



# BOARD OF DIRECTORS SPECIAL MEETING AGENDA

**WEDNESDAY, SEPTEMBER 16, 2020**

**2:30 P.M.**

**420 W. MAIN STREET, OKLAHOMA CITY, OK**

**10<sup>TH</sup> FLOOR CONFERENCE ROOM**

**SPECIAL MEETING AND VIDEOCONFERENCE**

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## **DIRECTORS:**

City of Del City	Donald Vick
City of Edmond	James Boggs, Treasurer
City of Midwest City	Aaron Budd
City of Moore	Steve Eddy
City of Norman	Marion Hutchison, Vice Chairman
City of Oklahoma City	Brad Henry, Chairman
City of Oklahoma City	Mary Mélon, Secretary

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**Teleconferencel Meeting:** <https://okc.zoom.us/j/91091761318>

**Meeting ID: 910 9176 1318**

**Passcode: 935054**



# BOARD OF DIRECTORS SPECIAL MEETING AGENDA

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## MEETING

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 that would like to participate in the meeting but requires an accommodation, modification of policies/procedures, auxiliary aid or service, or an alternate format of the agenda/information provided at the meeting, please contact the Trust Specialist at 405-297-2824 within 48 hours (not including weekends or holidays) of scheduled meeting. Individuals utilizing TTY/TDD technology for telephone communication should utilize the free "711 Relay Oklahoma" service by dialing 711 to assist you in contacting the Trust Specialist.

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## TELECONFERENCE MEETING

**Phone No: 1-346-248-7799 or 1-888-475-4499 (toll free)**

**Meeting ID: 910 9176 1318**

**Passcode: 935054**

The RTA will hold a virtual meeting in conjunction with a special meeting on September 16, 2020 at 2:30 p.m. The RTA encourages virtual participation in the public meeting from the residents of Oklahoma City, Del City, Edmond, Midwest City, Moore and Norman. Below are instructions on how to listen to the meeting, request to speak on certain agenda items and how to request to speak under Public comments.

To speak on a certain agenda item, place a call, in advance of the meeting to 405-297-2824 or text your request in advance of the meeting to 405-479-1615 or email [lisa.hubbell@okc.gov](mailto:lisa.hubbell@okc.gov). Include your name, the agenda item number and the reason you would like to speak. **Please submit your request prior to the beginning of the meeting to avoid receiving your request after your item has been considered.** Staff will attempt to submit requests received during the meeting to process them to the Chairman. When you are recognized by the Chairman, please press \*6 to unmute your phone.

If the virtual meeting is disconnected, staff will attempt to restore communications for a maximum of 15 minutes and if communications cannot be restored, the meeting will reconvene to the next regularly scheduled meeting. If you are disconnected, please try again before calling 405-297-2824 or texting 405-479-1615.

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## AGENDA

**September 16, 2020**

**2:30 p.m.**

**420 W Main Street, Oklahoma City, OK**

**10<sup>th</sup> Floor Conference Room**

## **SPECIAL MEETING AND VIDEOCONFERENCE**

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- 1. Call to Order** – Brad Henry, RTA Board Chairman
- 2. Roll Call** – Brad Henry, RTA Board Chairman
- 3. Consider Approval of Minutes**
  - a. July 15, 2020 Regional Transportation Authority Meeting
- 4. Executive Director Reports** – Jason Ferbrache, Interim Executive Director
  - A. Administration Report
- 5. Committee Reports** – Board of Directors
  - A. Property Acquisition Committee
  - B. RTA 21-001 External Audit Services Evaluation Committee
- 6. Formation of a New Committee** – Discuss forming new committee for the purpose of facilitating communication regarding RTA progress to member cities and key stakeholders.
- 7. Consider Ratifying and Approving Addendum No. 1; and Approving Professional Services Agreement** with Allen, Gibbs & Houlik, L.C. for independent auditing services, estimated cost of \$12,600, September 4, 2020 to September 3, 2025.

