_\_\_ **No**\_\_\_

If you answered “yes,” you are not required to answer the remaining questions below. If you answered “no,” please respond as requested below.

**In an effort to document my Good Faith Efforts to meet the Contract Goals regarding Small Business or Disadvantaged Business participation, I am able to present evidence of:**

**Yes**\_\_\_ **No**\_\_\_ Attendance at a pre bid meeting, if any, scheduled by RTA to inform SBEs and DBEs of subcontracting opportunities under a given solicitation.

**Yes**\_\_\_ **No**\_\_\_ Review of the list of ODOT-certified firms and RTA data bank to determine potential subcontractors.

**Yes**\_\_\_ **No**\_\_\_ Advertisement in general circulation media, trade association publications, and other media for at least 15 days before bids or proposals are due.

**Yes**\_\_\_ **No**\_\_\_ Written notification to SBEs/DBEs that their interest in the contract is solicited. The notice included a description of the subcontracting opportunities and identified the contact person within my office. The notice was sent to at least five (5) businesses in the current directory of certified SBE and DBE entities that perform the type of work required.

**Yes**\_\_\_ **No**\_\_\_ Efforts made to select portions of the work proposed to be performed by SBEs/DBEs in order to increase the likelihood of achieving the stated goal and, to the extent feasible and consistent with prudent industry practice, efforts to divide the contract work in reasonable lots.

**Yes**\_\_\_ **No**\_\_\_ Efforts to provide interested SBEs or DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to the solicitation.

**Yes\_\_\_ No\_\_\_** Negotiating in good faith with interested with SBEs or DBEs, including:

- a) DBEs that were contacted;
- b) A description of the information provided to SBEs or DBEs regarding the plans and specifications for portions of the work to be performed; and
- c) A statement of why additional agreements with SBEs and DBEs were not reached.

**Yes\_\_\_ No\_\_\_** Not rejecting SBEs or DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. Concerning each Small Business or Disadvantaged Business the Bidder/Proposer contacted but rejected as unqualified, the reasons for the Bidder/Proposer's exclusion.

**Yes\_\_\_ No\_\_\_** Efforts made to assist the Small Businesses or Disadvantaged Business contacted that needed assistance in obtaining bonding or insurance required by the Bidder/Proposer or RTA.

**Yes\_\_\_ No\_\_\_** Efforts made to assist interested SBEs and DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

**Yes\_\_\_ No\_\_\_** Efforts made to utilize the services of available small business and/or disadvantage business organizations that provide assistance in the recruitment and placement of SBEs and DBEs.

**NOTE:** If the prime contractor is unable to meet the solicitation goal or if any of the above items are answered "no," the Bidder/Proposer/Contractor must attach supporting documentation or a letter of justification. The attachments submitted by the Bidder/Proposer/Contractor will be reviewed by RTA and a written notice of acceptance or deficiency of Good-Faith effort will be issued. This form is due at time of bid submission.

Signature of Bidder/Contractor: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment 9 - Assurance of Contract Provisions Flow-Down Certification

## Assurance of Contract Provisions Flow-Down Certification

Prime contractors must certify the flow-down of the following contract provisions to sub-contractors:

### **A) 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 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.

49 CFR §§ 26.13, 26.53.

### **B) Prompt Payment and Return of Retainage**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from RTA. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the RTA Executive Director. This clause applies to both DBE and non-DBE subcontractors.

49 CFR 26.29.

### **C) Hearing in Response to Untimely Payment**

Should payment not be rendered in a timely manner, RTA shall hold an informal hearing where the contractor and subcontractor meet with representatives from RTA. After hearing from both parties, a decision will be rendered within five days detailing the consequences/sanctions which shall be consistent with the non-compliant issue, which could, if warranted, include termination for default or convenience.

### **D) Consent to Termination**

The prime contractor shall not terminate a DBE subcontractor participating in the contract without the prior written consent of RTA. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall use the specific DBEs listed to perform the work and supply the materials for which each is listed and shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE, without the prior written consent of RTA.



I hereby certify that I have read all of the above contract provisions and will make sure it flows down to all subcontractors in accordance with contractual arrangements with them.

Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## Attachment 10 - Small Business Participation Plan

# Small Business Participation Plan

## Fostering Small Business Participation

RTA is proposing a Small Business Enterprise (SBE) Program to foster small business participation in a variety of its projects once it receives direct recipient status with FTA. The program will follow Federal Transit Administration (FTA) guidelines. RTA's SBE Program is a part of RTA's Disadvantaged Business Enterprise (DBE) Program and scheduled to be incorporated into RTA's procurement system once approved by FTA. Thereafter, RTA will update its procurement documents and conduct outreach activities to small business.

It is RTA's intent that small businesses participate in its SBE Program (DBEs and non-DBEs alike) and each is subject to the same size standards and, consequently, compete with similarly-sized businesses. RTA offers several projects which are below \$1,000,000 that may encourage participation from small businesses.

49 CFR § 26.39.

## Definitions

RTA adopts the definitions contained in 49 CFR § 26.5 and 13 CFR Part 121 for this SBE Program.

## Eligibility

To be eligible for the RTA's SBE Program, a firm must:

1. Be an existing small business, as defined by Small Business Administration (SBA) standards in 13 CFR Part 121, appropriate to the type of work the firm seeks to perform in DOT-assisted contracts; and
2. Have had average annual gross receipts, as defined by the SBA, in accordance with 13 CFR 121.104, over the firm's previous three fiscal years, in an amount less than the current DBE annual gross receipts cap found in 49 CFR § 26.65, currently \$26.29 million.

For information on SBA size standards, how size standards are determined, and size protest appeals, visit <https://www.sba.gov/federal-contracting/contracting-guide/size-standards>. See also 13 CFR Part 121.

49 CFR § 26.65.

## Objective

RTA seeks to implement this SBE Program into its current DBE Program in accordance with applicable law. RTA is including this element to facilitate competition and expand opportunities for small businesses. RTA is committed to taking all reasonable steps to eliminate obstacles to small businesses that may preclude their participation in procurements as prime contractors or subcontractors.

RTA's SBE Program is a race-neutral program for projects funded by the FTA. The following strategies will be implemented:

1. Set-asides – Where feasible, RTA will establish a percentage of the total value of all prime contract and subcontract awards to be set aside for participation by small businesses on contracts funded by DOT. A “set-aside” is the reserving of a contract or a portion of a contract exclusively for participation by small businesses. This requires that the RTA and its prime contractors/consultants set aside a portion of the value of each contract for participation by small businesses. A small business set-aside is open to all small businesses regardless of the owner’s gender, race, or geographic location. The project manager and RTA’s DBE Liaison Officer will review DOT-funded purchases and contracts to assess the small business opportunities, considering the size and scope of each purchase or contract to establish the set aside portion of the value of each contract for participation by small businesses. This set-aside is in addition to the DBE contract goals which may be required pursuant to applicable law or policy. If a set-aside is not established on a DOT-funded contract, the project manager and DBE Liaison Officer will document why a small business set-aside is inappropriate.
2. Unbundling – RTA, where feasible, will continue to “unbundle” projects or separate large contracts into smaller contracts which may be more suitable for small business participation. RTA will continue to review DOT-funded solicitations to determine whether portions of the project could be “unbundled” or bid separately. Similarly, RTA will encourage its prime contractors or prime consultants to unbundle contracts to facilitate participation by small businesses.
3. Business Development Opportunities – RTA works closely with the Oklahoma Department of Transportation (ODOT), metropolitan minority/women organizations, and local agencies to coordinate outreach activities to assist DBEs in accessing Prime Contractors and to educate small and minority businesses on how to do business with RTA and notify them of any upcoming opportunities. Information pertaining to available services from Oklahoma City area minority-owned financial institutions will be made available at outreach activities and at pre-bid conferences when appropriate.
4. RTA electronically communicates bid proposals to minority/small business community organizations, trade organizations, area Chambers of Commerce, and known DBE firms on its bidder’s list and those found in the ODOT database.
5. RTA encourages prime contractors to subcontract portions of work normally done by their own forces when subcontractors submit a lower quote.
6. RTA selects solicitations, times for the presentation of bids, quantities and specifications, and delivery schedules to facilitate small business participation.
7. RTA circulates a pamphlet to SBEs at outreach activities that discloses upcoming contracting opportunities.
8. To monitor the success of the RTAs SBE Program, RTA will count SBE participation in DOT-assisted contracts, following the general methodology outlined in 49 CFR § 26.55.

49 CFR § 26.39.

## DBE Certification

For the purposes of RTAs SBE Program, small businesses which are also owned and controlled by socially disadvantaged individuals will be encouraged to seek DBE certification if not already certified. Only DBE-certified firms will be counted towards DBE race-neutral participation on DOT-assisted contracts.

## Outreach Efforts

RTA is committed to minimizing the barriers to participation in RTA contracts to all small business concerns. To provide support to the small business concerns, RTA will:

1. Promote small business opportunities at public events hosted by community organizations advocating small and minority businesses.
2. Notify small businesses of upcoming bid opportunities through postings on its website and email blasts to known small business concerns, area chambers of commerce and community organizations.
3. Partner with other ODOT, City of Oklahoma City, City of Edmond, and City of Norman partners in their small business programs to maximize available personnel and resources.

## Implementation Schedule

RTA will amend and incorporate this SBE into its DBE Program within nine (9) months after approval of the element by the FTA.

## Assurances

RTA makes the following assurances:

1. RTA's DBE Program, including its SBE Program, is not prohibited by state law.
2. Certified DBEs that meet the size criteria established under the DBE Program are presumptively eligible to participate in RTAs SBE Program.
3. There are no geographic or local preferences or limitations imposed on DOT-assisted contracts and RTAs DBE Program is open to small businesses regardless of their location.
4. There are no limits on the number of contracts awarded to firms participating in RTAs DBE Program.
5. Reasonable effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses.
6. Aggressive steps will be taken to encourage those minority and women-owned firms participating in RTAs SBE Program that are eligible for DBE certification to become certified.

  
\_\_\_\_\_  
Jason Ferbrache, Executive Director

July 19, 2023

## Attachment 11 - Regulations: 49 CFR Part 26

## Regulations: 49 CFR Part 26

49 CFR Part 26 may be found at the following link:

<https://www.ecfr.gov/current/title-49/subtitle-A/part-26>

Requests for hard copies



**Code of Federal Regulations**  
A point in time eCFR system



The RTA's EEO Plan ensures all segments of the public have an equal opportunity to participate in employment and business opportunities with the RTA and to work in an environment free of unlawful barriers to opportunities based race, color, religion, age, sex (including gender identity, sexual orientation, and pregnancy), age, genetic information, disability, veteran status, or other protected classes.

## RTA Equal Employment Opportunity Plan

2023

---



## Table of Contents

Introduction .....	1
Applicability.....	1
Policy Statement .....	2
Dissemination .....	3
Internal Dissemination .....	3
External Dissemination .....	3
Designation of Personnel Responsibility.....	3
Assessment of Employment Practices .....	4
Monitoring and Reporting Plan.....	4

## Attachments

Attachment A - RTA Organizational Chart

Attachment B - List of Monitored Subrecipients and Contractors

Attachment C - Proof of Review of Subrecipient/Contractor EEO Program

## Introduction

The Regional Transportation Authority of Central Oklahoma (RTA) is a public trust created pursuant to Title 60 O.S. § 176 et seq., as authorized by Title 68 OS §1370.7, for the purpose of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the RTA. The RTA was established in 2019. The Cities of Oklahoma City, Edmond, and Norman (Member Cities) are the beneficiaries of the RTA.

The RTA is governed by a Board of Directors, a seven-member group that directs the activities and initiatives of the RTA. To assure regional representation, each Member City appoints two directors, except for Oklahoma City, which, based on population and taxation, appoints three. The Chairman of the RTA is elected from among the appointed members.

The RTA is currently supported by an Interim Executive Director who oversees administrative services, and an Owner's Representative who supervises and directs consultants providing services to the RTA. See Attachment A for the RTA organizational chart.

The RTA currently has multiple alignments under study and anticipates the RTA Board will adopt one or more locally preferred alternatives to provide commuter, light rail, and/or BRT services in the Central Oklahoma Region. The RTA anticipates receiving voter approval for a stable and reliable source of local funds in the next 2-3 years and is initiating the New Recipient Process at this time in anticipation of advancing the eligibility of the RTA to become a direct recipient of FTA program funds. Significant planning and milestones must be achieved before the RTA begins providing transportation services.

## Applicability

The RTA does not currently have any employees and is not otherwise required to submit an Equal Employment Opportunity (EEO) Program to the FTA. Nonetheless, in anticipation of the RTA receiving a stable and reliable source of local funds to support the hiring of RTA staff, the RTA has prepared this abbreviated EEO Plan.

As an abbreviated EEO Plan, the RTA is not required to conduct a utilization analysis with goals and timetables or to submit this Plan to the FTA every four years. The RTA is required to provide its EEO Plan to the FTA upon request.

## Policy Statement

### Equal Employment Opportunity

The RTA has a strong commitment to the community we serve and our employees. As an equal opportunity employer, we strive to have a workforce that reflects the community we serve. No person is unlawfully excluded from employment opportunities based on race, color, religion, national origin, sex (including gender identity, sexual orientation, and pregnancy), age, genetic information, disability, veteran status, or other protected class.

This policy applies to all employment actions, including but not limited to, recruitment, hiring, selection for training, promotion, transfer, demotion, layoff, termination, rates of pay or other forms of compensation.

All applicants and employees have the right to file complaints alleging discrimination. Retaliation against an individual who files a charge or complaint of discrimination, participates in an employment discrimination proceeding (such as an investigation or lawsuit), or otherwise engages in protected activity is strictly prohibited and will not be tolerated.

The RTA is committed to providing reasonable accommodations to applicants and employees who need them because of a disability or to practice or observe their religion, absent undue hardship.

As the RTA's Interim Executive Director, I maintain overall responsibility and accountability for the RTA's compliance with its EEO Policy and Program. To ensure day-to-day management, including program preparation, monitoring, and complaint investigation, I have appointed \_\_\_\_\_ as the RTA's EEO Officer. \_\_\_\_\_ will report directly to me and acts with my authority with all levels of management, labor unions, and employees.

All of the RTA's management and supervisory personnel, however, share in the responsibility for implementing and monitoring the RTA's EEO Policy and Program within their respective areas and will be assigned specific tasks to ensure compliance is achieved. The RTA will evaluate its managers' and supervisors' performance on their successful implementation of the RTA's policies and procedures, in the same way the RTA assesses their performance regarding other agency's goals.

The RTA is committed to undertaking and developing a written nondiscrimination program that sets forth the policies, practices and procedures, with goals and timetables, to which the RTA is committed and make the EEO Program available for inspection by any employee or applicant for employment upon request.

I am personally committed to a workplace that acts upon its daily responsibility to treat all applicants and employees with dignity and respect, as well as equitably under the guidelines of our EEO Policy and Program.

  
\_\_\_\_\_  
Jason Ferbrache, Executive Director

July 19, 2023

## Dissemination

### Internal Dissemination

The RTA is committed to making sure employees are aware of their rights concerning discrimination policies. Supervisors and managers are responsible for familiarizing themselves with these policies and communicating them to their subordinates. Listed below are the element of the RTA's plan for dissemination of the EEO Plan and related policies throughout the RTA.

- The RTA's EEO Policy Statement will be posted in all RTA facilities.
- A copy of the EEO Plan will be available electronically to all employees via the company's employee self-service portal.
- The EEO Plan will be reviewed during new employee orientation and a signed acknowledgment and understanding of the EEO Policy Statement will be required from each employee.
- The Employee Handbook will include an EEO statement, which will be distributed to and signed by all new employees.
- All new employees will receive during their onboarding process and annually thereafter, training on discrimination, harassment, and EEO policies.

### External Dissemination

- The RTA will disseminate its EEO Policy to recruitment entities when there is outreach or advertising.
- All recruitment ads will state the RTA "is an equal opportunity employer."
- The RTA's EEO Policy and Plan will be made available on the RTA website at [www.rtaok.org](http://www.rtaok.org).

## Designation of Personnel Responsibility

The RTA has an EEO Officer who is responsible for implementing, monitoring, and administering the RTA's EEO Program and ensuring compliance with equal employment opportunity laws and regulations. Responsibilities include, but are not limited to:

- Developing and recommending EEO policy, a written EEO Plan, and internal and external communication procedures;
- Collecting and analyzing employment data, and assisting management in identifying problem areas, setting goals and timetables, and developing programs to achieve goals;
- Designing, implementing, and monitoring internal audit and reporting systems to measure plan effectiveness and to determine where progress has been made and where proactive action is needed;
- Reviewing employment practices and policies (e.g., hiring, promotions, training), complaint policies, reasonable accommodation policies, performance evaluations, grievance procedures, and union agreements to ensure compliance with the EEO Plan.
- Maintaining awareness of current EEO laws and regulations and ensuring the laws and regulations affecting nondiscrimination are disseminated to responsible officials.
- Investigating complaints of EEO discrimination.

The EEO Officer reports directly to the Executive Director and acts with the director's authority with all levels of management, labor unions, and employees on EEO matters.

The RTA's EEO Officer may be contacted at:

RTA  
Attn: EEO Officer  
2000 S. May Ave.  
Oklahoma City, OK 73108  
(405) 297-1331  
[info@rtaok.org](mailto:info@rtaok.org)

All of the RTA's management and supervisory personnel, however, share in the responsibility for implementing and monitoring the RTA's EEO Policy and Program within their respective areas and will be assigned specific tasks to ensure compliance is achieved. The RTA will evaluate its managers' and supervisors' performance on their successful implementation of the RTA's policies and procedures, in the same way the RTA assesses their performance regarding other agency's goals.

## Assessment of Employment Practices

At the beginning of each calendar year, the EEO Officer will conduct an analysis of the hiring and employment practices for the prior year. The EEO Officer will identify and correct the causes of underutilization and concentration of minorities and women in the RTA.

Also, at the beginning of each calendar year, the EEO Officer will prepare a report for the RTA Board of Directors. The report will provide an overview of the status of the program, including the accomplishments, observations, challenges, adverse impact analysis of employment actions, underutilization and concentration analysis with proposed corrective actions (if any), and a work plan for the upcoming year. This report will also include a summary of all complaints of alleged discriminatory or retaliatory acts and the results of the subsequent investigation of the complaint.

## Monitoring and Reporting Plan

The RTA is committed to establishing an effective and workable internal monitoring and reporting system to:

- Assess the results of action plans taken since the last EEO Plan submission;
- Enable the RTA to evaluate its EEO Program during the year and to take any necessary corrective action regarding the development and execution of programs, goals, and timetables on at least a semiannual basis; and
- Produce documentation that supports actions to implement the plan for minority and female job applicants or employees and informs management of the plan's effectiveness.