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**8. Receive Financial Report(s), and Ratify and Approve Claims**

C. Period of July 1, 2020 through July 31, 2020

D. Period of August 1, 2020 through August 31, 2020

**9. Public Comments – Brad Henry, RTA Board Chairman**

**10. Project Kick Off: Alternative Analysis Update – Kimley Horn**

**11. New Business – Brad Henry, RTA Board Chairman**

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 scheduled meeting of the Regional Transportation Authority (RTA) scheduled to convene at 2:30 p.m. was canceled and a special virtual meeting was convened at 1:00 p.m. on Wednesday, July 15, 2020, via teleconference. The agenda via teleconference was filed with the City Clerks of the City of Del City, the City of Edmond, the City of Midwest City, the City of Moore, the City of Norman, The City of Oklahoma City, and the Oklahoma County Clerk on July 13, 2020, at 12:49 p.m.. The Chair announced if the teleconference is disconnected anytime during the meeting, the meeting shall be stopped and reconvened once the audio connections is restored. If communication is unable to be restored within 15 minutes, items remaining for consideration will be moved to a certain date and time.

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## **RTA Board of Directors Present**

Brad Henry, Chairman  
Marion Hutchison, Vice Chairman  
James Boggs, Treasurer  
Mary Mélon, Secretary  
Donald Vick  
Aaron Budd  
Steve Eddy

## **Entity**

Oklahoma City  
Norman  
Edmond  
Oklahoma City  
Del City  
Midwest City  
Moore

## **RTA Board of Directors Absent**

None

## **Municipal Staff Support Present**

Randy Entz, Edmond  
Josh Moore, Edmond  
Billy Harless, Midwest City  
Tom Leatherbee, Del City

## **Guests Present**

Hayden Harrison, ACOG  
Hannah Nolen, ACOG  
Lee Nichols, HALFF  
Mark Seibold, Crafton Tull  
Chris Gray, CTA  
Derek Sparks, OKC Chamber  
Christy Jameson, City of OKC  
Bill Crum, The Oklahoman  
Taylor Johnson, City of Norman  
Ernie Mbroh, ODOT  
Christy Jameson, City of OKC  
Linda Koenig  
Abra Nusser

## **COTPA Staff**

Jason Ferbrache, Interim Executive Director  
Hailey Rawson, COTPA Legal Counsel  
Suzanne Wickenkamp, Administrative Manager, COTPA  
Michael Scroggins, Public Information Manager  
Tysheeka Holley, Graphic Design Specialist  
Iris Newman, Administrative Assistant  
Lisa K. Hubbell, Trust Specialist  
Justin Broesel, EMBARK

# REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA

JULY 15, 2020

1:00 P.M.

## SPECIAL VIRTUAL MEETING AGENDA

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### 1. Call to Order – Brad Henry, RTA Board Chairman

Governor Henry called the meeting to order at 1:00 p.m.

### 2. Roll Call – Brad Henry, RTA Board Chairman

**PRESENT:** Boggs, Budd, Eddy, Henry, Hutchison, Mélon, and Vick.

**ABSENT:** None

### 3. Minutes of June 17, 2020 Regional Transportation Authority Meeting

**APPROVED. Moved by Vick, seconded by Mélon. AYES:** Boggs, Budd, Eddy, Henry, Hutchison, Mélon, and Vick.

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

#### A. Administration Report

Suzanne Wickenkamp presented the report.

### 5. Committee Reports – Board of Directors

#### A. Property Acquisition Committee – Discussion with BNSF Railroad

Director Hutchinson reported there were no additional meetings. Ms. Holmes presented a PowerPoint regarding the North/South Commuter Rail Corridor, summarizing the Regional Fixed Guideway Study that identified three transportation corridors. Ms. Holmes discussed the purpose of the review, encouraging the Board of Directors to start thinking about service parameters, conditions and trade-offs. Ms. Holmes noted there would be a discussion with BNSF Railroad later today.

#### B. RFQ Evaluation Committee

Director Eddy reported on negotiations with Kimley-Horn, noting at the June 17, 2020 Meeting, the Board authorized the committee to move forward with the negotiations. On July 1, 2020, Chairman Henry and Director Eddy met with Kimley-Horn to discuss the scope of work. Negotiations went well, and the Committee asked the consultant to resubmit fee proposals and a scope of work. On July 8, 2020, Kimley-Horn submitted the scope and fees. On July 9, 2020, the second meeting occurred. The item is on the today's agenda for the Board's consideration.