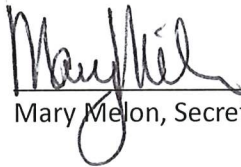
The EEO Officer will maintain a list of subrecipients and contractors the RTA is monitoring and the services they provide. See Attachment B for a list of the RTA's monitored subrecipients and contractors. See Attachment C for proof of a review of a subrecipients or contractors' EEO program.

The EEO Officer will complete an annual review and evaluation of the RTA's EEO Plan and activities, including an analysis of trends in the workplace, hiring, promotions, disciplinary actions, and

termination. The EEO Officer will also prepare annually a summary of any complaints of alleged discriminatory or retaliatory acts by businesses seeking opportunities to participate in a project, program, or activity. The EEO Officer will provide a summary of findings to the RTA Board of Directors.

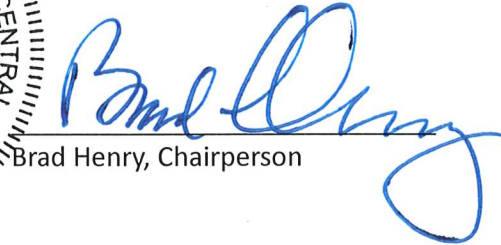
APPROVED by the Board of Directors of the Regional Transportation Authority of Central Oklahoma and signed by the Chairperson on this 19th day of July, 2023.

ATTEST:

  
Mary Melon, Secretary



Regional Transportation Authority  
of Central Oklahoma

  
Brad Henry, Chairperson

Reviewed for form and legality.

  
Josh Minner,  
Assistant Municipal Counselor

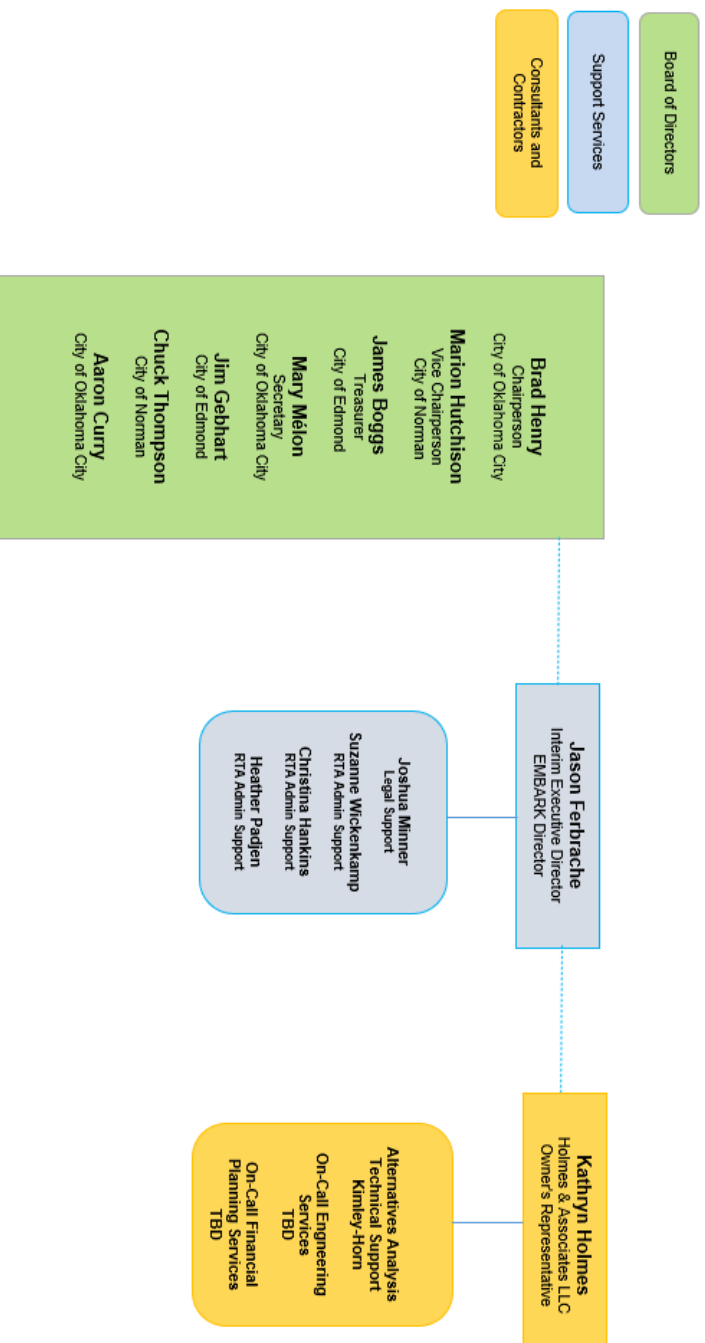
## Attachment A - RTA Organizational Chart





**Organization Chart**  
Updated April 26, 2023

Updated April 26, 2023



## Attachment B – List of Monitored Subrecipients and Contractors

## List of Monitored Subrecipients and Contractors

[illegible]

Attachment C - Proof of Review of Subrecipient/Contractor EEO  
Program

[insert proof of a review of a subrecipients or contractors' EEO program (e.g., letter or memo to the subrecipient/contractor)]



TO: Chairman and Board of Directors

FROM: Interim Executive Director

Consider approving a Professional Services Agreement with PFM Financial Advisors LLC to provide on-call financial planning services, cost not to exceed \$100,000 annually, July 19, 2023 through June 30, 2026.

**Background** At the April 15, 2022, meeting of the Regional Transportation Authority of Central Oklahoma (RTA), the board authorized the Interim Executive Director to release the request for proposal (RFP) for financial planning consulting services (RTA 23-002).

The Interim Executive Director issued the RFP, legally advertising the solicitation in the Journal Record on May 1, 2023, and on May 8, 2023.

The pre-proposal meeting was held on May 16, 2023. Proposals were due on June 7, 2023.

The RTA received only one letter of interest from firms requesting consideration. The RTA determined there was adequate competition despite receiving only one proposal. The sole proposer, PFM Financial Advisors LLC (PFM), meets all the criteria requested in the RFP. On June 22, 2023, the RTA Board of Directors waived consultant selection procedures and authorized RTA staff to begin negotiations with PFM.

The RTA successfully negotiated an agreeable three-year contract with PFM.

Recommendation: Approve the Professional Services Agreement.

Reviewed by:



Jason Ferbrache  
Interim Executive Director

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is entered into by and between PFM Financial Advisors LLC (“PFM”), and the Regional Transportation Authority of Central Oklahoma, a regional transit authority and public trust organized under the laws of the State of Oklahoma (“RTA”), each a “Party” and collectively the “Parties.”

### RECITALS:

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

WHEREAS, on April 15, 2023, the RTA prepared and authorized the release of a Request for Proposal (“RFP”), provided in Attachment D (Request for Proposals) hereto, seeking a Professional Services Agreement for on-call financial planning services for the RTA; and

WHEREAS, the RTA advertised the RFP in the Journal Record on May 1, 2023, and on May 8, 2023, and a pre-proposal meeting was held on May 16, 2023; and

WHEREAS, on June 7, 2023, the day proposals were due, the RTA had received only one proposal in response to its RFP and said proposal was from PFM, provided in Attachment E (PFM’s Proposal) hereto; and

WHEREAS, thereafter the RTA determined that there was adequate competition despite receiving only one proposal; and

WHEREAS, PFM represented itself, in its response as an expert in the field of financial planning services, with skilled professionals willing, able, and capable of timely providing the services requested and required by RTA in the RFP; and

WHEREAS, on June 22, 2023, the RTA waived its consultant selection procedures and authorized RTA staff to begin negotiating a contract with PFM; and

WHEREAS, the Parties have negotiated and desire to enter into this Agreement.

NOW, THEREFORE, the Parties hereby mutually agree as follows:

### Article 1 | PURPOSE AND SCOPE OF AGREEMENT

**1.1 Purpose.** The purpose of this Agreement is for PFM to provide the RTA with the Services and Deliverables, provided in Attachment A hereto, in accordance with the Terms and Conditions of this Agreement.

## 1.2 Scope of Agreement.

- A. This document, together with the following attachments, represents the entire and integrated Agreement between the Parties and supersedes all prior negotiations, representations, and agreements, either written or oral.
- B. The following attachments are incorporated in and made a part of this Agreement as if fully set out herein:

- Attachment A (Services and Deliverables)
- Attachment B (Compensation)
- Attachment C (Insurance)
- Attachment D (Request for Proposals)
- Attachment E (PFM's Proposal)
- Attachment F (Federal Terms and Conditions)

- C. Any reference to the Agreement herein shall include all of the above-listed incorporated attachments, unless otherwise expressly provided.
- D. If there is a conflict in the Terms and Conditions between the text of this document and any Terms and Conditions in any attachment, then the Terms and Conditions of this document shall govern and control.
- E. The Terms and Conditions contained in this Agreement shall also govern and control all Final Task Orders issued under this Agreement, unless otherwise specified in a given Final Task Order (if any). If there is a conflict in the Terms and Conditions between the text of this document and the Terms and Conditions in any Final Task Order, then the Terms and Conditions of the Final Task Order shall govern and control.

**1.3 Definitions.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following words, terms and abbreviations shall have the following meanings:

“Final Task Order” shall mean a task order that has been approved in writing by the Owner’s Representative and delivered to PFM by the RTA in response to a Task Order Proposal and that is binding upon the Parties.

“Owner’s Representative” shall mean the designated Owner’s Representative of the RTA, currently Kathryn Holmes of Holmes and Associations LLC pursuant to an agreement with the RTA, dated June 15, 2022, and shall include any designee appointed by said Owner’s Representative, and in the absence of said Owner’s Representative or designee shall mean the then-acting RTA Executive Director.

“RTA Fiscal Year” shall mean the period of time starting from July 1 in any given calendar year to June 30 the following calendar year.



“Services and Deliverables” shall mean services, performances, work, products, deliverables, or solutions promised, warranted, or guaranteed by PFM to be performed under this Agreement.

“Task Order Proposal” shall mean a proposal delivered to the RTA by PFM in response to a Task Order Request that provides Terms and Conditions and Services and Deliverables by which PFM is willing to abide by and perform for the RTAs desired project.

“Task Order Request” shall mean a request delivered to PFM by the RTA that provides notice of a project the RTA desires PFM to perform.

“Terms and Conditions” shall mean any terms, conditions, covenants, warrants, promises, provisions, agreements, standards, or stipulations.

“Work Product” shall mean all work, products, deliverables, documents, data, drawings, maps, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Agreement, whether complete or incomplete.

## **Article 2 | EFFECTIVE DATE, TERM, RENEWAL, AND AMENDMENT**

**2.1 Effective Date and Term.** This Agreement shall become effective upon execution by the last Party hereto (“Effective Date”) and shall be in effect through June 30, 2026, unless sooner terminated pursuant to the provisions of this Agreement.

**2.2 Renewal.** This Agreement is renewable for two (2) successive one-year periods at the sole discretion of the RTA. Should the RTA desire to exercise a renewal option, the RTA will provide written notice of such intent to PFM at least thirty (30) days prior to the expiration of the Agreement.

**2.3 Amendments.** This Agreement may not be modified, amended, altered, or supplemented except by an instrument in writing signed by both Parties hereto.

## **Article 3 | SERVICES**

**3.1 No Work Guaranteed.** PFM acknowledges and agrees that this Agreement does not guarantee any work to PFM.

### **3.2 Task Orders.**

- A. All Services and Deliverables must be authorized by a Final Task Order produced in accordance with this Agreement.

- B. As needed, the RTA may issue Task Order Requests specifically referencing this Agreement, identifying a project the RTA desires to be performed by PFM, setting forth the desired Services and Deliverables, the desired completion date, and any other Terms and Conditions applicable to the desired project.
- C. Upon receipt of the Task Order Request, PFM will respond within ten (10) calendar days, or as otherwise agreed upon by the Parties, by submitting a Task Order Proposal to the RTA. The Task Order Proposal will include at least the following information: an explanation of and approach for the project, a scope of work, project schedule, budget, fees, detailed cost breakdown, and list of key personnel to be involved in the project, and any other information in response to specific requests in the Task Order Request.
- D. Costs associated with the preparation of a Task Order Proposal are not compensable under this Agreement.
- E. Upon receipt of the Task Order Proposal, the RTA will review the proposal and may elect to approve it, reject it, or use it as a basis for further negotiations with PFM.
- F. If the Parties further negotiate a Task Order Proposal, PFM will submit to the RTA a revised and updated Task Order Proposal reflecting the product of the further negotiations.
- G. Task Order Proposals are subject to the approval of the RTA and no Task Order Proposal will become a Final Task Order or be binding upon the RTA until it is approved, in writing, by the RTA.

**3.3 Performance.** PFM will comply with all Terms and Conditions set forth in this Agreement and in any Final Task Order issued under this Agreement. PFM will perform all Services and Deliverables pursuant to this Agreement and any Final Task Order issued under this Agreement in accordance with established deadlines or otherwise in a timely manner.

#### **3.4 Remedy for Inadequate Performance.**

- A. In the event PFM performs Services and Deliverables which do not comply with the Terms and Conditions of this Agreement, PFM shall, upon receipt of written notice and request from the RTA, re-perform the services (at no additional cost to the RTA). If PFM's failure to perform in accordance with this Agreement causes damages to the RTA, PFM shall reimburse the RTA for the damages incurred (which may be charged as an offset to PFM's payment).
- B. PFM will correct, at no cost to the RTA, any and all errors, omissions, or ambiguities in its work product submitted to the RTA, provided the RTA gives notice to PFM.

**3.5 Standard of Care.** In performing its Services and Deliverables pursuant to this Agreement, PFM and its employees, agents, and project team shall exercise the degree of care, skill, and diligence normally exercised by members of PFM's profession performing services of a similar

nature. PFM shall also require its subcontractors (if any) to exercise the degree of care, skill, and diligence normally exercised by members of that subcontractor's profession.

**3.6 Responsibility for PFM Agents.** PFM shall be solely responsible for the acts and omissions of its employees, agents, project team, and subcontractors (if any). PFM shall be solely responsible for ensuring its employees, agents, project team, and subcontractors (if any) understand and perform in accordance with this Agreement. PFM shall be solely responsible for ensuring its employees, agents, project team, and subcontractors (if any) are properly trained, qualified, and managed to perform under this Agreement.

**3.7 Compliance with Laws and Regulations.** In performing its services pursuant to this Agreement, PFM shall comply with all applicable federal, state, and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto. PFM shall obtain all patents, licenses, and any other permissions required to provide all Services and Deliverables pursuant to this Agreement and for use of all Services and Deliverables by the RTA.

**3.8 Warranties.** PFM will provide all applicable express and implied warranties required or provided for by Oklahoma law. This warrant is in addition to any other warranties provided in or applicable to this Agreement.

## **Article 4 | COMPENSATION AND INVOICING**

### **4.1 Compensation for Completed Services.**

- A. PFM shall be compensated by the RTA for Services and Deliverables performed pursuant to the Terms and Conditions of this Agreement and any Final Task Order under this Agreement at the rates provided in Attachment B (Compensation) or as otherwise provided in any given Final Task Order; provided, no compensation shall be due or owing:
  - 1. In the absence of a Final Task Order;
  - 2. In the absence of a properly executed purchase order;
  - 3. For undocumented, incomplete, or unaccepted Services and Deliverables; or
  - 4. In excess of one-hundred thousand dollars (\$100,000) in any RTA Fiscal Year.
- B. In no event will compensation exceed one-hundred thousand dollars (\$100,000) in any RTA Fiscal Year.

**4.2 Reasonable Compensation.** The Parties acknowledge that the compensation rates to be paid PFM for PFM's services pursuant to this Agreement is a reasonable amount for such services.

**4.3 Payable in Oklahoma.** All payments to PFM pursuant to this Agreement shall be due and payable in the State of Oklahoma, even if services of PFM are performed outside the State of Oklahoma.

#### **4.4 Invoicing.**

- A. PFM shall submit invoices to the RTA on a monthly basis for payment in a form specified or approved by the RTA. Such invoices must be received by the RTA no later than the twenty-fifth (25<sup>th</sup>) calendar day of each month. Any invoices received after the twenty-fifth (25<sup>th</sup>) calendar day of the month will be processed in the following accounting period. The amount invoiced shall cover time and materials incurred by PFM in performance of any Final Task Order during the preceding accounting period.
- B. Supporting documentation for all fees and costs contained in an invoice will be submitted with each invoice.
- C. The RTA shall have the right to disapprove specific elements of any invoice. The RTA will provide, in writing, such disapproval to PFM within twenty (20) business days of invoice submittal. Approval by the RTA shall not be unreasonably withheld.
- D. The RTA will pay PFM the undisputed amount of an invoice within sixty (60) days after the receipt of a valid, complete, and properly documented invoice.

### **Article 5 | TERMINATION**

#### **5.1 Termination for Convenience.**

- A. At any time, either Party may terminate this Agreement for convenience upon not less than seven (7) calendar days' written notice to the other Party.
- B. Upon receipt of such notice, both Parties shall immediately discontinue all services and activities (unless otherwise agreed by the Parties).
- C. PFM will promptly send properly documented invoices to the RTA for any Services and Deliverables performed up to the time of notice due compensation pursuant to the Agreement.
- D. The RTA will pay PFM for any unpaid fully performed and acceptable Services and Deliverables up to the time of notice, in accordance with the Terms and Conditions of this Agreement.

#### **5.2 Termination for Cause.**

- A. The RTA may terminate this Agreement for cause if PFM or any of its employees, agents, project team, or subcontractors (if any):
  - 1. Breach any of the Terms and Conditions of this Agreement;
  - 2. Fail or are unable to perform any of their obligations under this Agreement;

3. Engage in fraud or willful misconduct; or
  4. Act in violation of Oklahoma law.
- B. The RTA shall effectuate such termination by delivering to PFM written notice of the termination specifying the basis of the cause.
  - C. Upon receipt of such notice, PFM shall immediately discontinue all services and activities (unless the notice directs otherwise).
  - D. The RTA will pay PFM for all undisputed accrued amounts due and payable for Services and Deliverables already performed and accepted by the RTA prior to the effective termination date. Otherwise, the RTA shall not be required to make any additional payments to PFM whatsoever and the RTA will not have any further obligations to PFM.
  - E. The RTA may hold any outstanding payments for prior completed services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the RTA by reason of PFM's breach or other cause for termination.
  - F. The RTA, in its sole discretion, may provide PFM up to thirty (30) days to cure (i) a breach of any of the Terms and Conditions of this Agreement or (ii) a failure or inability to perform any of its obligations under this Agreement. In such case, the notice of termination will also state the time period in which cure is permitted and any other appropriate conditions. If PFM fails to remedy its breach or non-performance within the period of time allowed, the RTA shall have the right to terminate this Agreement without any further obligation to PFM.