### 6. Renewal of Professional Service Agreement with Holmes and Associates, LLC, extending the term of the agreement from September 19, 2020 to September 18, 2022, estimated annual cost \$500,035.

Chairman Henry provided a history of the consultant's contract, noting it was with Association of Central Oklahoma Governments (ACOG). When the RTA was formed, the contract was assigned to the RTA by ACOG. The current contract expires in September 2020. The Interim Executive Director, Jason Ferbrache, summarized the scope of work and annual cost. Ms. Holmes discussed her experience working with local communities on transit issues. Director Vick asked about professional liability insurance, and noted it was not in contract. Ms. Holmes stated she has professional liability insurance, and she could provide a copy to the RTA. Director Vick recommended attaching an amendment to the contract to include professional liability insurance. Mr. Ferbrache suggested the Board receive the certificate of insurance at next month's board meeting.

**APPROVED. Moved by Vick, seconded by Boggs. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Mélon, and Vick.**

- 7. Agreement with the Central Oklahoma Transportation and Parking Authority**, assigning the Regional Transportation Authority of Central Oklahoma as a sub-recipient for federal mass transit funding for the Oklahoma City urbanized area, estimated cost \$700,000.

Chairman Henry recommended the title of the agenda item be amended to state "cost \$700,000" and removing the word "estimated".

**AMENDED. Moved by Hutchinson, seconded by Mélon. AYES: Boggs, Budd, Eddy, Henry, Hutchinson, Mélon and Vick.**

**APPROVED. Moved by Boggs, seconded by Hutchinson. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Mélon, and Vick.**

- 8. Professional Services Contract with Kimley-Horn**, to update the Alternative Analysis of the Commuter Corridor Study, July 15, 2020 to July 14, 2024, cost not to exceed \$8,068,404; and authorize Notice to Proceed for Task Order 1, cost not to exceed total maximum fee of \$699,404.

Chairman Henry noted that Kimley-Horn will be great assistance for the RTA beyond the Alternatives Analysis Study. Chairman Henry discussed funding, the tasks that will need to be done, the approval of the task orders by the Board, and no invoices until task has been approved.

The RTA is not obligated to pay the full contract cost, payments are based upon tasks. The Board must authorize and approve each task and issuance of any notices to proceed. Director Vick asked about professional liability insurance, the General Counsel noted Attachment "G" of the agreement was the certificate of insurance.

**APPROVED. Moved by Hutchison, seconded by Eddy. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Mélon, and Vick.**

- 9. Request for Proposal, RTA 21-001 External Audit Services**, for independent auditing services for the period of February 2019 to June 30, 2020, estimated cost \$15,000.

**APPROVED. Moved by Mélon, seconded by Hutchison. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Mélon, and Vick.**

Chairman Henry appointed Director Boggs to the Evaluation Committee, as Chairman. He also appointed directors Budd and Vick to the committee.

**10. Receive Financial Report, and Ratify and Approve Claims**

*A. Period of June 1, 2020 through June 30, 2020*

Mr. Ferbrache, Interim Executive Director, summarized the report.

**RECEIVED. Moved by Eddy, seconded by Boggs. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Mélon, and Vick.**

**11. Public Comments – Brad Henry, RTA Board Chairman**

None.

**12. Executive Session – Hailey Rawson, Legal Counsel**

Enter into Executive Session to discuss real property acquisition with BNSF Railroad, as authorized by 25 O.S. (2019) §307 (B)(3).

The RTA Board of Directors entered into executive session at 2:00 p.m.

**ENTERED INTO EXECUTIVE SESSION. Moved by Mélon, seconded by Budd. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Mélon, and Vick.**

**13. Reconvene and Provide Executive Session Reportable Action(s)– Brad Henry, RTA Board Chairman**

Chairman Henry reconvened the special virtual meeting and stated there was no reportable actions taken in Executive Session.

**RECONVENED: 3:43 P.M. Moved by Vick. seconded by Budd. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Mélon, and Vick.**

**14. New Business – Brad Henry, RTA Board Chairman**

None.

**15. Adjourned - 3:55 P.M.**

**ADJOURNED. Moved by Vick, seconded by Mélon. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Mélon, and Vick.**

**APPROVED** by the Board of Directors and **SIGNED** by the Chairman of the Regional Transportation Authority of Central Oklahoma, on this **16<sup>th</sup>** day of **September, 2020.**

**ATTEST:**

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**Mary Mèlon, Secretary**

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**Brad Henry, Chairman**





TO: Chairman and Board of Directors

FROM: Interim Executive Director

Consider Ratifying and Approving Addendum No. 1; and Approving Professional Services Agreement with Allen, Gibbs & Houlik, L.C. for independent auditing services, estimated cost of \$12,600, September 4, 2020 to September 3, 2025.

**Background** The Trust Indenture and Agreement requires an independent audit of the Regional Transportation Authority of Central Oklahoma (RTA) financial controls, and annual financial report. The report is to be filed annually with the governing body of the Beneficiaries. The Single Audit Act of the United States requires an annual audit of recipients of Federal funds. The RTA is committed to providing annual financial reporting in compliance with Generally Accepted Accounting Principles (GAAP) (SEC rule 15c2-12). The objective of the RTA is to comply with all statutory and regulatory requirements.

The Board of Directors approved a request for proposal (RFP) for external audit services at the July 15, 2020 board meeting. The RFP was advertised in the Journal Record and posted on the RTA website.

Addendum No. 1 was issued on August 3, 2020 in response to the questions received by the deadline. Proposals were due on August 12, 2020. One proposal was received from Allen, Gibbs & Houlik, L.C. (AGH).

The Evaluation Committee met on Friday, August 21, 2020, as reported earlier, and determined the sole proposer, AGH, met the criteria of the RFP and was a qualified firm. The proposal pricing is comparable to other auditing services contracts.

The Evaluation Committee directed the Interim Executive Director to move forward with negotiations with AGH. After several meetings, an agreement was reached. The subsequent professional services agreement (PSA) is attached for the Board of Directors' consideration.

**Recommendation:** Ratify and Approve Addendum No. 1; and Approve the Professional Services Agreement.

Jason Ferbrache  
Interim Executive Director



# ADDENDUM

**Addendum No. 1**, issued on Monday, August 3, 2020, for solicitation RTA 2021-001 External Audit Services, is hereby ratified and approved by the Regional Transportation Authority of Central Oklahoma, and signed by the Chairman, this **16<sup>th</sup>** day of **September 2020**.

**ATTEST:**

**REGIONAL TRANSPORTATION AUTHORITY  
OF CENTRAL OKLAHOMA**

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**Mary Mèlon, Secretary**

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**Brad Henry, Chairman**



# ADDENDUM

ISSUE DATE **Monday, August 03, 2020**

TO	<b>All Prospective Bidders/Proposers</b>
FROM	Lisa K. Hubbell, Trust Specialist
PROJECT NO.	RTA 2021-001 / Addendum No. 1
ACTION NEEDED	<b>The Bidder and/or Proposer shall acknowledge receipt of this Addendum and acceptance of the conditions by checking, dating and initialing the spaces corresponding to the Addendum on the Bid/Proposal Cost Form.</b>

This addendum is part of the Contract Documents and modifies the work. Acknowledge receipt of this addendum must be so noted, as directed in the proposal packet. Failure to do so may result in the disqualification of the submitted proposal.

The Regional Transportation Authority of Central Oklahoma (RTA) is issuing Addendum No. 1 to answer questions received, and to clarify and/or change the following items:

**1. Attachment "C" – Contract year 1**

**Q. When providing pricing information as outlined in Exhibit C – Does year 1 costs include the February 2019 – June 30, 2019 as well as the FY20 audit? Or is year 1 February 2019-June 30, 2019 and year 2 is the June 30, 2020 year end?**

**A.** Contract Year 1, includes the periods of February 2019 through June 30, 2019 and July 1, 2019 through June 30, 2020, a period of 17 months.