**5.3 Stop Work.** The RTA may require PFM to stop all or any part of PFM's work under this Agreement without cause for up to thirty (30) days upon written notice (identified as a stop work order) to PFM or for any further period as mutually agreed in writing between the Parties. Upon receipt of the stop work order, PFM shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. PFM shall be entitled to an extension of all deadlines missed as a result of the stopped work and all subsequent deadlines for a period equal to the time of the actual stop work period.

**5.4 Terms Surviving Termination and Stop Work.** The provisions of Section 3.8 Warranties, Article 6 Liability and Indemnification, Article 7 Insurance, Section 8.3 Confidentiality, Section 8.4 Trademarks, Section 8.5 Work Product, Section 8.8 Records, and Section 8.18 Owner's Representative Authority, shall survive the expiration and termination of this Agreement and any stop work under this Agreement.

## **Article 6 | LIABILITY AND INDEMNIFICATION**

**6.1 Liability.** PFM shall hold harmless, defend at its own expense, and indemnify the RTA and the RTA's officers, employees, and agents, against any and all liability, claims, losses, damages,

demands, liens, encumbrances, judgments, awards, fines, costs, expenses, settlements, and suits, actions, or proceedings, including reasonable attorney's fees, arising from all negligent, reckless, or intentionally wrongful acts or omissions of PFM or its officers, employees, agents, suppliers, or subcontractors rendering services under this Agreement. However, PFM will not be obligated to indemnify the RTA for claims arising from the sole negligence, recklessness, or intentionally wrongful acts or omissions of the RTA, its officers, employees, and agents.

**6.2 Reimbursement.** PFM shall reimburse the RTA for any expenses or costs the RTA may incur pursuant to the negligent, reckless, or intentionally wrongful acts or omissions of PFM or its officers, employees, agents, suppliers, or subcontractors pursuant to Section 6.1 in this Agreement within thirty (30) calendar days of an appropriate finding of facts, whether by mutual agreement or by a court of law.

**6.3 Relationship to Insurance.** The Terms and Conditions in this Article 6 are not limited or defined by the insurance Terms and Conditions in this Agreement.

**6.4 Notice of Liability.** Each Party shall promptly notify the other Party in writing upon receipt of any liability, claim, or other action described in Section 6.1 of this Agreement.

## Article 7 | INSURANCE

**7.1 Insurance Requirements.** PFM 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 PFM, its officers, employees, agents, or subcontractors.

**7.2 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 PFM's profession, with limit no less than one-million dollars (\$1,000,000) per occurrence (or claim).

### **7.3 Duration of Coverage.**

- A. All insurance required under this Agreement shall be procured and maintained in full force and effect:
  - 1. Prior to and as a condition of approval of this Agreement;
  - 2. For the duration of this Agreement; and
  - 3. Until formal acceptance of all deliverables.
- B. In the event PFM procures and maintains professional liability insurance in the form of “claims-made” coverage, PFM will provide professional liability tail coverage that extends at least two (2) years past the expiration of this Agreement or the formal final acceptance of all deliverables by the RTA, whichever comes later.

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

**7.5 Certifications and Endorsements.** PFM shall provide the 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 the 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.” Said certificates of insurance and endorsement pages are provided in Attachment C (Insurance) hereto.

**7.6 Confirmation Authority.** PFM authorizes the RTA to confirm PFM’s insurance compliance with its insurance agents, brokers, surety, and carriers.

**7.7 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 the 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.

**7.8 Primary.** All insurance coverage of PFM shall be primary to any insurance or self-insurance program carried by the RTA.

**7.9 Deductibles.** All policies must be fully insured with any single policy deductible not exceeding two hundred thousand dollars (\$200,000). All deductibles must be declared on the certificate of insurance. If no deductible is declared, PFM is affirming a deductible does not exist and thus a deductible is not approved or accepted. If PFM’s deductible is different than declared, then the RTA will hold an equal amount from pay claims until the RTA has a retainage sufficient to cover the deductible.

**7.10 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 PFM provides professional liability tail coverage that extends at least two (2)

years past the expiration of this Agreement or the formal final acceptance of all deliverables by the RTA, whichever comes later.

**7.11 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.

**7.12 Subrogation Waived.** PFM hereby grants to the RTA a waiver of any right to subrogation which any insurer, except for Professional Liability, of said PFM may acquire against the RTA by virtue of the payment of any loss under such insurance.

**7.13 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.

**7.14 Change or Cancellation.**

- A. PFM shall provide actual prior notice to the 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 PFM has prior to such change, reduction, lapse, suspension, cancellation, or termination, provided a certificate of insurance and endorsement pages evidencing PFM 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, the 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, PFM shall be fully responsible and liable for and the RTA may at its option withhold payment otherwise due PFM to pay any claim by the 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.



## Article 8 | OTHER TERMS

**8.1 Non-Discrimination.** PFM shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, age, disability, religion, or sex (including pregnancy, sexual orientation, and gender identity), including, without limitation, with regard to employment, promotion, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. PFM will post such notice in a conspicuous place available to employees and applicants. PFM will also require these same non-discrimination terms in any subcontracts associated with this Agreement.

**8.2 Independent Contractor Status.** PFM is an independent contractor and will act exclusively as an independent contractor. PFM is not an agent or employee of the RTA. The Parties do not intend, and will not hold out, that there exists any agency, partnership, corporation, joint venture, association, undertaking for profit, or other form of employment relationship among the parties, other than that of an independent contractor relationship. The RTA will not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to PFM or its officers, employees, agents, or subcontractors. Any such taxes, if due, are the responsibilities of PFM and will not be charged to the RTA.

### **8.3 Confidentiality.**

- A. The Parties acknowledge that in the course of performing this Agreement, each Party may provide the other with confidential information, including, but not limited to, information relating to employees, customers, security, marketing plans, business strategies, or security. During the term of this Agreement, and thereafter, neither Party, nor their officers, employees, agents, or subcontractors, shall disclose to any third parties any confidential information obtained by the other Party, without prior written consent of the other Party. The foregoing shall not apply to any information that is publicly available or required to be disclosed by law.
- B. PFM acknowledges that the RTA is a public body subject to open record and open meeting regulations and generally posts its business documents on a public website and that this Agreement may be subject to such posting.

**8.4 Trademarks.** Neither Party shall use or release the trademark, logos, service marks, or commercial symbols of the other Party without first having obtained written permission from the other Party.

## **8.5 Work Product.**

- A. Unless otherwise directed by the RTA in writing, PFM shall deliver in a timely manner to the RTA all Work Product:
  - 1. At the completion of PFM's Services and Deliverables
  - 2. Upon request from the RTA; and
  - 3. Upon termination of this Agreement, whether for convenience or cause.
- B. PFM may keep copies of all Work Product.
- C. No Work Product given to or collected, prepared, or assembled by PFM pursuant to this Agreement shall be made available to any individual or organization outside of PFM by PFM without the prior approval of the RTA, except as required by law.

**8.6 Right to Request Status Reports.** PFM shall, at such time and in such form as the RTA may require, furnish reports concerning the status of any Services and Deliverables under this Agreement.

**8.7 Right to Audit.** PFM shall provide sufficient access to the RTA and its authorized representatives to inspect and audit records and information related to the performance of this Agreement as reasonably may be required.

## **8.8 Records.**

- A. PFM will maintain complete and accurate records in sufficient detail to permit evaluation of its performance under this Agreement with respect to its:
  - 1. Work Product; and
  - 2. Costs, expenses, receipts, and other such information.
- B. PFM will:
  - 1. Maintain said records in accordance with generally accepted accounting principles;
  - 2. Keep said records for a period of at least five (5) years after expiration or termination of this Agreement; and
  - 3. Make said records available in a timely manner upon the request of the RTA until the expiration of the five (5) years.
- C. If supplemental examination or audit of records is necessary due to concerns raised by the RTA's preliminary examination or audit of records, and the RTA's supplemental examination or audit of the records ultimately 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 the RTA for all reasonable costs and expenses associated with the supplemental examination or audit.

**8.9 Notice.** Any notice, request, demand, invoicing, or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if hand delivered, e-mailed (upon confirmation of receipt), or if sent by certified mail (upon the sooner of the expiration of three (3) days after deposit in United States post office facilities properly addressed with first class postage prepaid or acknowledgment of receipt) to the contacts set forth below or to such other addresses or persons as such Party may designate by notice to the other Party hereunder:

To PFM:

PFM Financial Advisors LLC  
Attn: Dennis Waley  
111 Congress Avenue, Suite 2150  
Austin, TX 78701  
Telephone: (512) 614-5323  
Email: waleyd@pfm.com

and

PFM Financial Advisors LLC  
Attn: Blake Roberts  
111 Congress Avenue, Suite 2150  
Austin, TX 78701  
Telephone: (512) 614-5323  
Email: robertsb@pfm.com

To RTA:

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

and

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

and

Municipal Counselor's Office  
Attn: Joshua Minner  
200 N Walker Ave., Fourth Floor  
Oklahoma City, OK 73102  
Telephone: (405) 297-3926  
Email: joshua.minner@okc.gov

**8.10 Assignability.** Neither Party shall transfer, assign, pledge or sell this Agreement to any person or organization without written approval of the other Party.

**8.11 Severability.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

**8.12 Governing Law and Venue.** The Parties expressly agree that this Agreement shall be construed and interpreted in accordance with and subject to the laws of the state of Oklahoma. Venue for all legal proceedings arising out of this Agreement shall be in the state or federal court with competent jurisdiction in Oklahoma County, Oklahoma.

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

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

**8.15 Time is of Essence.** The Parties agree that time is of the essence with respect to this Agreement, and the time for performance of each task shall be made a part of the Agreement.

**8.16 Strict Performance.** The failure of any Party hereto to insist, in any one or more instances, upon the strict performance of any of the Terms and Conditions of this Agreement shall not be construed as a waiver or relinquishment of any such Terms and Conditions.

**8.17 Reservation of Rights.** The rights granted to or reserved by RTA in this Agreement are cumulative of every other right or remedy which RTA might otherwise have at law or in equity or under this Agreement and the exercise of one or more rights or remedies will not prejudice the concurrent or subsequent exercise of other rights or remedies.

## **8.18 Owner's Representative Authority.**

- A. The Owner's Representative shall have the authority to administer this Agreement on behalf of the RTA.
- B. Said authority shall include, but is not limited to, the authority to, consistent with the provisions in this Agreement:
  - 1. Issue Task Order Requests, approve, deny, or use as a basis for further negotiation all Task Order Proposals, and approve and issue Final Task Orders;
  - 2. Receive invoices, disapprove invoices or elements therein, and approve invoices;
  - 3. Approve and issue payment for approved charges on invoices;
  - 4. Provide notices pursuant to and carry out the termination provisions of Article 5 in this Agreement;
  - 5. Accept, approve, and consent to assignments of this Agreement;
  - 6. Exercise renewal options; and
  - 7. Amend this Agreement, provided such amendment does not result in additional cost to the RTA.

## **Article 9 | FEDERAL TERMS AND CONDITIONS**

PFM shall comply with all federal laws, regulations, requirements, terms, and conditions provided in Attachment F (Federal Terms and Conditions) hereto.

## **Article 10 | REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES**

- 10.1 PFM is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If RTA has designated PFM as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), then services provided pursuant to such designation shall be the services described in Attachment A hereto, subject to any agreed upon limitations. Verification of independence (as is required under the IRMA exemption) shall be the responsibility of such third party seeking to rely on such IRMA exemption. PFM shall have the right to review and approve in advance any representation of PFM's role as IRMA to RTA.

MSRB Rules require that municipal advisors make written disclosures to their clients of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in PFM's Disclosure Statement delivered to RTA prior to or together with this Agreement.


- 10.2 All information, data, reports, and records in the possession of RTA or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to PFM. PFM may rely on the Data in connection with its provision of the services under this Agreement and the provider thereof shall remain solely responsible for the adequacy, accuracy and completeness of such Data.

APPROVED by PFM Financial Advisors LLC this 12th day of July, 2023.

I, Dennis Waley, Managing Director, of PFM Financial Advisors LLC, intend all promises in this writing to be valid and legally enforceable and represent and warrant that I have authority to bind PFM Financial Advisors LLC to this Agreement.

PFM Financial Advisors LLC

By:

  
Signature  
Dennis Waley  
Print Name  
Managing Director  
Title

STATE OF Texas )  
COUNTY OF Travis ) SS.

Signed and sworn to before me this 18 day of July, 2023, by  
Dennis Waley.

  
Notary

128700495  
Commission Number

8/12/2023  
Commission Expiration



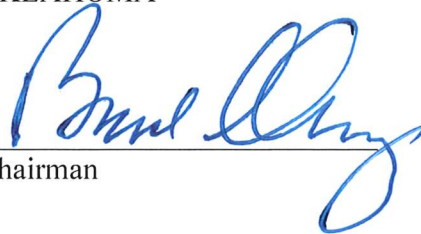
APPROVED by the Directors of the Regional Transportation Authority of Central Oklahoma and signed by the Chairperson on this 19<sup>th</sup> day of July, 2023.

ATTEST:

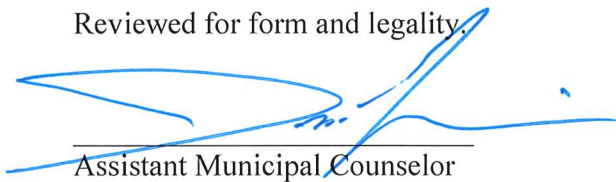
  
Secretary



REGIONAL TRANSPORTATION  
AUTHORITY OF CENTRAL  
OKLAHOMA

  
Chairman

Reviewed for form and legality.

  
Assistant Municipal Counselor

## **ATTACHMENT A**

### **Services and Deliverables**

PFM will provide the RTA with financial planning services, to include, but not limited to the following:

- Develop and maintain short-term and long-range financial plans;
- Oversee execution of capital project debt financings;
- Perform revenue adequacy evaluations;
- Provide economic evaluations;
- 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 policies of the RTA; and
- Provide all financing planning services as requested.

Said services will be performed on a task order basis in accordance with the Terms and Conditions of this Agreement.

Upon the request of RTA, an affiliate of PFM or a third party referred or otherwise introduced by PFM may agree to additional services to be provided by such affiliate or third party, by a separate writing, including separate scope and compensation, between RTA and such affiliate or third party. For the sake of clarity, any separate agreement between RTA and an affiliate of PFM or any third party referred or introduced by PFM shall not in any way be deemed an amendment or modification of this Agreement.



## ATTACHMENT B

### Compensation

For the services described, PFM's professional fees and expenses shall be paid as follows:

1. For services related to financial planning, policy development and financial analysis, PFM shall receive hourly rates as listed below. Fees for support staff are included in the hourly rates for professionals. Services will be billed monthly.

Services not directly associated with the issuance of debt would be billable at the hourly rates immediately following this paragraph. Any fee not directly associated with the issuance of debt would be agreed upon in advance. These fees would remain in effect per the terms of a final agreement with the Authority.

#### **Experience Level Hourly Rate**

<b>Experience Level</b>	<b>Hourly Rate</b>
Managing Director	\$350/Hour
Director	\$325/Hour
Senior Managing Consultant	\$300/Hour
Senior Analyst/Analyst	\$275/Hour

2. For services related to the issuance of Bonds, PFM will be paid a fee at closing of a transaction OR a fee to be agreed upon between Client and PFM in connection with the circumstances of each transaction based on the following bond schedules:

<b>Bond Financings</b>					
Base Fee - \$15,000					
					<b>Par</b>
Plus	\$ 1.25	per	\$1,000	up to	\$ 10,000,000
Plus	\$ 0.90	per	1,000	next	15,000,000
Plus	\$ 0.65	per	1,000	next	25,000,000
Plus	\$ 0.50	per	1,000	on	

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary costs and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by PFM. Appropriate documentation and third-party receipts will be provided with each invoice.

**ATTACHMENT C**  
**Insurance**

Attached behind this page is a certificate of insurance and any endorsements provided by PFM evidencing compliance with the insurance Terms and Conditions of this Agreement.

**ATTACHMENT D**  
**Request for Proposals**

Attached behind this page is a copy of RTA's RFP that led to this Agreement, including any addenda thereto.



**Regional Transportation Authority  
of Central Oklahoma**

## **REQUEST FOR PROPOSALS (RFP)**

### **FINANCIAL PLANNING CONSULTING SERVICES**

**RELEASE DATE:**

May 1, 2023

TABLE OF CONTENTS

**FINANCIAL PLANNING CONSULTING SERVICES..... 1**

I. INTRODUCTION..... 3

II. BACKGROUND ..... 3

III. SCOPE OF SERVICES ..... 4

IV. PROPOSAL FORMAT ..... 5

V. SELECTION PROCESS ..... 6

VI. PROPOSAL INSTRUCTIONS AND GUIDELINES..... 6

VII. ANTICIPATED TIMELINE ..... 7

VIII. CONSULTANT REQUIREMENTS ..... 8

IX. RTA RIGHTS ..... 9

X. EXHIBITS ..... 9

ATTACHMENT A.....**31**

ATTACHMENT B.....**47**

ATTACHMENT C.....**Error! Bookmark not defined.**

ATTACHMENT D.....**Error! Bookmark not defined.**

# **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](http://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.

<b>Proposal Instructions and Guidelines</b>		
<b>Instruction</b>	<b>Description of Requirement</b>	<b>Violation Penalty or Disqualification</b>
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 <b>Consultant Proposed Staffing Plan (Attachment B)</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 <a href="mailto:info@rtaok.org">info@rtaok.org</a>	Guideline
Proposal Deadline	Send proposals to <a href="mailto:info@rtaok.org">info@rtaok.org</a> 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 <b>Cover Page</b> , including a signed, verbatim acknowledgement as identified in <b>Attachment A</b> .	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 <a href="https://okdot.gob2g.com/">https://okdot.gob2g.com/</a> 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 <b>Required Forms</b> , as identified in <b>Attachments A-E</b> .	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 in 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 <a href="mailto:info@rtaok.org">info@rtaok.org</a> .
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 <a href="http://www.rtaok.org">www.rtaok.org</a>
June 7, 2023 5:00 p.m. CST	<b>PROPOSALS DUE</b> 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 1<sup>st</sup> day of July 2023, and shall terminate on the 30<sup>th</sup> 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 Indemnities 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](mailto: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](mailto: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 Provider this \_\_\_\_ day of \_\_\_\_\_, 2023.

I, \_\_\_\_\_, \_\_\_\_\_, of Provider intend all promises in this writing to be valid and legally enforceable and represent and warrant that I have authority to bind Provider to this Agreement.

**Provider**

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

Signed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by  
\_\_\_\_\_.

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Commission Number

\_\_\_\_\_  
Commission Expiration

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.

Attest: (Corporate Seal)

\_\_\_\_\_  
Name of contractor/sub-contractor

\_\_\_\_\_  
Signature of contractor/sub-contractor's Authorized Agent

\_\_\_\_\_  
Name and title of Authorized Agent

The following statement must be executed.

State of \_\_\_\_\_)  
  §County of \_  
)

Subscribed and sworn before me this \_\_\_\_\_day of \_\_\_\_\_, 2023

Notary Public\_\_\_\_\_

Notary Number\_\_\_\_\_

My Commission Expires:\_\_\_\_\_

Company Name\_\_\_\_\_

Signature\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_

**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. 21<sup>st</sup> 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(I) 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	

## ATTACHMENT B

### Consultant Proposed Staffing Plan

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

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

# Architect-Engineer and Related Services Questionnaire for Specific Project

✿ ✿

\*

SOL \*

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

Administrative	Electrical Engineers	Oceanographers	CAD Operators
Architects	Estimators	Planners Urban/Regional	Construction Managers
Chemical Engineers	Geologists	Sanitary Engineers	Project Managers
Civil Engineers	Hydrologists	Soils Engineers	IT Specialists
Construction Inspectors	Interior Designers	Specification Writers	
Draftsmen	Landscape Architects	Structural Engineers	
Ecologists	Mechanical Engineers	Surveyors	
Economists	Mining Engineers	Transportation Engineers	<b>Total Personnel</b>

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).

[illegible]

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)		

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

## 9. All work by firms or joint-venture members currently being performed directly for Federal agencies.

a. Project Name & Location	b. Nature of Firm's Responsibility	c. Agency (Responsible Office) Name and Address and Project Manager's Name & Phone Number	d. Percent Complete	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)*

☐ Owner

☐ Chief Executive Officer [CEO]

☐ Chairman or Chairman of the Board

☐ President

☐ Vice-President

☐ Treasurer

☐ Secretary

☐ Assistant Secretary

☐ Secretary-Treasurer

☐ Other: \_\_\_\_\_

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

## 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

**ATTACHMENT E**  
**PfMs Proposal**

Attached behind this page is a copy of PfMs proposal and various documents submitted during the selection and review process, to include, but not limited to, PfMs non-collusion affidavit and disadvantaged business enterprise form.

---

# Regional Transportation Authority of Central Oklahoma

Request for Proposals – Financial Planning Consulting Services

## Table of Contents

A. Description of Organization, Management and Team Members .....	2
B. Organization Qualifications .....	5
C. References, Related Experience, and Examples of Work .....	8
D. Fee Schedule .....	9
E. Required Forms.....	10
F. Appendix .....	26
I. Exhibit C: Required Forms .....	27
II. Resumes .....	37
III. Insurance Statement.....	44
IV. Legal Exceptions .....	48





## ABOUT PFM

PFM is the marketing name for a group of affiliated companies providing a range of services. All services are provided through separate agreements with each company. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation.

Financial advisory services are provided by PFM Financial Advisors LLC, a registered municipal advisor with the SEC and the Municipal Securities Rulemaking Board (“MSRB”) under the Dodd-Frank Act of 2010. Swap advisory services are provided by PFM Swap Advisors LLC which is registered as a municipal advisor with both the MSRB and SEC under the Dodd-Frank Act of 2010, and as a commodity trading advisor with the Commodity Futures Trading Commission. Additional applicable regulatory information is available upon request.

Consulting services are provided through PFM Group Consulting LLC. Institutional purchasing card services are provided through PFM Financial Services LLC. PFM's financial modeling platform for strategic forecasting is provided through PFM Solutions LLC. A web-based platform for municipal bond information is provided through Munite LLC.

For more information regarding PFM's services or entities, please visit [www.pfm.com](http://www.pfm.com).



June 7, 2023

Regional Transportation Authority of Central Oklahoma  
Procurement Department  
2000 S. May Avenue  
Oklahoma City, OK 73108

RE: Request for Proposals for Financial Planning Consulting Services

Dear Procurement Department:

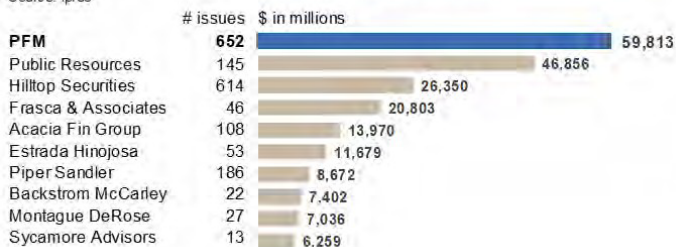
On behalf of PFM Financial Advisors LLC ("PFM"), we are pleased to submit our proposal to provide financial advisory services to the Regional Transportation Authority of Central Oklahoma ("RTA" or the "Authority"). The PFM team cannot overstate our desire to work with RTA as your financial advisor and to build a collaborative partnership. We believe that PFM, as the nation's leading financial advisory firm with deep Oklahoma experience, is uniquely suited to serve in this role. Below is a summary of our qualifications.

- **Nation's Leading Advisory Firm.** PFM is the #1 financial advisory firm in the United States (independent or broker-dealer) and has retained that ranking every year since 1998. With more than 350 employees, PFM is among the most prominent firms in public finance. In 2022, we advised on 652 issuances with a total par amount of more than \$59.8 billion, more than any other financial advisor. While rankings are not our end goal, we believe our continued top national billing is a testament to the trust our clients place in us and the expertise and thoughtfulness with which we approach our clients' financial challenges.
- **Independence & Market Sophistication.** PFM is an independent financial advisor that is not affiliated with investment banking or municipal underwriting. When we advise the Authority, you can be assured we have no competing agenda. We complement our independence with a dedicated Bond Pricing Group that interacts with the leading underwriting desks on a daily basis to advocate for our clients. We use the same technology and pricing resources as that of the leading Wall Street banks.
- **Breadth of Services and Technical Expertise.** We are excellent transaction managers, but we are also focused on the details and tasks that are just as important leading up to and subsequent to bond transactions such as the development of long-term debt pro formas, rating agency strategy, best practices in continuing disclosure, the development of financial and debt policies, and scenario analysis for capital planning and cash/debt management. We believe that the PFM team will provide RTA with proactive, responsive, and innovative advisory services.

**2022 Full Year Overall Long Term Municipal New Issues**

Municipal Financial Advisory Ranking - Full Credit to Each Financial Advisor

Source: Ipreo



We firmly believe that our qualifications set PFM apart from other firms and make us uniquely qualified to serve the Authority as its financial advisor. Please do not hesitate to contact our FA team with questions or if you would like additional information.

Sincerely,

Dennis P. Waley, CPA  
Managing Director, Head of Texas  
[waleyd@pfm.com](mailto:waleyd@pfm.com)  
512.614.5323

Blake Roberts  
Director  
[robertsb@pfm.com](mailto:robertsb@pfm.com)  
512.614.5324



## 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.

PFM is a privately held and U.S. registered firm that is 100% owned by its managing directors. We employ a total of over 350 employees including 155 registered municipal advisors across 31 offices nationwide. In Texas, we have four offices in Houston, Austin, Dallas and San Antonio that employ 7 municipal advisory professionals. PFM's financial advisory services, originally provided under the name Public Financial Management, are now provided through PFM Financial Advisors LLC as a result of regulatory changes for municipal advisors enacted by the SEC and the MSRB in 2016. PFM's financial advisors work with institutions of higher education (public community colleges and public and private four-year institutions), primary, and secondary schools, state agencies and authorities, water and sewer utilities, local governments, public power utilities, states, airports, healthcare institutions, transit authorities and non-profit organizations. PFM only serves the public sector.



PFM's 41 Managing Directors, set the firm's strategic direction. It is comprised of five affiliates that are indirect, wholly owned subsidiaries of a holding company known as PFM II, LLC. Employees of our affiliates are co-located in PFM's offices across the country.<sup>1</sup>

- **Public Financial Management, Inc. and PFM Financial Advisors LLC** (collectively referred to as "**PFM's financial advisory business**") advises on debt management and portfolio optimization, transaction structuring and execution, capital and financial planning, credit analysis, and policy development, among other services.
- **PFM Swap Advisors LLC ("PFMSA")**. PFMSA includes professionals dedicated to advising clients on obtaining interest rate swaps, caps, and collars in order to help manage exposure to interest rates.
- **PFM Financial Services LLC**. PFM Financial Services LLC is responsible for providing the Payment Solutions (P-Card) program, a simple, easy-to-use purchasing card program designed to save clients time and money. Offered at no cost to clients, P-Cards help streamline the purchasing process, offer spending controls to mitigate risk, and provide free insurance protection from any employee misuse.

<sup>1</sup> Other services provided by affiliates of PFM's financial advisory business are offered pursuant to separate agreement and fees.



- **PFM Group Consulting LLC.** PFM Group Consulting LLC provides a broad range of services, including multi-year financial planning, consolidating and shared-services analysis, operational and program analysis, revenue maximization, fleet management, workforce analysis, and pension and other post-employment benefits (OPEB) review and strategies.
- **PFM Solutions LLC.** PFM Solutions LLC is our affiliate through which innovative services are developed, such as Synario, a flexible financial modeling platform designed to produce dynamic, multi-year financial projections to facilitate strategic planning for the higher education sector.

PFM has assembled a team of professionals to serve the Authority. **Dennis Waley, Managing Director**, and **Blake Roberts, Director**, will serve RTA as co-engagement leads and will direct all financial advisory activities related to the Authority's financing programs. Dennis and Blake will provide all quantitative analysis related to development of multi-year financial plans and bond structuring. Additional support will be provided by **Karlos Allen, Director** when needed. Pricings will be managed by PFM's Pricing Group led by **Managing Director Todd Fraizer, CFA**. **Dan Kardish, Senior Analyst**, and **Shannon Lee, Analyst**, will provide additional quantitative support. Below is a list of resumes of the individuals assigned to the engagement with the Authority.

---

#### **Dennis Waley | Engagement Oversight & Co-Lead Engagement Manager**

Dennis is the Head of PFM's Texas Practice and will provide general oversight and be responsible for commitment of the firm's resources. Dennis has helped PFM become a prominent financial advisory firm in Texas since he began in 2005. Dennis works as the lead financial advisor to some of the largest issuers in the southwest, including the cities of Austin and Oklahoma City. Dennis's financial advisory experience includes debt issuance for GO, electric utility, water and wastewater utility, airport, convention center, and special assessment financings. Dennis is a member and former president of GTOT, and also a member of GFOAT.



**Dennis Waley**  
*Managing Director*  
Engagement Oversight  
Phone: 512.614.5323  
[waleyd@pfm.com](mailto:waleyd@pfm.com)  
Austin Office  
38 Years of Experience

- **Education:** B.B.A., University of Texas at Austin
- **Professional Designations or Licenses:** Certified Public Accountant (CPA), Municipal Advisor Representative (Series 50), Municipal Advisor Principal (Series 54)
- **Started with PFM:** 2005 (18 years with the firm)
- **Started in Public Finance:** 1985

---

#### **Blake Roberts | Primary Contact & Co-Lead Engagement Manager**

Blake Roberts will serve RTA as co-lead financial advisor will be the primary support advisor to the Authority. Blake is the day-to-day advisor for many engagements including the cities of Austin, Oklahoma City, Carrollton, West Lake Hills, and Bridgeport. Blake previously worked in public sector banking at Wells Fargo, covering municipal bonds as a rating analyst at Fitch Ratings, and as a budget analyst at the Texas Legislative Budget Board. Blake is experienced with financial modeling, transaction advisory services, Texas Water Development Board financings, commercial paper programs and bank facilities.



**Blake Roberts**  
*Director*  
Day-to-Day Contact  
Phone: 512.614.5324  
[robertsb@pfm.com](mailto:robertsb@pfm.com)  
Austin Office  
14 Years of Experience

- **Education:** B. A., Texas A&M University, M.S. Carnegie Mellon University
- **Professional Designations or Licenses:** Municipal Advisor Representative (Series 50)
- **Started with PFM:** 2015 (8 years with the firm)
- **Started in Public Finance:** 2009



---

### Karlos Allen | Quantitative Assistance

---

Karlos will serve the Authority through quantitative assistance as the Authority would move towards planning a debt issuance. Karlos has more than 20 years of experience working in public finance. As both an underwriter and a financial advisor, Karlos has assisted entities with bond transactions totaling over \$100 billion. Karlos' experience includes work with the City of Dallas, City of Fort Worth, Texas Public Finance Authority, Houston METRO, and Fort Bend County.



**Karlos Allen**  
*Director*  
Day-to-Day Contact  
Phone: 713.848.6420  
[allenka@pfm.com](mailto:allenka@pfm.com)  
Houston Office  
19 Years of Experience

- **Education:** B.A., University of Houston
- **Professional Designations or Licenses:** Municipal Advisor Representative (Series 50)
- **Started with PFM:** 2019 (4 years with the firm)
- **Started in Public Finance:** 2004

---

### Todd Fraizer, CFA | Pricing Execution & Head of PFM's Pricing Group

---

Todd Fraizer is a Managing Director in the firm's Charlotte office. He leads PFM's Pricing Group, which provides pricing resources and negotiation support for clients nationwide. He has assisted in pricing more than 2,500 transactions totaling more than \$500 billion of municipal bonds for PFM issuer clients. Prior to joining PFM, Todd was the vice president of finance for the Kansas Development Finance Authority. In this role, he served as the primary project manager for more than \$2 billion of general purpose, higher education, pension obligation, transportation, and state revolving fund transactions. Before that, he gained futures and options trading experience while at the Kansas City Board of Trade. Todd also holds the Chartered Financial Analyst (CFA) designation and is a Registered Municipal Advisor (Series 50).



**Todd Fraizer**  
*Managing Director*  
Pricing Support  
Phone: 704.319.7921  
[fraizert@pfm.com](mailto:fraizert@pfm.com)  
Charlotte Office  
25 Years of Experience

- **Education:** B.A., University of Kansas, M.B.A., University of Missouri-Kansas City
- **Professional Designations or Licenses:** Chartered Financial Analyst (CFA), Municipal Advisor Representative (Series 50)
- **Started with PFM:** 2005 (18 years with the firm)
- **Started in Public Finance:** 1998

---

### Dan Kardish | Quantitative Modeling & Support Advisor

---

Dan Kardish joined PFM's financial advisory team in 2019 and is presently staffed in the Austin office. Dan currently provides quantitative and technical support to senior personnel for a wide variety of issuers with differing institutional experience and needs. Core responsibilities of his include in-depth analysis of client debt, issuance preparation from structuring to pricing, and honing quantitative models.

- **Education:** B.S., University of Pittsburgh
- **Professional Designations or Licenses:** Municipal Advisor Representative (Series 50)
- **Started with PFM:** 2019 (4 years with the firm)
- **Started in Public Finance:** 2019

---

### Shannon Lee | Quantitative Modeling & Support Advisor

---

Shannon joined PFM in 2021 and works out of the firm's Dallas office. Shannon provides direct analytical and quantitative support for our clients, providing assistance in bond structuring and sizing, cash flow modeling, refunding and debt capacity analysis, among other services.

- **Education:** B.S., University of Virginia
- **Professional Designations or Licenses:** Municipal Advisor Representative (Series 50)
- **Started with PFM:** 2021 (2 years with the firm)
- **Started in Public Finance:** 2021





necessary to move several projects ahead simultaneously in an expeditious manner. PFM's dedicated Transportation Group provides advisory services across all modes of transportation, including public transit, toll facilities, state DOTs, airports and seaports.

In addition to developing financial plans and managing transactions, PFM's financial advisory services to transportation clients include leveraging federal and state funding sources—including RRIF loans and TIFIA loans, utilizing financial engineering techniques to optimize funding leverage, and otherwise accelerating and augmenting transportation-project delivery. The public tends to take transportation systems for granted until it is time to build or expand. Transportation project development and financing are complex areas, and we work to help agencies make sure that necessary financing does not become the limiting factor and is implemented in the most effective manner. We have consistently ranked a strong #1 in the transportation finance field for the past five years, advising on nearly twice as many long-term municipal transportation transactions as the nearest competitor.

Our public transit efforts have included rail improvement and expansion plans for Austin, Chicago, Washington, D.C., Pittsburgh, Philadelphia, Miami, Los Angeles, San Diego, and the San Francisco Bay Area. Whether it is helping draft legislation, evaluating vendor financing alternatives, advising on the benefits of design-build development or negotiating on our clients' behalf with the FTA, Federal Railroad Administration ("FRA") or Federal Highway Administration ("FHWA"), we have the resources and experience to help our clients.

In addition to these highlights, we have included regarding our general capabilities, we wanted to provide the three following case studies to detail our work with transit entities.

### **DALLAS AREA RAPID TRANSIT ("DART")**

DART hired PFM in 2018 on a multi-year contract to provide financial advisory services for multiple transactions. PFM serves as co-advisor with Estrada Hinojosa, with PFM's focus on federal loans, grants and other complex transactions. PFM advised on DART's \$908 million RRIF loan, which financed 80% of the \$1.135 billion, 26-mile Cotton Belt "Silver Line" Regional Rail Project at a fixed rate of 2.98% for 39 years. The loan will fund construction of the Silver Line from Plano, Texas to Dallas/Fort Worth International Airport, providing unique suburban rail connectivity to the airport, and connecting with TEXRail to reach Fort Worth. The loan was completed in approximately nine months, which was substantially quicker than prior RRIF loans. As part of the transaction PFM was tasked with rebuilding DART's internal 25-year financial planning model to help ensure that it was compliant with RRIF's requirements. During this process, PFM extended the model to 40 years and added greater flexibility, allowing the Build America Bureau (drawing on the resources of USDOT) and its advisors to stress the model as necessary during the review process. PFM also assisted in the negotiations during the RRIF process using PFM's extensive knowledge and experience with TIFIA and RRIF loans and were able to remove unfavorable conditions from the loan agreement. PFM assisted with alterations to the plan of finance, including the use of commercial paper in place of certain intergovernmental revenues for the purposes of having all funds committed at closing, and adjusting the RRIF Loan's amortization pattern to better match DART's other outstanding obligations.