**2. Q. The RFP mentions an example contract was attached for review, but I didn't see that attached. Can we get a copy of the example contract?**

**A.** Section Titled "Contract", Paragraph "X. Contract", page 17, revised as follows:

A sample of the contract for the audit engagement is included as an attachment (Attachment "D").

See, Attachment "D"

**3. Section Titled, "Objective", page 2, revised as follows:**



# ADDENDUM

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

4. **Section Titled, "Description and Scope of Services Required", Paragraph "A. General", page 2, revised as follows:**

**A. General**

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

5. **Section Titled, "Description and Scope of Services Required, Paragraph "C. Proposal", page 4, revised as follows:**

**C. Proposal**

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

6. **Section Titled, "Description and Scope of Services Required, Paragraph "D. Proposal", page 4, revised as follows:**

**D. General Information Applicable to Proposals**



# ADDENDUM

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

**7. Section Titled, “Description and Scope of Services Required, Paragraph “L. Insurance”, page 12 and 13, revised as follows:**

**L. Insurance and Indemnification – Second Paragraph**

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

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

**8. Section Titled, “Description and Scope of Services Required, Paragraph “M. Other”, page 14, revised as follows:**

**M. Other**

1. A decision on the independent accounting firm who will be awarded the Authority's audit examinations should be made no later than September 4~~6~~30, 2020.

\* \* \*



# ADDENDUM

4. Conflict of Interest - The Auditing Firm may not represent any entities whose representation is in any way in conflict with the interests of the Regional Transportation Authority of Central Oklahoma ~~trusts of which the City is the beneficiary.~~

## ATTACHMENT “D”



### PROFESSIONAL SERVICES AGREEMENT

#### Contract/Project No. Project Name/Title

This Professional Services **Agreement** (“**Agreement**”) is entered into as of this \_\_\_ day of \_\_\_\_\_, 2020, by and between **INSERT VENDOR NAME** (“**SERVICES PROVIDER**”), and the Regional Transportation Authority of Central Oklahoma (“**RTA**”), a public trust organized under the laws of the State of Oklahoma (“**CONTRACTING ENTITY**”).

#### WITNESSETH:

**WHEREAS**, on **DATE**, the **CONTRACTING ENTITY** prepared a Request for **Proposal** (“**RFP**”) seeking a Professional Services **Agreement** for **INSERT SERVICE PROVIDED** for the **CONTRACTING ENTITY**; and

**WHEREAS**, on **DATE**, the **CONTRACTING ENTITY** received responses to its RFP; and

**WHEREAS**, a selection committee reviewed and evaluated the responses; and

**WHEREAS**, the **SERVICES PROVIDER** represented itself, both in its response (“**Proposal**”) and its interviews (“**Interviews**”) as an expert in the field of **INSERT SERVICE PROVIDED** with skilled professionals willing, able, and capable of timely providing the services requested and required by the **CONTRACTING ENTITY** in the RFP; and

**WHEREAS**, based upon the representations, guarantees, and warranties expressed by the **SERVICES PROVIDER** both in the **Proposal** and the **Interviews**, the selection committee recommended, and the **CONTRACTING ENTITY** selected and entered this **Agreement** with the **SERVICES PROVIDER**; and

**WHEREAS**, the **CONTRACTING ENTITY** strives to obtain **describe what you are obtaining**; and

## ATTACHMENT “D”



**WHEREAS, CONTRACTING ENTITY** retains **SERVICES PROVIDER** to provide professional services as an independent **SERVICES PROVIDER**; and

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

**NOW, THEREFORE**, for and in consideration of the above premises and the mutual covenants set forth herein, the **CONTRACTING ENTITY** and **SERVICES PROVIDER** hereby mutually agree as follows:

### 1. **PROFESSIONAL SERVICES AGREEMENT**

Subject to the terms and conditions of this **Agreement**, **CONTRACTING ENTITY** retains **SERVICES PROVIDER**, an independent **SERVICES PROVIDER**, to provide **CONTRACTING ENTITY** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **CONTRACTING ENTITY** services, products, solutions, and deliverables that meet all the purposes and functionality requested or described in the RFP and in this **Agreement**.