In 2021, PFM advised DART on a replacement RRIF loan which lowered the interest rate to 2.26%. This was one of the first DOT loans (including TIFIA) which was able to be refinanced for debt service savings. PFM assisted DART in navigating multiple issues which were unique to the refinancing process. The transaction generated approximately \$190 million in present value savings for DART. Since the closing of the RRIF loan PFM has assisted with the annual updates to the model required by the Build America Bureau for both the original loan and its replacement

## ALAMO REGIONAL MOBILITY AUTHORITY (“ARMA”)

PFM was hired by ARMA in July of 2021, and our team was quickly put to work on the planning and execution of a new money financing that would require tax-exempt debt on their vehicle registration fee revenue credit. Along with that new money issuance, we identified an opportunity for a taxable advance refunding that would save the ARMA on their current debt service payments. They had not issued debt since 2016, so our team came together to prepare offering documentation and a carefully laid out timetable that would allow for some flexibility for the Authority’s staff.

We assisted and provided context to the Authority on each step along the way to the completion of the financing. Our staff relishes in the opportunity to provide our expertise to our clients.

ARMA received strong investor interest for the bonds, and through the process of the pricing our internal Pricing Group was able to discuss and evaluate different options for the pricing of the bonds. The final true interest was 2.93% for the new money bonds, and 3.18% for the taxable refunding bonds. The refunding issuance produced present value savings of 15.27% or \$6.57 million.

We believe that the active management and involvement of our internal Pricing Group helped ARMA receive significant orders on pricing day and achieve the best results available on that day.

## METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY (“HOUSTON METRO”)

Since being hired by Houston METRO in 2016, PFM has assisted their staff with over \$1 billion in financings and assisted with a successful \$3.5 billion sales tax referendum in 2019. This work included in-depth financial modelling based on their current financial status and the analysis of many different potential outcomes that Houston METRO wanted considered as they planned for future projects and the necessary referendums for those projects.

Part of the process of the financial planning was the modification of their existing financial planning model to better meet the needs of Houston METRO, including projected revenues, operating expenses, and debt service cash flows for long-range planning. We certainly can produce financial modelling for our clients, but we understand that the adaptability of outstanding models is important for keeping data communicable and adjustable for our clients.

PFM’s plan for Houston METRO also included the implementation of a comprehensive credit review/strategy, including peer benchmarking and debt policy amendments to assist Houston METRO in becoming one of the few AAA-rated large transits in the country.





## 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.

Below are three of our references we believe to be relevant to the scope of work described by RTA.

<b>Alamo Regional Mobility Authority</b>  <b>David Smith</b> Executive Director (210) 335-7065 <a href="mailto:david.smith@bexar.org">david.smith@bexar.org</a> 1948 Probandt Street San Antonio, TX 78214	<b>Metropolitan Transit Authority of Harris County</b>  <b>George Fotinos</b> Chief Financial Officer (713) 739-4618 <a href="mailto:George.fotinos@ridemetro.org">George.fotinos@ridemetro.org</a> 1900 Main Street Houston, TX 77002	<b>City of Oklahoma City</b>  <b>Brent Bryant</b> Finance Director (405) 297-2260 <a href="mailto:brent.bryant@okc.gov">brent.bryant@okc.gov</a> 100 N. Walker, Fourth Floor Oklahoma City, OK 73102
--	--	--

### Alamo Regional Mobility Authority

In our time serving Alamo Regional Mobility Authority, Blake Roberts has provided assistance in planning and executing plans to finance new money projects and available refundings. This included a 2022 issuance of tax-exempt new money bonds and a taxable refunding in February of 2022 that totaled \$85,580,000 in principal.

### Metropolitan Transit Authority of Harris County

PFM has served Metropolitan Transit Authority of Harris County (Houston METRO) since 2016, and in that time, Karlos Allen has aided the Authority in their long-term financial planning. This has included many capacity studies to help provide guidance to how much Houston METRO could reasonably finance given their revenue restrictions and current debt.

### City of Oklahoma City

Dennis Waley has served the City of Oklahoma City as financial advisor since 2005 when he joined PFM Financial Advisors LLC. Since beginning to serve the City, he has also provided thorough guidance to the Oklahoma City Economic Development Trust, the Oklahoma City Public Property Authority, the Oklahoma City Water Utilities Trust, the Oklahoma City Airport Trust, and the Oklahoma City Zoological Trust. Dennis is extremely well versed with Oklahoma, and he has provided long-term financial planning services for these Oklahoma clients.



## D. Fee Schedule

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

In order to accurately present PFM's fee structure we have provided the breakdown of our proposed structure below. If there is a format for which the fees must be presented, we would happily adjust our formatting.

For the services described, PFM's professional fees and expenses shall be paid as follows:

1. For services related to financial planning, policy development and financial analysis, PFM shall receive hourly rates as listed below. Fees for support staff are included in the hourly rates for professionals. Services will be billed monthly.

Services not directly associated with the issuance of debt would be billable at the hourly rates immediately following this paragraph. Any fee not directly associated with the issuance of debt would be agreed upon in advance. These fees would remain in effect per the terms of a final agreement with the Authority.

#### Experience Level Hourly Rate

Experience Level	Hourly Rate
Managing Director	\$350/Hour
Director	\$325/Hour
Senior Managing Consultant	\$300/Hour
Senior Analyst/Analyst	\$275/Hour

2. For services related to the issuance of Bonds, PFM will be paid a fee at closing of a transaction OR a fee to be agreed upon between Client and PFM in connection with the circumstances of each transaction based on the following bond schedules:

Bond Financings					
Base Fee - \$15,000					
					Par
Plus	\$ 1.25	per	\$1,000	up to	\$ 10,000,000
Plus	\$ 0.90	per	1,000	next	15,000,000
Plus	\$ 0.65	per	1,000	next	25,000,000
Plus	\$ 0.50	per	1,000	on	

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary costs and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by PFM. Appropriate documentation and third-party receipts will be provided with each invoice.




## E. Required Forms

---

We have included some additional information in an appendix following the required forms. We feel that the additional information is necessary for our response and should not be included against the 10 page limit that RTA has requested for this response.

Additionally, there were two instances in the required forms, the Anti/Non-Collusion Affidavit and the Certificate of Non-Discrimination, where notarization of a signature was requested. In both circumstances, it was mentioned that they were requested upon the signed of an agreement between PFM, as the proposer, and RTA. We would like to request that we would provide the notarized forms of these documents to RTA upon negotiation and agreement of a contract.

## ATTACHMENT A

Cover Page	
Date	May 7, 2023
Project Name and Description	Regional Transportation Authority of Central Oklahoma Financial Planning Consulting Services
Prime Consultant	PFM Financial Advisors LLC
Prime Consultant's Federal ID#	
Sub-Consultants (if any)	
Primary Contact	
Primary Contact Name (Prime)	Dennis P. Waley
Address	111 Congress Avenue, Suite 2150
RTA, State, Zip	Austin, Texas 78701
Email	waleyd@pfm.com
Office Phone	512.614.5323
Cell Phone	512.750.2428
Secondary Contact	
Secondary Contact Name (Prime)	Blake Roberts
Address	111 Congress Avenue, Suite 2150
RTA, State, Zip	Austin, Texas 78701
Email	robertsb@pfm.com
Office Phone	512.614.5324
Cell Phone	512.809.2714
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	Dennis Waley
Title	Managing Director

## ATTACHMENT B

### Consultant Proposed Staffing Plan

Name	Firm Name	Proposed Role on Project	Certification Category/Level	Oklahoma License/ Certification No.	Other State License/ Certification No.	Education Level
Dennis Waley, CPA	PFM Financial Advisors LLC	Day-to-day Contact	Series 50	N/A	N/A	B.B.A in Finance
Blake Roberts	PFM Financial Advisors LLC	Day-to-day Contact	Series 50	N/A	N/A	B.A. & M.S.
Karlos Allen	PFM Financial Advisors LLC	Quantitative Analysis	Series 50	N/A	N/A	B.A. in Finance
Todd Fraizer, CFA	PFM Financial Advisors LLC	Pricing Support	Series 50	N/A	N/A	B.A. & MBA
Dan Kardish	PFM Financial Advisors LLC	Quantitative Analysis	Series 50	N/A	N/A	B.S. in Economics
Shannon Lee	PFM Financial Advisors LLC	Quantitative Analysis	Series 50	N/A	N/A	B.S. in Commerce

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

# STANDARD FORM (SF)

# 255

Architect-Engineer  
and Related Services  
Questionnaire for  
Specific Project

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

Not applicable. Financial advisory services does not fall under this form.  
PFM does not plan to subcontract this agreement if awarded.

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

\*

2b. Agency Identification  
Number, if any:

SOL \*

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

N/A

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

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).

[illegible]

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).

[illegible]





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: Dennis P. Waley	a. Name & Title: Blake Roberts
b. Project Assignment: Engagement Manager & Co-Lead Engagement Manager	b. Project Assignment: Primary Contact & Co-Lead Engagement Manager
c. Name of Firm with which associated: PFM Financial Advisors LLC	c. Name of Firm with which associated: PFM Financial Advisors LLC
d. Years experience: With This Firm <u>18</u> With Other Firms <u>20</u>	d. Years experience: With This Firm <u>8</u> With Other Firms <u>6</u>
e. Education: Degree(s)/Year/ Specialization B.B.A. in Finance University of Texas at Austin - 1985	e. Education: Degree(s)/Year/ Specialization B. A., in American Studies Texas A&M University - 2005 M.S. in Public Policy Carnegie Mellon University - 2009
f. Active Registration: Year First Registered/Discipline Certified Public Accountant (CPA) Municipal Advisor Representative (Series 50)	f. Active Registration: Year First Registered/Discipline Municipal Advisor Representative (Series 50)
g. Other Experience and Qualifications relevant to the proposed project: Please see complete resumes in Appendix II.	g. Other Experience and Qualifications relevant to the proposed project: Please see complete resumes in Appendix II.

STANDARD FORM 255 PAGE 5 (Rev. 11-92)

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: Karlos Allen, Director	a. Name & Title: Todd Fraizer, Managing Director
b. Project Assignment: Quantitative Assistance	b. Project Assignment: Pricing Execution
c. Name of Firm with which associated: PFM Financial Advisors LLC	c. Name of Firm with which associated: PFM Financial Advisors LLC
d. Years experience: With This Firm <u>4</u> With Other Firms <u>15</u>	d. Years experience: With This Firm <u>25</u> With Other Firms <u>7</u>
e. Education: Degree(s)/Year/ Specialization B.A. in Finance University of Houston - 2002	e. Education: Degree(s)/Year/ Specialization B.A. in English Literature University of Kansas M.B.A. in Finance University of Missouri-Kansas City
f. Active Registration: Year First Registered/Discipline Municipal Advisor Representative (Series 50)	f. Active Registration: Year First Registered/Discipline Chartered Financial Analyst (CFA), Municipal Advisor Representative (Series 50)
g. Other Experience and Qualifications relevant to the proposed project: Please see complete resumes in Appendix II.	g. Other Experience and Qualifications relevant to the proposed project: Please see complete resumes in Appendix II.

STANDARD FORM 255 PAGE 5 (Rev. 11-92)

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name & Title: Dan Kardish, Senior Analyst	a. Name & Title: Shannon Lee, Analyst
b. Project Assignment: Quantitative Modeling & Support Advisor	b. Project Assignment: Quantitative Modeling & Support Advisor
c. Name of Firm with which associated: PFM Financial Advisors LLC	c. Name of Firm with which associated: PFM Financial Advisors LLC
d. Years experience: With This Firm <u>4</u> With Other Firms <u>0</u>	d. Years experience: With This Firm <u>2</u> With Other Firms <u>0</u>
e. Education: Degree(s)/Year/ Specialization B.S. in Economics and Urban Studies University of Pittsburgh - 2019	e. Education: Degree(s)/Year/ Specialization B.S. in Commerce University of Virginia - 2021
f. Active Registration: Year First Registered/Discipline Municipal Advisor Representative (Series 50)	f. Active Registration: Year First Registered/Discipline Municipal Advisor Representative (Series 50)
g. Other Experience and Qualifications relevant to the proposed project: Please see complete resumes in Appendix II.	g. Other Experience and Qualifications relevant to the proposed project: Please see complete resumes in Appendix II.

STANDARD FORM 255 PAGE 5 (Rev. 11-92)

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
Alamo Regional Mobility Authority - 2022 Financing	Financial Advisory Services and Financial Planning	Please see our response in Section B.	Ongoing	Total FA: \$171,160	PFM Fee: \$119,812
Houston METRO - 2021 Financing	Financial Advisory Services and Financial Planning	Please see our response in Section B.	Ongoing	Total FA: \$54,746	PFM Fee: \$42,428
City of Oklahoma City - 2023 GO Financing	Financial Advisory Services and Financial Planning	Please see our response in Section B.	Ongoing	Total FA: \$90,750	PFM Fee: \$90,750

STANDARD FORM 255 PAGE 9 (Rev. 11-92)

Additional references can be provided upon request. Information on our services provided can be seen in our response to Section B.

9. All work by firms or joint-venture members currently being performed directly for Federal agencies.					
a. Project Name & Location	b. Nature of Firm's Responsibility	c. Agency (Responsible Office) Name and Address and Project Manager's Name & Phone Number	d. Percent Complete	e. Estimated Cost (in thousands)	
				Entire Project	Work for which firm was/is responsible
N/A - PFM is not currently in agreement with Federal agencies					

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.

Please see our response to Section B. Organization Qualifications.

11. The foregoing is a statement of facts.

Signature: \_\_\_\_\_



Typed Name and Title: Dennis Waley, Managing Director

Date:

6/6/2023

STANDARD FORM 255 PAGE 11 (Rev. 11-92)



## 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 Dennis Waley to sign the  
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT and

all forms related to on behalf of PFM Financial Advisors LLC  
Company Name

Sincerely,

  
Signature of Authorized Agent

Managing Director  
Print Title Date

Dennis Waley  
Print Name

waleyd@pfm.com  
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 checked="" type="checkbox"/> Other: <u>Managing Director</u> |

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

<u>Dennis Waley</u>		<u>Managing Director</u>
Type Name of Authorized Agent		Title
		
Signature		
<u>PFM Financial Advisors LLC</u>		
Company Name		
<u>111 Congress Avenue, Suite 2150</u>	<u>Austin, Texas</u>	<u>78701</u>
Address		Zip Code
<u>Phone: 512.614.5323      Fax: 512.472.0932</u>		
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: \_\_\_\_\_

Type Name of Notary Public

My Commission Expires: \_\_\_\_\_  
[Date/Year]

Signature of Notary Public

## **F. Appendix**

## **I. Exhibit C: Required Forms**

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

**RFP NUMBER:** RTA 23-24      **GRANT NUMBER:** \_\_\_\_\_

**PROJECT TITLE:** Financial Planning Consulting Services

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

**OFFER**

By execution below the Offeror PFM Financial Advisors LLC hereby offers to furnish equipment and services for \$ \_\_\_\_\_ as specified in the RTA Request for Proposals (Number: \_\_\_\_\_) for (description of item or service) Financial Planning Consulting Services

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


Offeror: Dennis Waley  
Name

111 Congress Avenue, Suite 2150

Street Address

Austin, Texas 78701

City, State, Zip



Signature of Authorized Signer

Managing Director

Title

512.614.5323

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	N/A - PFM is not a DBE, and we do not plan to subcontract.
Business Address <sup>1</sup>	
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	N/A - PFM is not a DBE, and we do not plan to subcontract.		
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 N/A - PFM is not a DBE, and we do not plan to subcontract.

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.

PFM Financial Advisors LLC

*[Signature]*

Dennis Waley, Managing Director

State of \_\_\_\_\_) §County of \_\_\_\_\_  
)

Notary Public \_\_\_\_\_

Notary Number\_\_\_\_\_

My Commission Expires:\_\_\_\_\_

Company Name \_\_\_\_\_

Signature\_\_\_\_\_

Title \_\_\_\_\_

Date May \_\_, 2023

**DBE QUALIFICATION FORM**

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

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

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

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

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

\_\_\_\_\_ 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 \_\_\_\_\_ PFM Financial Advisors LLC

Authorized Signature \_\_\_\_\_ 

Title \_\_\_\_\_ Managing Director Date \_\_\_\_\_ May 6, 2023

**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. 21<sup>st</sup> 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 \_\_\_\_\_

## **II. Resumes**



## Dennis P. Waley, CPA

Managing Director

PFM Financial Advisors LLC

Dennis Waley joined PFM in July 2005 and serves as a managing director in the firm's Austin office. Prior to joining PFM, Dennis served the City of Austin for over 20 years, and as City Treasurer for the last eight of those years. He was responsible for cash management, debt management and the investment management of a \$1.2 billion portfolio for the City. Dennis also served on several city boards, including the Employees Retirement System, Firefighters Retirement System, and the Deferred Compensation Committee.

Dennis' financing experience includes debt issuance for General Obligation, Electric Utility, Water and Wastewater Utility, Airport, Convention Center and other governmental issuers. He has participated in over \$20 billion in financings using both fixed- and variable-rate structures, and has extensive experience working with rating agencies and insurance providers.

Dennis is a member of the Government Treasurers' Organization of Texas (GTOT) and Government Finance Officers' Association of Texas (GFOAT). He served as GTOT president in 2003, and also as a board member and legislative committee chair.



---

### Contact

111 Congress Avenue  
21st Floor  
Austin, TX 78701

waleyd@pfm.com  
512.614.5323 office

### Specialties

Financial Advisory

State & Local Governments

### Education

B.B.A. in Finance  
University of Texas at Austin

### Professional Designations or Licenses

Certified Public Accountant  
(CPA)

Municipal Advisor  
Representative (Series 50)

**Started with PFM:** 2005

**Started in the Field:** 1985



## Blake Roberts

Director

PFM Financial Advisors LLC

Blake Roberts is a director based in the firm's Austin office. He provides financial advisory services to cities, counties, public power utilities, water and wastewater utilities, school districts, community colleges, and local and state housing authorities. He is responsible for the design and implementation of complex plans of finance for capital programs, transaction management and oversight, and credit strategies for the firm's clients in Texas and California.

Blake's transaction advisory experience includes bond financings for general municipal infrastructure, affordable housing, and economic development, as well as short-term commercial paper programs and direct bank financings. Blake has advised numerous water/wastewater utilities on bond placements with the Texas Water Development Board. Additionally, in 2019, Blake was a financial advisor on Austin Energy's issuance of taxable revenue bonds to fund the acquisition of a biomass power plant, which eliminated an above-market power purchase agreement; the transaction received a Bond Buyer "Deal of the Year" award.