- (a) This **Agreement** governs the Scope of Services including, but not limited to, all services, products, solutions and deliverables to be provided by **SERVICES PROVIDER** to the **CONTRACTING ENTITY**. The **Attachments** are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this paragraph.
- (b) The text of this **Agreement**, together with the **Attachments**, constitutes the entire **Agreement** and the only understanding and agreement between the **CONTRACTING ENTITY** and **SERVICES PROVIDER** with respect to the services, products, solutions and deliverables to be provided by **SERVICES PROVIDER** hereunder. This **Agreement** may



## ATTACHMENT “D”



only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this **Agreement**.

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

**Attachment “A” (“Project Description and Scope of Services”),**

**Attachment “B” (“List of Products, Solutions and Deliverables”),**

**Attachment “C” (“Payment Milestones and Schedule of Fees),**

**Attachment “D” (“SERVICES PROVIDER’S Project Team and CONTRACTING ENTITY’s Resources”),**

**Attachment “E” (“Request for Proposals, including Addenda”),**

**Attachment “F” (“Insurance”),**

**Attachment “G” (“SERVICES PROVIDER’S Interview and Proposal”),**

**Attachment “H” (Performance Bond).**

- (d) Change Order. **CONTRACTING ENTITY’S** Administrator or designated representative is appointed as the authorized representative of **CONTRACTING ENTITY** with authority to process any change order request, as needed.

## ATTACHMENT “D”



- (e) **CONTRACTING ENTITY:** The term "**CONTRACTING ENTITY**" as used throughout this **Agreement** shall mean the Regional Transportation Authority of Central Oklahoma ("RTA").

### 2. TERM AND RENEWAL

- (a) **Term of Agreement:** The initial term of this **Agreement** shall be effective for a period of \_\_\_\_\_ year(s), as approved by **CONTRACTING ENTITY**, with the option to renew.
- (b) **Renewal of Agreement:** This **Agreement** is renewable for \_\_\_\_\_ (#) \_\_\_\_\_ optional \_\_\_\_\_-year periods at the sole option of the **CONTRACTING ENTITY**. Should the **CONTRACTING ENTITY** desire to renew the **Agreement**, a written preliminary notice will be furnished to the **SERVICES PROVIDER** prior to the expiration date of the **Agreement**. (Such preliminary notice will not be deemed to commit the **CONTRACTING ENTITY** to renew.)

### 3. SCOPE OF SERVICES

**SERVICES PROVIDER** is solely responsible for the actions, non-action, omissions, and performance of **SERVICES PROVIDER'S** employees, agents, **SERVICES PROVIDERS**, and subcontractors ("**SERVICES PROVIDER's Project Team**") and to ensure:

- (a) The timely provision of the Project and timely performance of the Scope of Services as each are defined in **Attachment "A"**,
- (b) The timely provision of all services, products, solutions and deliverables, including but not limited to, the Deliverables listed on **Attachment "B"**,

**SERVICES PROVIDER** will be solely responsible to ensure the **SERVICES PROVIDER'S** Project Team fully understands the Project, the Scope of Services, the Deliverables, the schedule for performance, and the **CONTRACTING ENTITY'S** goals and purposes. **SERVICES PROVIDER** will be solely responsible to ensure the **SERVICES PROVIDER'S Project Team** is adequately trained, instructed,

## ATTACHMENT “D”



and managed so that **SERVICES PROVIDER** timely provides the Project and satisfies **SERVICES PROVIDER'S** obligations under this **Agreement**. **SERVICES PROVIDER** may not change the **SERVICES PROVIDER'S Project Team** as set forth on Attachment “D” (“**SERVICES PROVIDER'S Project Team and CONTRACTING ENTITY'S Resources**”) without the prior written consent of the **CONTRACTING ENTITY'S** Administrator. The **CONTRACTING ENTITY'S** Administrator is the **CONTRACTING ENTITY** Manager or designee, as stated in writing.

**SERVICES PROVIDER** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **SERVICES PROVIDER** shall obtain all patents, licenses and any other permission required to provide all services, products, solutions and deliverables and for use of all services, products, solutions and deliverables by the **CONTRACTING ENTITY**.