Prior to joining PFM in 2015, Blake worked in public sector banking at a major national bank, at Fitch Ratings as a fixed income credit analyst covering municipal bonds and as an analyst with the Texas Legislative Budget Board. Blake was also a Teach for America corps member from 2005-2007.



---

### Contact

111 Congress Avenue  
21st Floor  
Austin, TX 78701

robertsb@pfm.com  
512.614.5324 office

### Specialties

Financial Advisory

### Education

B.A. in American Studies  
Texas A&M University

M.S. in Public Policy  
Carnegie Mellon University

### Professional Designations or Licenses

Municipal Advisor  
Representative (Series 50)

**Started with PFM:** 2015

**Started in the Field:** 2008





## Karlos Allen

Director

PFM Financial Advisors LLC

Karlos Allen joined PFM in 2019 and is responsible for business development as well as day-to-day operational and quantitative functions for municipal advisory engagements.

Karlos comes to PFM with almost 20 years of capital markets experience, having spent time at both national and regional investment banking firms. He has an extensive history serving state and local governments, school districts, institutions of higher education, special districts, other non-profit organizations, and issuers of tax-exempt and taxable securities. Karlos is skilled at providing issuers with innovative financing strategies. Both as underwriter and financial advisor, he has assisted Texas entities with more than 100 transactions totaling over \$100 billion.

Since joining PFM, Karlos had the pleasure of supporting various entities throughout Texas including, but not limited to, Texas Public Finance Authority, Texas Southern University, Fort Bend County, Port of Houston, METRO and various tax increment financings.



---

### Contact

Two Allen Center  
1200 Smith Street  
Suite 1000  
Houston, TX 77002

allenka@pfm.com  
713.848.6420 office

### Specialties

Financial Advisory, Alternative  
Finance

State & Local Governments, K-  
12 Schools, Higher Education

### Education

B.A. in Finance  
University of Houston

### Professional Designations or Licenses

Municipal Advisor  
Representative (Series 50)

**Started with PFM:** 2019

**Started in the Field:** 2004



## Todd Fraizer, CFA

Managing Director

PFM Financial Advisors LLC

Todd Fraizer is a managing director in the firm's Charlotte office. He leads PFM's Pricing Group, which provides pricing resources and negotiation support for clients nationwide. He has assisted in pricing more than 3,000 transactions totaling more than \$750 billion of municipal bonds for PFM issuer clients.

Prior to joining PFM, Todd was the vice president of finance for the Kansas Development Finance Authority. In this role, he served as the primary project manager for more than \$2 billion of general purpose, higher education, pension obligation, transportation, and state revolving fund transactions. Before that, he gained futures and options trading experience while at the Kansas City Board of Trade.



---

### Contact

Calhoun Building  
11605 North Community House  
Road  
Suite 500  
Charlotte, NC 28277

[fraizert@pfm.com](mailto:fraizert@pfm.com)  
704.319.7921 office

### Specialties

Financial Advisory

### Education

B.A. in English Literature  
University of Kansas

MBA in Finance  
University of Missouri-Kansas  
City

### Professional Designations or Licenses

Chartered Financial Analyst  
(CFA)

Municipal Advisor  
Representative (Series 50)

**Started with PFM:** 2005

**Started in the Field:** 1998



## Dan Kardish

Senior Analyst

PFM Financial Advisors LLC

Dan Kardish joined PFM's financial advisory team in 2019 and is presently staffed in the Austin office. Dan currently provides quantitative and technical support to senior personnel for a wide variety of issuers with differing institutional experience and needs. Core responsibilities of his include in-depth analysis of client debt, issuance preparation from structuring to pricing, and building quantitative models. In his time with the Texas team, he has served the City of Austin, City of Fort Worth, City of Oklahoma City, Port of Houston, Houston METRO, Texas Southern University, Leander Independent School District, and Fort Bend County.

Prior to joining PFM, Dan studied at the University of Pittsburgh where he earned Bachelor of Science degrees in Economics and Urban Studies from the University of Pittsburgh's Dietrich School of Arts and Sciences.



---

### Contact

111 Congress Avenue  
21st Floor  
Austin, TX 78701

kardishd@pfm.com  
(215) 557.1444 office

### Specialties

Financial Advisory

State & Local Governments

### Education

University of Pittsburgh  
Bachelor of Science in  
Economics and Urban Studies

### Professional Designations or Licenses

Municipal Advisor  
Representative (Series 50)

**Started with PFM:** 2019

**Started in the Field:** 2019



## Shannon Lee

Analyst

PFM Financial Advisors LLC

Shannon joined PFM in 2021 and is currently based in Dallas. Her responsibilities include structuring, sizing, and pricing municipal bond issues; assessing municipal issuers' outstanding debt, debt capacity and credit; ongoing monitoring of refinancing opportunities; multi-year financial modeling; drafting official statements, presentations, and disclosure documents; and other financial advisory services analysis. She also supports the Texas practice in developing proposals and marketing materials for prospective clients.

Prior to joining the Texas practice, Shannon worked in PFM's South Financial Advisory Pool in Arlington, where she assisted clients in the local and state government sectors. Shannon graduated from the University of Virginia's McIntire School of Commerce, earning a B.S. in Commerce with concentrations in Finance and Quantitative Finance.



---

### Contact

750 North St. Paul Street  
Suite 540  
Dallas, TX 75201

lees@pfm.com  
214.247.7074 office

### Specialties

Financial Advisory

State & Local Governments

### Education

B.S. in Commerce  
University of Virginia

### Professional Designations or Licenses

Municipal Advisor  
Representative (Series 50)

**Started with PFM:** 2021

**Started in the Field:** 2021

### **III. Insurance Statement**



## Insurance Statement

PFM Financial Advisors LLC (“PFM”) has a complete insurance program, including property, casualty, general liability, automobile liability and workers compensation. PFM maintains professional liability and fidelity bond coverages which total \$5 million and \$5 million single loss/ \$10 million aggregate, respectively. PFM also carries a \$5 million cyber liability policy.

Our Professional Liability policy is a “claims made” policy and our General Liability policy claims would be made by occurrence.

### **Deductibles/SIR:**

Automobile \$100 comprehensive & \$1,000 collision

Cyber Liability \$100,000

General Liability \$0

Professional Liability (E&O) \$200,000

Financial Institution Bond \$50,000

### **Insurance Company & AM Best Rating**

Professional Liability (E&O) ..... Lloyds of London; (A; Stable)

..... AXIS Surplus Insurance Company; (A; Stable)

Financial Institution Bond ..... Berkley Regional Insurance Company; (A+; Stable)

Cyber Liability ..... Greenwich Insurance Company (A+; Stable)

General Liability ..... Valley Forge Insurance Company; (A Stable)

Automobile Liability ..... Continental Insurance Company; (A Stable)

Excess /Umbrella Liability ..... Continental Insurance Company; (A Stable)

Workers Compensation. .... Continental Insurance Company; (A Stable)  
& Employers Liability



PFMILL-01

JBOLAND2

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/2/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Alliant Insurance Services, Inc</b> 32 Old Slip 29th Fl New York, NY 10005	CONTACT NAME: <b>Janice Boland</b>		
	PHONE (A/C, No, Ext): <b>(212) 603-0202</b>	FAX (A/C, No):	
	E-MAIL ADDRESS: <b>Janice.Boland@alliant.com</b>		
INSURED  <b>PFM Financial Advisors, LLC</b> 1735 Market Street, 42nd Floor Philadelphia, PA 19103	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : <b>Valley Forge Insurance Company</b>		<b>20508</b>
	INSURER B : <b>Continental Insurance Company</b>		<b>35289</b>
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRU <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	7018019790	12/7/2022	12/7/2023	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>15,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7018019806	12/7/2022	12/7/2023	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>			7018019840	12/7/2022	12/7/2023	EACH OCCURRENCE \$ <b>20,000,000</b> AGGREGATE \$ <b>20,000,000</b> \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	WC718019823	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability - Additional Insured, Primary and Non-Contributory, Waiver of Subrogation included per written contract or agreement

30 Days Notice of Cancellation / 10 Days Non-Payment

## CERTIFICATE HOLDER

## CANCELLATION

EVIDENCE OF COVERAGE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Crystal IBC, LLC 32 Old Slip 29th Fl New York NY 10005	<b>CONTACT NAME:</b> Brian Rozynski <b>PHONE (A/C, No, Ext):</b> 212-504-1882 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> brian.rozynski@alliant.com	
License#: BR-1359321	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Lloyd's Syndicate 1084 (Chauce	0
<b>INSURED</b> PFM Financial Advisors LLC 1735 Market Street, 42nd Floor Philadelphia PA 19103	<b>INSURER B:</b> AXIS Surplus Insurance Company	26620
PFMILL-01	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 1872411999**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b>						EACH OCCURRENCE	
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						EACH OCCURRENCE	
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	
	DED <input type="checkbox"/> RETENTION \$							
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N						E.L. EACH ACCIDENT	
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A B	Professional Liability (E&O)			HMPL22-0291 ENN604632	12/7/2022 12/7/2022	12/7/2023 12/7/2023	Limit of Liability:	\$5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of coverage only.

**CERTIFICATE HOLDER****CANCELLATION**

To Whom It May Concern

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



## **IV. Legal Exceptions**

# Legal Exceptions

## RFP Pg. 5 - III. SCOPE OF SERVICES

5. ~~Provide investment recommendations, as needed.~~

8. Advise and assist in the preparation of appropriate financial ~~and investment~~ policies of the RTA.

**Explanation:** As a registered municipal advisor, we cannot advise on matters related to the investment of bond proceeds, but if requested we can assist the Regional Transportation Authority of Central Oklahoma in the process of requesting and reviewing proposals of those services from qualified firms.

## IV. PROPOSAL FORMAT

### 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.

PFM Financial Advisors LLC and its affiliates are indirect wholly-owned subsidiaries of a holding company known as PFM II, LLC. This holding company is 100% owned by the firm's Managing Directors, who set the firm's strategic direction and manage specific practice areas.

## RFP Pg. 10 - EXHIBIT A SCOPE OF SERVICES FINANCIAL PLANNING CONSULTING SERVICES

- ~~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.

**Explanation:** As a registered municipal advisor, we cannot advise on matters related to the investment of bond proceeds, but if requested we can assist the Regional Transportation Authority of Central Oklahoma in the process of requesting and reviewing proposals of those services from qualified firms.

## RFP Pg. 14 - EXHIBIT B SAMPLE PROFESSIONAL SERVICES AGREEMENT FOR FINANCIAL PLANNING CONSULTING SERVICES

### 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 intentionally **wrongful** 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.

**Explanation:** PFM Financial Advisors LLC respectfully requests the opportunity to negotiate the indemnification language in any resulting agreement so that PFM Financial Advisors LLC's obligation to indemnify is limited to circumstances in which its performance has been wrongful, which would include negligent or intentionally wrongful acts.

#### **RFP Pg. 18 - EXHIBIT B SAMPLE PROFESSIONAL SERVICES AGREEMENT FOR FINANCIAL PLANNING CONSULTING SERVICES**

b. The foregoing notwithstanding, **RTA either party** 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 the other party** as provided herein.

**Explanation:** PFM Financial Advisors LLC respectfully requests the opportunity to negotiate the termination language in any resulting agreement to allow for mutual termination rights.

**Explanation is as follows:** *"If PFM Financial Advisors LLC is awarded the engagement, we respectfully request the inclusion of certain provisions in the resulting contract that are regulatory requirements driven by our status as a municipal advisor registered with the Securities and Exchange Commission ("SEC") and with the Municipal Securities Rulemaking Board ("MSRB") (e.g., municipal advisor description; the scope of MA services, form and basis of compensation, termination or withdrawal of the client relationship, conflicts of interest disclosure, and our disclosure of any legal and disciplinary events).*

## **ATTACHMENT F**

### **Federal Terms and Conditions**

As a recipient of Federal Transportation Administration (FTA) grants, the RTA agrees annually in the Master Agreement with the 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. The RTAs 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 most recent Master Agreement between the RTA and the FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

Further, Contractor acknowledges and understands that federal requirements that apply to the Agreement may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the RTA's underlying agreement with the federal government under which federal assistance for this project was awarded to the 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 Agreement and parties thereto at any tier.

### **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 Agreement, 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 the 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 the FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

### **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 the 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.

### **CIVIL RIGHTS AND EQUAL OPPORTUNITY**

The RTA is an equal opportunity employer. As such, the RTA agrees to comply with all applicable federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by federal laws or regulations, the RTA agrees to comply with the

requirements of 49 U.S.C. § 5323(h) (3) by not using any federal assistance awarded by the FTA to support procurements using exclusionary or discriminatory specifications.

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

### **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 the 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 (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 the 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 (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 the 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 the FTA may issue.

Contractor agrees to comply with, and assure that any subcontractor under this Agreement 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.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

### **Contract Assurance**

Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. 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 Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the 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, Contractor must pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the RTA makes to the Contractor. In the event this Agreement contains defined DBE contract goals, Contractor shall utilize the specific DBEs listed unless Contractor obtains the RTAs prior written consent; and that, unless the 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 RTA 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 RTA 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 Agreement is subject to 49 C.F.R. part 26. Therefore, 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 Agreement. The RTA shall make all determinations with regard to whether or not Contractor is in compliance with the requirements stated herein. In assessing compliance, the RTA may consider during its review of Contractor's submission package, Contractor's documented history of non-compliance with DBE requirements on previous contracts with the RTA.

## **DBE Participation**

For the purpose of this Contract, the RTA 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 Agreement is set at 0%. This goal represents those elements of work under this Agreement performed by qualified DBEs for amounts totaling not less than 0% of the total Agreement price. Failure to meet the stated goal at the time of proposal submission may render Contractor non-responsive.

## **Proposed Submission**

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 DBEs under this Agreement.
- B. A list of those qualified DBEs with whom Contractor intends to contract for the performance of portions of the work under the Agreement, the agreed price to be paid to each DBE for work, the Agreement items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Agreement 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 Agreement, 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 RTA.
- 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 Contractor is unable to meet the goal set forth above (DBE Participation Goal), the RTA will consider Contractor's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the RTA will consider as part of Contractor's good faith efforts include, but are not limited to, the following:

- A. Documented communication with the RTAs 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 RTA 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.

Contractor shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBEs for elements of the Agreement:

- A. The names, addresses, and telephone numbers of DBEs 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 DBEs contacted in obtaining bonding or insurance required by Contractor or the RTA.

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 RTA may take into account the performance of other proposers in meeting the Agreement 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 RTA may view this as evidence of Contractor having made good faith efforts.

### **Administrative Reconsideration**

Within five (5) business days of being informed by the RTA that it is not responsive or responsible because it has not documented sufficient good faith efforts, Contractor may request administrative reconsideration. Contractor should make this request in writing to the RTAs Procurement Coordinator. The Procurement Coordinator will forward 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, 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. 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 RTA will send the Contractor a written decision on its reconsideration, explaining the basis for finding that 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 RTA. 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**

Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule (see below) without the RTAs prior written consent. The RTA may provide such written consent only if Contractor has good cause to terminate the DBE firm. Before transmitting a request to

terminate, Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. 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 Agreement for any reason, Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the RTA 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 Agreement as the DBE that was terminated, to the extent needed to meet the Agreement 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 RTA shall monitor Contractor's DBE compliance during the life of the Agreement. In the event this procurement exceeds ninety (90) days, it will be the responsibility of Contractor to submit quarterly written reports to the RTA that summarize the total DBE value for this Agreement. These reports shall provide the following details:

- DBE utilization established for the Agreement;
- 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 Agreement; and
- The value of expenditures with each DBE firm from the inception of the Agreement 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. Contractor shall permit:

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

The authorized representative(s) of the RTA, the DOT, and the Comptroller General of the United States to inspect and audit all data and record of Contractor relating to its performance under the DBE participation provision of this Agreement.

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

### **Sanctions for Violations**

If at any time the RTA has reason to believe that Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the RTA 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 Contractor until such time as the issues concerning Contractor's compliance are resolved; and
- B. Termination or cancellation of the Agreement, in whole or in part, unless Contractor demonstrates within a reasonable time that it is in compliance with the DBE terms stated herein.

## **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.

## **GOVERNMENT-WIDE DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION (CONTRACTS EXCEEDING \$25,000)**

Contractor shall comply and facilitate compliance with 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 (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, 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.

## **Notification to FTA; Flow Down Requirement**

If a current or prospective legal matter that may affect the federal government emerges, Contractor must promptly notify the RTA. 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.

## **LOBBYING (CONTRACTS OVER \$100,000)**

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

- A. 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.
- B. 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.

Contractor 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.

## **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The 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 Agreement, absent the express written consent by the federal government, the federal government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the RTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

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.

## **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 Agreement, 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 Agreement 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 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 the FTA under the authority of 49 U.S.C. chapter 53, the federal 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 the FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## **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 (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.

## **SAFE OPERATION OF MOTOR VEHICLES**

### **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 the 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 Agreement.

## **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 Agreement, 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.

## **VIOLATION AND BREACH OF CONTRACT**

### **Rights and Remedies of the RTA**

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

1. The right to take over and complete the work or any part thereof as agency for and at the expense of Contractor, either directly or through other contractors;
2. The right to cancel this Agreement 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.

## **Rights and Remedies of Contractor**

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

## **Remedies**

Substantial failure of Contractor to complete a project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the RTA 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. Contractor recognizes that in the event of a breach of this Agreement by Contractor before the RTA takes action contemplated herein, the RTA will provide Contractor with sixty (60) days written notice that the RTA considers that such a breach has occurred and will provide Contractor a reasonable period of time to respond and to take necessary corrective action.

## **Disputes**

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

Example 2: The RTA and 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 RTA 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 Agreement, 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 RTA 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 Agreement, and in accordance with the RTAs direction or decisions made thereof.

### **Performance during Dispute**

Unless otherwise directed by the RTA, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

### **Claims for Damages**

Should either Party to the Agreement 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.

### **Remedies**

Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the RTA and 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 RTA is located.

### **Rights and Remedies**

The duties and obligations imposed by the Agreement 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 RTA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, 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 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 Agreement. 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.



TO: Chairman and Board of Directors

FROM: Interim Executive Director

Consider approving a Professional Services Agreement with Regional Economic Advisors LLC to provide economic advising services, cost not to exceed \$50,000 annually, July 19, 2023 through June 30, 2026.

**Background** The Regional Transportation Authority of Central Oklahoma (RTA) is seeking a Professional Services Agreement for economic advising services.

Regional Economic Advisors LLC (REA) has previously performed similar services for all three of the RTA's beneficiary entities (Oklahoma City, Edmond, and Norman) in their individual capacities, or are concurrently performing similar services, and have extensive knowledge of the economic conditions of all three cities.

RTA Staff have determined that competitively seeking proposals for the RTA's needed economic advising services is likely to result in substantial duplication of efforts and cost and unreasonable delay, and therefore a sole source procurement with REA is in the best interest of the RTA.

RTA support staff have successfully negotiated an agreeable contract with REA.

**Recommendation:** Approve the Professional Services Agreement.

Reviewed by:

Jason Ferbrache  
Interim Executive Director

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is entered into by and between Regional Economic Advisors LLC (“REA”), and the Regional Transportation Authority of Central Oklahoma, a regional transit authority and public trust organized under the laws of the State of Oklahoma (“RTA”), each a “Party” and collectively the “Parties.”

### RECITALS:

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

WHEREAS, is seeking a Professional Services Agreement for economic advising services for the RTA; and

WHEREAS, REA has previously performed similar services for all three of the RTAs beneficiary entities (Oklahoma City, Edmond, and Norman, hereinafter “Member Cities”) in their individual capacities, are performing similar services contemporaneously herewith, and have extensive knowledge of economic conditions in the Member Cities; and

WHEREAS, the RTA determined that REA is qualified as experts in the field of economic advising services, with skilled professionals willing, able, and capable of timely providing the services requested and required by RTA; and

WHEREAS, the RTA and REA desire to enter into this Agreement.

NOW, THEREFORE, the Parties hereby mutually agree as follows:

### Article 1 | PURPOSE AND SCOPE OF AGREEMENT

**1.1 Purpose.** The purpose of this Agreement is for REA to provide the RTA with the Services and Deliverables, provided in Attachment A (Services and Deliverables) hereto, in accordance with the Terms and Conditions of this Agreement.

#### **1.2 Scope of Agreement.**

- A. This document, together with the following attachments, represents the entire and integrated Agreement between the Parties and supersedes all prior negotiations, representations, and agreements, either written or oral.

- B. The following attachments are incorporated in and made a part of this Agreement as if fully set out herein:

Attachment A (Services and Deliverables)  
Attachment B (Compensation)  
Attachment C (Insurance)  
Attachment D (Federal Terms and Conditions)

- C. Any reference to the Agreement herein shall include all of the above-listed incorporated attachments, unless otherwise expressly provided.
- D. If there is a conflict in the Terms and Conditions between the text of this document and any Terms and Conditions in any attachment, then the Terms and Conditions of this document shall govern and control.
- E. The Terms and Conditions contained in this Agreement shall also govern and control all Final Task Orders issued under this Agreement, unless otherwise specified in a given Final Task Order. If there is a conflict in the Terms and Conditions between the text of this document and the Terms and Conditions in any Final Task Order, then the Terms and Conditions of the Final Task Order shall govern and control.

**1.3 Definitions.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following words, terms and abbreviations shall have the following meanings:

“Final Task Order” shall mean a task order that has been approved in writing by the Executive Director and delivered to REA by the RTA in response to a Task Order Proposal and that is binding upon the Parties.

“Executive Director” shall mean the RTA Executive Director as appointed by the RTA Board of Directors pursuant to the RTAs Bylaws, as amended, and shall include any designee appointed by the Executive Director.

“RTA Fiscal Year” shall mean the period of time starting from July 1 in any given calendar year to June 30 the following calendar year.

“Services and Deliverables” shall mean services, performances, work, products, deliverables, or solutions promised, warranted, or guaranteed by REA to be performed pursuant to any Final Task Order produced in accordance with this Agreement.

“Task Order Proposal” shall mean a proposal delivered to the RTA by REA in response to a Task Order Request that provides Terms and Conditions and Services and Deliverables by which REA is willing to abide by and perform for the RTAs desired project.

“Task Order Request” shall mean a request delivered to REA by the RTA that provides notice of a project the RTA desires REA to perform.

“Terms and Conditions” shall mean any terms, conditions, covenants, warrants, promises, provisions, agreements, standards, or stipulations.

“Work Product” shall mean all work, products, deliverables, documents, data, drawings, maps, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Agreement, whether complete or incomplete.

## **Article 2 | EFFECTIVE DATE, TERM, RENEWAL, AND AMENDMENT**

**2.1 Effective Date and Term.** This Agreement shall become effective upon execution by the last Party hereto (“Effective Date”) and shall be in effect through June 30, 2026, unless sooner terminated pursuant to the provisions of this Agreement.

**2.2 Renewal.** This Agreement is renewable for two (2) successive one-year periods at the sole discretion of the RTA. Should the RTA desire to exercise a renewal option, the RTA will provide written notice of such intent to REA at least thirty (30) calendar days prior to the expiration of the Agreement.

**2.3 Amendments.** This Agreement may not be modified, amended, altered, or supplemented except by an instrument in writing signed by both Parties hereto.

## **Article 3 | SERVICES**

**3.1 No Work Guaranteed.** REA acknowledges and agrees that this Agreement does not guarantee any work to REA.

### **3.2 Task Orders.**

- A. All Services and Deliverables must be authorized by a Final Task Order produced in accordance with this Agreement.
- B. As needed, the RTA may issue Task Order Requests specifically referencing this Agreement, identifying a project the RTA desires to be performed by REA, setting forth the desired Services and Deliverables, the desired completion date, and any other Terms and Conditions applicable to the desired project.
- C. Upon receipt of Task Order Requests, REA will respond within ten (10) calendar days, or as otherwise agreed upon by the Parties, by submitting a Task Order Proposal to the RTA. Task Order Proposals will include at least the following information: an explanation of and approach for the project, a scope of work, project schedule, budget,

fees, detailed cost breakdown, and list of key personnel to be involved in the project, and any other information in response to specific requests in the Task Order Request.

- D. Costs associated with the preparation of Task Order Proposals are not compensable under this Agreement.
- E. Upon receipt of Task Order Proposals, the RTA will review the proposal and may elect to approve it, reject it, or use it as a basis for further negotiations with REA.
- F. If the Parties further negotiate a Task Order Proposal, REA will submit to the RTA a revised and updated Task Order Proposal reflecting the product of the further negotiations.
- G. Task Order Proposals are subject to the approval of the RTA and Task Order Proposal will not become Final Task Orders or be binding upon the RTA until they are approved, in writing, by the RTA.

**3.3 Performance.** REA will comply with all Terms and Conditions set forth in this Agreement and in any Final Task Order issued under this Agreement. REA will perform all Services and Deliverables pursuant to any Final Task Order issued under this Agreement in accordance with established deadlines or otherwise in a timely manner.

#### **3.4 Remedy for Inadequate Performance.**

- A. In the event REA performs Services and Deliverables which do not comply with the Terms and Conditions of this Agreement, REA shall, upon receipt of written notice and request from the RTA, re-perform the services (at no additional cost to the RTA). If REA's failure to perform in accordance with this Agreement causes damages, loss, or expense to the RTA, REA shall reimburse the RTA for the damages, loss, or expense incurred (which may be charged as an offset to REA's payment).
- B. REA will correct, at no cost to the RTA, any and all errors, omissions, or ambiguities in its work product submitted to the RTA, provided the RTA gives notice to REA.

**3.5 Standard of Care.** In performing its Services and Deliverables pursuant to this Agreement, REA and its employees, agents, and project team shall exercise their best efforts and the degree of care, skill, and diligence normally exercised by members of REA's profession performing services of a similar nature. REA shall also require its subcontractors (if any) to exercise their best efforts and the degree of care, skill, and diligence normally exercised by members of that subcontractor's profession.

**3.6 Responsibility for REA Agents.** REA shall be solely responsible for the acts and omissions of its employees, agents, project team, and subcontractors (if any). REA shall be solely responsible for ensuring its employees, agents, project team, and subcontractors (if any) understand and perform in accordance with this Agreement. REA shall be solely responsible for

ensuring its employees, agents, project team, and subcontractors (if any) are properly trained, qualified, and managed to perform under this Agreement.

**3.7 Compliance with Laws and Regulations.** In performing its services pursuant to this Agreement, REA shall comply with all applicable federal, state, and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto. REA shall obtain all patents, licenses, and any other permissions required to provide all Services and Deliverables pursuant to this Agreement and for use of all Services and Deliverables by the RTA.

**3.8 Warranties.** REA will provide all express and implied warranties required or provided for by Oklahoma law. This warrant is in addition to any other warranties provided in or applicable to this Agreement.

## **Article 4 | COMPENSATION AND INVOICING**

### **4.1 Compensation for Completed Services.**

- A. REA shall be compensated by the RTA for Services and Deliverables performed pursuant to the Terms and Conditions of this Agreement and any Final Task Order under this Agreement at the rates provided in Attachment B (Compensation) or as otherwise provided in any given Final Task Order; provided, no compensation shall be due or owing:
  - 1. In the absence of a Final Task Order;
  - 2. In the absence of a properly executed purchase order;
  - 3. For undocumented, incomplete, or unaccepted Services and Deliverables; or
  - 4. In excess of fifty thousand dollars (\$50,000) in any RTA Fiscal Year.
- B. In no event will compensation exceed fifty thousand dollars (\$50,000) in any RTA Fiscal Year.

**4.2 Reasonable Compensation.** The Parties acknowledge that the compensation rates to be paid REA for REAs Services and Deliverables pursuant to this Agreement is a reasonable amount for such Services and Deliverables.

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

### **4.4 Invoicing.**

- A. REA shall submit invoices to the RTA on a monthly basis for payment in a form specified or approved by the RTA. Such invoices must be received by the RTA no later than the twenty-fifth (25<sup>th</sup>) calendar day of each month. Any invoices received after the

twenty-fifth (25<sup>th</sup>) calendar day of the month will be processed in the following accounting period. The amount invoiced shall cover Services and Deliverables incurred by REA in performance of any Final Task Order during the preceding accounting period.

- B. Supporting documentation for all Services and Deliverables contained in an invoice will be submitted with each invoice.
- C. The RTA shall have the right to disapprove specific elements of any invoice. The RTA will provide, in writing, such disapproval to REA within twenty (20) calendar days of invoice submittal. Approval by the RTA shall not be unreasonably withheld.
- D. The RTA will pay REA the undisputed amount of an invoice within sixty (60) calendar days after the receipt of a valid, complete, and properly documented invoice.

## **Article 5 | TERMINATION**

### **5.1 Termination for Convenience.**

- A. At any time, either Party may terminate this Agreement for convenience upon not less than seven (7) calendar days' written notice to the other Party.
- B. Upon receipt of such notice, both Parties shall immediately discontinue all Services and Deliverables and activities (unless otherwise agreed by the Parties).
- C. REA will promptly send properly documented invoices to the RTA for any Services and Deliverables performed up to the time of notice due compensation pursuant to the Agreement.
- D. The RTA will pay REA for any unpaid fully performed and acceptable Services and Deliverables up to the time of notice, in accordance with the Terms and Conditions of this Agreement.

### **5.2 Termination for Cause.**

- A. The RTA may terminate this Agreement for cause if REA or any of its employees, agents, project team, or subcontractors (if any):
  - 1. Breach any of the Terms and Conditions of this Agreement;
  - 2. Fail or are unable to perform any of their obligations under this Agreement;
  - 3. Engage in fraud or willful misconduct; or
  - 4. Act in violation of Oklahoma or federal law.
- B. The RTA shall effectuate such termination by delivering to REA written notice of the termination specifying the basis of the cause.



- C. Upon receipt of such notice, REA shall immediately discontinue all Services and Deliverables and activities (unless the notice directs otherwise).
- D. The RTA will pay REA for all undisputed accrued amounts due and payable for Services and Deliverables already performed and accepted by the RTA prior to the effective termination date which are not rendered useless or impaired by the stated cause or breach. Otherwise, the RTA shall not be required to make any additional payments to REA whatsoever and the RTA will not have any further obligations to REA.
- E. The RTA may hold any outstanding payments for prior completed Services and Deliverables and any retainage as security for payment of any costs, expenses, or damages incurred by the RTA by reason of REAs breach or other cause for termination.
- F. The RTA, in its sole discretion, may provide REA up to thirty (30) calendar days to cure (i) a breach of any of the Terms and Conditions of this Agreement or (ii) a failure or inability to perform any of its obligations under this Agreement. In such case, the notice of termination will also state the time period in which cure is permitted and any other appropriate conditions. If REA fails to remedy its breach or non-performance within the period of time allowed, the RTA shall have the right to terminate this Agreement without any further obligation to REA.

**5.3 Stop Work.** The RTA may require REA to stop all or any part of REAs work under this Agreement without cause for up to thirty (30) calendar days upon written notice (identified as a stop work order) to REA or for any further period as mutually agreed in writing between the Parties. Upon receipt of the stop work order, REA shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Services and Deliverables covered by the stop work order during the period of work stoppage. REA shall be entitled to an extension of all deadlines missed as a result of the stopped work and all subsequent deadlines for a period equal to the time of the actual stop work period.

**5.4 Terms Surviving Termination and Stop Work.** The provisions of Section 3.8 Warranties, Article 6 Liability and Indemnification, Article 7 Insurance, Section 8.3 Confidentiality, Section 8.4 Trademarks, Section 8.5 Work Product, Section 8.8 Records, and Section 8.18 Executive Director Authority, shall survive the expiration and termination of this Agreement and any stop work under this Agreement.

## **Article 6 | LIABILITY AND INDEMNIFICATION**

**6.1 Liability.** REA shall hold harmless, defend at its own expense, and indemnify the RTA and the RTAs officers, employees, and agents, against any and all liability, claims, losses, damages, demands, liens, encumbrances, judgments, awards, fines, costs, expenses, settlements, and suits, actions, or proceedings, including reasonable attorney's fees (collectively "Liabilities"), arising from all negligent, reckless, or intentionally wrongful acts or omissions of REA or its officers, employees, agents, suppliers, or subcontractors rendering services under this Agreement. However, REA will not be obligated to indemnify the RTA for claims arising from the sole

negligence, recklessness, or intentionally wrongful acts or omissions of the RTA, its officers, employees, and agents.

**6.2 Reimbursement.** REA shall reimburse the RTA for any Liabilities the RTA may incur pursuant to the negligent, reckless, or intentionally wrongful acts or omissions of REA or its officers, employees, agents, suppliers, or subcontractors pursuant to Section 6.1 in this Agreement within thirty (30) calendar days of an appropriate finding of facts, whether by mutual agreement or by a court of law.

**6.3 Relationship to Insurance.** The Terms and Conditions in this Article 6 are not limited or defined by the insurance Terms and Conditions in this Agreement.

**6.4 Notice of Liability.** Each Party shall promptly notify the other Party in writing upon receipt of any liability, claim, or other action described in Section 6.1 of this Agreement.

## **Article 7 | INSURANCE**

**7.1 Insurance Requirements.** REA 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 REA, its officers, employees, agents, or subcontractors.

**7.2 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 REAs profession, with limit no less than one-million dollars (\$1,000,000) per occurrence (or claim).

### **7.3 Duration of Coverage.**

- A. All insurance required under this Agreement shall be procured and maintained in full force and effect:
  - 1. Prior to and as a condition of approval of this Agreement;
  - 2. For the duration of this Agreement; and

3. Until formal acceptance of all Services and Deliverables.

B. In the event REA procures and maintains professional liability insurance in the form of “claims-made” coverage, REA will provide professional liability tail coverage that extends at least two (2) years past the expiration of this Agreement or the formal final acceptance of all Services and Deliverables by the RTA, whichever comes later.

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

**7.5 Certifications and Endorsements.** REA shall provide the 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 the 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.” Said certificates of insurance and endorsement pages are provided in Attachment C (Insurance) hereto.

**7.6 Confirmation Authority.** REA authorizes the RTA to confirm REAs insurance compliance with its insurance agents, brokers, surety, and carriers.

**7.7 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 the 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.

**7.8 Primary.** All insurance coverage of REA shall be primary to any insurance or self-insurance program carried by the RTA.

**7.9 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, REA is affirming a deductible does not exist and thus a deductible is not approved or accepted. If REAs deductible is different than declared, then the RTA will hold an equal amount from pay claims until the RTA has a retainage sufficient to cover the deductible.

**7.10 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 REA provides professional liability tail coverage that extends at least two (2) years past the expiration of this Agreement or the formal final acceptance of all Services and Deliverables by the RTA, whichever comes later.

**7.11 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.

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

**7.13 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.

**7.14 Change or Cancellation.**

- A. REA shall provide actual prior notice to the 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) calendar 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 REA has prior to such change, reduction, lapse, suspension, cancellation, or termination, provided a certificate of insurance and endorsement pages evidencing REA 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, the RTA may at its sole option suspend this Agreement without extension of deadlines 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, REA shall be fully responsible and liable for and the RTA may at its option withhold payment otherwise due REA to pay any claim by the 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.

**Article 8 | OTHER TERMS**

**8.1 Non-Discrimination.** REA shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, age, disability, religion, or sex (including pregnancy, sexual orientation, and gender identity), including, without limitation, with regard to employment, promotion, demotion, transfer, recruitment, advertising, layoff,

termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. REA will post such notice in a conspicuous place available to employees and applicants. REA will also require these same non-discrimination terms in any subcontracts associated with this Agreement.

**8.2 Independent Contractor Status.** REA is an independent contractor and will act exclusively as an independent contractor. REA is not an agent or employee of the RTA. The Parties do not intend, and will not hold out, that there exists any agency, partnership, corporation, joint venture, association, undertaking for profit, or other form of employment relationship among the parties, other than that of an independent contractor relationship. The RTA will not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to REA or its officers, employees, agents, or subcontractors. Any such taxes, if due, are the responsibility of REA and will not be charged to or due from the RTA.

### **8.3 Confidentiality.**

- A. The Parties acknowledge that in the course of performing this Agreement, each Party may provide the other with confidential information, including, but not limited to, information relating to employees, customers, security, marketing plans, business strategies, or security. During the term of this Agreement, and thereafter, neither Party, nor their officers, employees, agents, or subcontractors, shall disclose to any third parties any confidential information obtained by the other Party, without prior written consent of the other Party. The foregoing shall not apply to any information that is publicly available or required to be disclosed by law.
- B. REA acknowledges that the RTA is a public body subject to open record and open meeting regulations and generally posts its business documents on a public website and that this Agreement may be subject to such posting.

**8.4 Trademarks.** Neither Party shall use or release the trademark, logos, service marks, or commercial symbols of the other Party without first having obtained written permission from the other Party. Any trademark acquired for Services and Deliverables will be in the name of and owned by the RTA.

### **8.5 Work Product.**

- A. Unless otherwise directed by the RTA in writing, REA shall deliver in a timely manner to the RTA all Work Product:
  - 1. At the completion of REAs Services and Deliverables
  - 2. Upon request from the RTA; and
  - 3. Upon termination of this Agreement, whether for convenience or cause.
- B. REA may keep copies of all Work Product.

- C. No Work Product given to or collected, prepared, or assembled by REA pursuant to this Agreement shall be made available by REA to any individual or organization outside of REA without the prior approval of the RTA, except as required by law.

**8.6 Right to Request Status Reports.** REA shall, at such time and in such form as the RTA may require, furnish reports concerning the status of any Services and Deliverables under this Agreement.

**8.7 Right to Audit.** REA shall provide sufficient access to the RTA and its authorized representatives to inspect and audit records and information related to the performance of this Agreement, and any invoices and supporting documentation, as reasonably may be required.

## **8.8 Records.**

- A. REA will maintain complete and accurate records in sufficient detail to permit evaluation of its performance under this Agreement with respect to its:

1. Work Product; and
2. Costs, expenses, receipts, and other such information.

- B. REA will:

1. Maintain said records in accordance with generally accepted accounting principles;
2. Keep said records for a period of at least five (5) years after expiration or termination of this Agreement; and
3. Make said records available in a timely manner upon the request of the RTA until the expiration of the five (5) years.

- C. If supplemental examination or audit of records is necessary due to concerns raised by the RTAs preliminary examination or audit of records, and the RTAs supplemental examination or audit of the records ultimately 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 the RTA for all reasonable costs and expenses associated with the supplemental examination or audit.

**8.9 Notice.** Any notice, request, demand, invoicing, or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if hand delivered, e-mailed (upon confirmation of receipt), or if sent by certified mail (upon the sooner of the expiration of three (3) business days after deposit in United States post office facilities properly addressed with first class postage prepaid or acknowledgment of receipt) to the contacts set forth below or to such other addresses or persons as such Party may designate by notice to the other Party hereunder:

To REA:

Regional Economic Advisors LLC  
Attn: Russell Evans  
1700 NW 185<sup>th</sup> Street  
Edmond, OK 73012  
Telephone:  
Email:

To RTA:

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

and

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

and

Municipal Counselor's Office  
Attn: Joshua Minner  
200 N Walker Ave., Fourth Floor  
Oklahoma City, OK 73102  
Telephone: (405) 297-3926  
Email: joshua.minner@okc.gov

**8.10 Assignability.** Neither Party shall transfer, assign, pledge or sell this Agreement to any person or organization without written approval of the other Party.

**8.11 Severability.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

**8.12 Governing Law and Venue.** The Parties expressly agree that this Agreement shall be construed and interpreted in accordance with and subject to the laws of the state of Oklahoma.

Venue for all legal proceedings arising out of this Agreement shall be in the state or federal court with competent jurisdiction in Oklahoma County, Oklahoma.

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

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

**8.15 Time is of Essence.** The Parties agree that time is of the essence with respect to this Agreement, and the time for performance of each task shall be made a part of the Agreement.

**8.16 Strict Performance.** The failure of any Party hereto to insist, in any one or more instances, upon the strict performance of any of the Terms and Conditions of this Agreement shall not be construed as a waiver or relinquishment of any such Terms and Conditions.

**8.17 Reservation of Rights.** The rights granted to or reserved by RTA in this Agreement are cumulative of every other right or remedy which RTA might otherwise have at law or in equity or under this Agreement and the exercise of one or more rights or remedies will not prejudice the concurrent or subsequent exercise of other rights or remedies.

**8.18 Executive Director Authority.**

- A. The Executive Director shall have the authority to administer this Agreement on behalf of the RTA.
- B. Said authority shall include, but is not limited to, the authority to, consistent with the provisions in this Agreement:
  - 1. Issue Task Order Requests, approve, deny, or use as a basis for further negotiation all Task Order Proposals, and approve and issue Final Task Orders;
  - 2. Receive invoices, disapprove invoices or elements therein, and approve invoices;
  - 3. Approve and issue payment for approved charges on invoices;
  - 4. Provide notices pursuant to and carry out the termination provisions of Article 5 in this Agreement;
  - 5. Accept, approve, and consent to assignments of this Agreement;
  - 6. Exercise renewal options; and
  - 7. Amend this Agreement, provided such amendment does not result in additional cost to the RTA.

**Article 9 | FEDERAL TERMS AND CONDITIONS**

REA shall comply with all federal laws, regulations, requirements, terms, and conditions provided in Attachment D (Federal Terms and Conditions) hereto.



APPROVED by Regional Economic Advisors LLC, this 14 day of July, 2023.

I, Evans, Russell, of Regional Economic Advisors LLC,  
intend all promises in this writing to be valid and legally enforceable and represent and warrant  
that I have authority to bind Regional Economic Advisors LLC to this Agreement.

Regional Economic Advisors LLC

By:

Russell R. Evans  
Signature  
Russell R. Evans  
Print Name  
PRESIDENT  
Title

STATE OF Oklahoma )  
COUNTY OF Oklahoma ) SS.

Signed and sworn to before me this 14 day of July, 2023, by  
Russell Evans.

[Signature]  
Notary

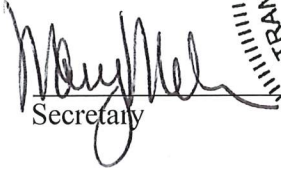
22005571  
Commission Number

04/20/2026  
Commission Expiration



APPROVED by the Directors of the Regional Transportation Authority of Central Oklahoma and signed by the Chairperson on this 19<sup>th</sup> day of July, 2023.

ATTEST:

  
Secretary



REGIONAL TRANSPORTATION  
AUTHORITY OF CENTRAL  
OKLAHOMA

  
Chairman

Reviewed for form and legality.

  
Assistant Municipal Counselor

**ATTACHMENT A**  
**Services and Deliverables**

REA will provide the RTA with economic advising services, to include, but not limited to the following:

- Sales and use tax forecasting;
- Economic outlook;
- Preparing and presenting updates, reports, and outlooks to the RTA, its Member Cities, and other groups; and
- Meeting and coordinating with RTA officials, employees, and agents and entities contracting with the RTA.

All Services and Deliverables will be performed on a task order basis in accordance with the Terms and Conditions of this Agreement.

**ATTACHMENT B**  
**Compensation**

Attached behind this page is a fee schedule and/or compensation Terms and Conditions governing this Agreement.

## Attachment B

### Compensation

Compensation for services rendered under this contract will be invoiced monthly. The workflow will vary across months according to the proposed project schedule below.

The fee schedule shall follow:

Fee Schedule	
Billing Month	Fee
Aug-23	\$ 4,545.45
Sep-23	\$ 4,545.45
Oct-23	\$ 4,545.45
Nov-23	\$ 4,545.45
Dec-23	\$ 4,545.45
Jan-24	\$ 4,545.45
Feb-24	\$ 4,545.45
Mar-24	\$ 4,545.45
Apr-24	\$ 4,545.45
May-24	\$ 4,545.45
Jun-24	\$ 4,545.50
FY 2024 Total	\$ 50,000.00
Jul-24	\$ 4,545.45
Jul-24	\$ 2,000.00
FY 2025 Total	\$ 6,545.45

Tentative Project Schedule			
Month	Sales and Use Tax Forecast	Regional Economic Outlook	Economic Impact of Infrastructure Investment
Jul-23	External legal review of contract language; refine task order approach and scope/schedule details	External legal review of contract language; refine task order approach and scope/schedule details	External legal review of contract language; refine task order approach and scope/schedule details
Aug-23	Build dataset either by coordinating with member cities or writing a program to scrape data from tax commission website	Develop and propose (A) an initial data library for the outlook and (B) a regional definition of the Central Oklahoma economy	Initiate a literature review of transportation economic impact reports and transportation economics
Sep-23	Conduct initial analysis of long-run trends in sales/use tax growth; construct histograms of geometric average growth over rolling windows	Build and maintain data library; build initial template for graphics and reporting	Build a report template and draft literature review and methodology sections
Oct-23	Identify a suitable subset of contemporaneous economic indicators from regional library for inclusion in sales/use tax models	Build and maintain data library; build initial template for graphics and reporting	Estimate the total economic impacts and draft into report as the infrastructure investment project is more fully defined
Nov-23	Create custom dataset of exogenous economic variables for scenario/sensitivity analysis; run econometric models	Run initial outlook/forecast specification; identify and resolve specification issues or performance gaps	Estimate the total economic impacts and draft into report as the infrastructure investment project is more fully defined
Dec-23	<b>DELIVERABLE:</b> Initial memo on sales tax forecasts, both short and long run	Refine/run final econometric forecast and build report tables and graphics	Estimate the total economic impacts and draft into report as the infrastructure investment project is more fully defined
Jan-24	<b>DELIVERABLE:</b> Sales/Use tax outlook and scenario dashboard; final forecast datasets delivered to PFM	<b>DELIVERABLE:</b> Full regional economic outlook and commentary draft	Estimate the total economic impacts and draft into report as the infrastructure investment project is more fully defined
Feb-24	Present findings as requested; update sales/use tax forecast with subsequent release of monthly data	<b>DELIVERABLE:</b> Incorporate final edits; finalize content for dashboard	Estimate the total economic impacts and draft into report as the infrastructure investment project is more fully defined
Mar-24	Present findings as requested; update sales/use tax forecast with subsequent release of monthly data	Present as requested the findings of the regional economic outlook	<b>DELIVERABLE:</b> Full draft of the economic impact of infrastructure investment
Apr-24	Present findings as requested; update sales/use tax forecast with subsequent release of monthly data	Present as requested the findings of the regional economic outlook	<b>DELIVERABLE:</b> Incorporate final edits and finalize economic impact memo
May-24	Present findings as requested; update sales/use tax forecast with subsequent release of monthly data	Present as requested the findings of the regional economic outlook	Present findings as requested
Jun-24	Present findings as requested; update sales/use tax forecast with subsequent release of monthly data	Present as requested the findings of the regional economic outlook	Present findings as requested
Jul-24	<b>DELIVERABLE:</b> Final commentary on or revisions to sales tax outlook given the additional observations	<b>DELIVERABLE:</b> A brief economic outlook update memo and commentary on macro conditions	Present findings as requested

**ATTACHMENT C**  
**Insurance**

Attached behind this page is a certificate of insurance and any endorsements provided by REA evidencing compliance with the insurance Terms and Conditions of this Agreement.



THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

July 17, 2023

Regional Transportation Authority  
of Central Oklahoma  
2000 S MAY AVE  
OKLAHOMA CITY OK 73108

## Account Information:

<b>Policy Holder Details :</b>	<b>Thorberg Collectorate Inc</b>
--------------------------------	----------------------------------



## Contact Us

### Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> COVENANT INSURANCE ADVISORS 38383982 933 NW 164TH ST STE 4 EDMOND OK 73013	<b>CONTACT NAME:</b>	
	<b>PHONE</b> (405) 896-5972 (A/C, No, Ext):	<b>FAX</b> (A/C, No):
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Hartford Underwriters Insurance Company	
	<b>INSURER B:</b> Trumbull Insurance Company	
<b>INSURED</b> THORBERG COLLECTORATE INC 141 NE 13TH ST OKLAHOMA CITY OK 73104-2806	<b>NAIC#</b>	
	30104	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability			38 SBA AW7TUN	03/15/2023	03/15/2024	EACH OCCURRENCE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
						PRODUCTS - COMP/OP AGG	\$4,000,000	
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			38 SBA AW7TUN	03/15/2023	03/15/2024	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000			38 SBA AW7TUN	03/15/2023	03/15/2024	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			38 WEC AR7EVA	06/07/2023	06/07/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$500,000
							E.L. DISEASE - EA EMPLOYEE	\$500,000
							E.L. DISEASE - POLICY LIMIT	\$500,000
A	Data Breach - Defense & Liab Cvg			38 SBA AW7TUN	03/15/2023	03/15/2024	Limit	\$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

## CERTIFICATE HOLDER

Regional Transportation Authority  
 of Central Oklahoma  
 2000 S MAY AVE  
 OKLAHOMA CITY OK 73108

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Susan L. Castaneda*

© 1988-2015 ACORD CORPORATION. All rights reserved.

## **ATTACHMENT D**

### **Federal Terms and Conditions**

As a recipient of Federal Transportation Administration (FTA) grants, the RTA agrees annually in the Master Agreement with the 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. The RTAs 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 most recent Master Agreement between the RTA and the FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

Further, Contractor acknowledges and understands that federal requirements that apply to the Agreement may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the RTA's underlying agreement with the federal government under which federal assistance for this project was awarded to the 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 Agreement and parties thereto at any tier.

### **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 Agreement, 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 the 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 the FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

### **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 the 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.

### **CIVIL RIGHTS AND EQUAL OPPORTUNITY**

The RTA is an equal opportunity employer. As such, the RTA agrees to comply with all applicable federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by federal laws or regulations, the RTA agrees to comply with the

requirements of 49 U.S.C. § 5323(h) (3) by not using any federal assistance awarded by the FTA to support procurements using exclusionary or discriminatory specifications.

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

### **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 the 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 (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 the 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 (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 the 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 the FTA may issue.

Contractor agrees to comply with, and assure that any subcontractor under this Agreement 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.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

### **Contract Assurance**

Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. 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 Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the 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, Contractor must pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the RTA makes to the Contractor. In the event this Agreement contains defined DBE contract goals, Contractor shall utilize the specific DBEs listed unless Contractor obtains the RTA's prior written consent; and that, unless the 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 RTA 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 RTA 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 Agreement is subject to 49 C.F.R. part 26. Therefore, 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 Agreement. The RTA shall make all determinations with regard to whether or not Contractor is in compliance with the requirements stated herein. In assessing compliance, the RTA may consider during its review of Contractor's submission package, Contractor's documented history of non-compliance with DBE requirements on previous contracts with the RTA.

## **DBE Participation**

For the purpose of this Contract, the RTA 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 Agreement is set at 0%. This goal represents those elements of work under this Agreement performed by qualified DBEs for amounts totaling not less than 0% of the total Agreement price. Failure to meet the stated goal at the time of proposal submission may render Contractor non-responsive.

## **Proposed Submission**

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 DBEs under this Agreement.
- B. A list of those qualified DBEs with whom Contractor intends to contract for the performance of portions of the work under the Agreement, the agreed price to be paid to each DBE for work, the Agreement items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Agreement 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 Agreement, 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 RTA.
- 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 Contractor is unable to meet the goal set forth above (DBE Participation Goal), the RTA will consider Contractor's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the RTA will consider as part of Contractor's good faith efforts include, but are not limited to, the following:

- A. Documented communication with the RTAs 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 RTA 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.

Contractor shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBEs for elements of the Agreement:

- A. The names, addresses, and telephone numbers of DBEs 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 DBEs contacted in obtaining bonding or insurance required by Contractor or the RTA.

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 RTA may take into account the performance of other proposers in meeting the Agreement 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 RTA may view this as evidence of Contractor having made good faith efforts.

### **Administrative Reconsideration**

Within five (5) business days of being informed by the RTA that it is not responsive or responsible because it has not documented sufficient good faith efforts, Contractor may request administrative reconsideration. Contractor should make this request in writing to the RTAs Procurement Coordinator. The Procurement Coordinator will forward 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, 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. 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 RTA will send the Contractor a written decision on its reconsideration, explaining the basis for finding that 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 RTA. 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**

Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule (see below) without the RTAs prior written consent. The RTA may provide such written consent only if Contractor has good cause to terminate the DBE firm. Before transmitting a request to



terminate, Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. 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 Agreement for any reason, Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the RTA 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 Agreement as the DBE that was terminated, to the extent needed to meet the Agreement 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 RTA shall monitor Contractor's DBE compliance during the life of the Agreement. In the event this procurement exceeds ninety (90) days, it will be the responsibility of Contractor to submit quarterly written reports to the RTA that summarize the total DBE value for this Agreement. These reports shall provide the following details:

- DBE utilization established for the Agreement;
- 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 Agreement; and
- The value of expenditures with each DBE firm from the inception of the Agreement 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. Contractor shall permit:

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

The authorized representative(s) of the RTA, the DOT, and the Comptroller General of the United States to inspect and audit all data and record of Contractor relating to its performance under the DBE participation provision of this Agreement.

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

### **Sanctions for Violations**

If at any time the RTA has reason to believe that Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the RTA 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 Contractor until such time as the issues concerning Contractor's compliance are resolved; and
- B. Termination or cancellation of the Agreement, in whole or in part, unless Contractor demonstrates within a reasonable time that it is in compliance with the DBE terms stated herein.

## **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.

## **GOVERNMENT-WIDE DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION (CONTRACTS EXCEEDING \$25,000)**

Contractor shall comply and facilitate compliance with 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 (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, 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.

## **Notification to FTA; Flow Down Requirement**

If a current or prospective legal matter that may affect the federal government emerges, Contractor must promptly notify the RTA. 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.

## **LOBBYING (CONTRACTS OVER \$100,000)**

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

- A. 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.
- B. 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.

Contractor 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.

## **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The 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 Agreement, absent the express written consent by the federal government, the federal government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the RTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

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.

## **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 Agreement, 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 Agreement 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 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 the FTA under the authority of 49 U.S.C. chapter 53, the federal 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 the FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## **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 (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.

## **SAFE OPERATION OF MOTOR VEHICLES**

### **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 the 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 Agreement.

## **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 Agreement, 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.

## **VIOLATION AND BREACH OF CONTRACT**

### **Rights and Remedies of the RTA**

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

1. The right to take over and complete the work or any part thereof as agency for and at the expense of Contractor, either directly or through other contractors;
2. The right to cancel this Agreement 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.

## **Rights and Remedies of Contractor**

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

## **Remedies**

Substantial failure of Contractor to complete a project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the RTA 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. Contractor recognizes that in the event of a breach of this Agreement by Contractor before the RTA takes action contemplated herein, the RTA will provide Contractor with sixty (60) days written notice that the RTA considers that such a breach has occurred and will provide Contractor a reasonable period of time to respond and to take necessary corrective action.

## **Disputes**

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

Example 2: The RTA and 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 RTA 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 Agreement, 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 RTA 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 Agreement, and in accordance with the RTAs direction or decisions made thereof.

### **Performance during Dispute**

Unless otherwise directed by the RTA, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

### **Claims for Damages**

Should either Party to the Agreement 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.

### **Remedies**

Unless this Agreement provides otherwise, all claims, counterclaims, disputes, and other matters in question between the RTA and 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 RTA is located.

### **Rights and Remedies**

The duties and obligations imposed by the Agreement 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 RTA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, 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 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 Agreement. 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.