#### 4. COMPENSATION

**CONTRACTING ENTITY** shall pay **SERVICES PROVIDER** the compensation after completion of services or products as specified in Attachment “C” (“**Payment Milestones and Schedule of Fees**”), subject to the submission of appropriate documentation and completion and acceptance of all the services and deliverables. No payment will be due or owing for any incomplete or undocumented services and deliverables.

The **CONTRACTING ENTITY** and **SERVICES PROVIDER** acknowledge that the compensation to be paid **SERVICES PROVIDER** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of **SERVICES PROVIDER** and **SERVICES PROVIDER'S Project Team**.

Price Adjustment Terms. The unit price shall remain firm through the first twelve (12) month of the contract term.

## ATTACHMENT "D"



### 5. INDEPENDENT SERVICES PROVIDER STATUS

The parties hereby acknowledge and covenant that:

**SERVICES PROVIDER** is an independent **SERVICES PROVIDER** and will act exclusively as an independent **SERVICES PROVIDER** is not an agent or employee of the **CONTRACTING ENTITY** in performing the duties in this **Agreement**.

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

- (a) All payments to **SERVICES PROVIDER** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **SERVICES PROVIDER** are performed outside the State of Oklahoma.
- (b) The **CONTRACTING ENTITY** 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 **SERVICES PROVIDER** as **SERVICES PROVIDER** is an independent **SERVICES PROVIDER** and the members of its **SERVICES PROVIDER'S Project Team** are not employees of the **CONTRACTING ENTITY**. Any such taxes, if due, are the responsibilities of **SERVICES PROVIDER** and will not be charged to the **CONTRACTING ENTITY**.
- (c) **SERVICES PROVIDER** acknowledges that as an independent **SERVICES PROVIDER** it and its **Project Team** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **CONTRACTING ENTITY** for its employees.

### 6. TERMINATION AND STOP WORK.

This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect as stated herein, unless terminated by either party as provided for herein, until the Project is

## ATTACHMENT “D”



completed and accepted as provided herein. The **CONTRACTING ENTITY'S** Administrator is hereby authorized to issue notices of termination or suspension on behalf of the **CONTRACTING ENTITY**. This **Agreement** can be terminated, with or without cause, upon written notice, at the option of the **CONTRACTING ENTITY**.

(a) **Termination for Convenience** - Upon receipt of a notice of termination for the *convenience* from the **CONTRACTING ENTITY**, **SERVICES PROVIDER** shall:

- (1) Immediately discontinue all services and activities (unless the notice directs otherwise); and
- (2) Upon payment for products or services fully performed and accepted, **SERVICES PROVIDER** shall deliver to the **CONTRACTING ENTITY** all work, products, deliverables, documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise; and
- (3) Should there be a decision by **CONTRACTING ENTITY** to effectuate at termination for convenience, **CONTRACTING ENTITY** and the **SERVICES PROVIDER** would need to review all actions of the **SERVICES PROVIDER**, that would be due compensation for services and cart manufacture at the time of notice. **CONTRACTING ENTITY's** intent would be to compensate the **SERVICES PROVIDER** for completed services and at the time of notice, or as directed by the notice, to the degree these are satisfactorily performed in accordance with the **Agreement**. Upon termination for the *convenience* by the **CONTRACTING ENTITY**, the **CONTRACTING ENTITY** shall pay **SERVICES PROVIDER** for completed services, up to the time of the notice of termination for *convenience*, in

## ATTACHMENT “D”



accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

- (b) **Termination for Cause** - Upon notice of termination for *cause* from the **CONTRACTING ENTITY**, **SERVICES PROVIDER** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **SERVICES PROVIDER** shall release and waive any interest in any retainage. The **CONTRACTING ENTITY** 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 **CONTRACTING ENTITY** by reason of **SERVICES PROVIDER’S** breach or other cause. Provided, however, upon notice of termination for cause, **SERVICES PROVIDER** shall deliver to the **CONTRACTING ENTITY** services, products, solutions and deliverables including, but limited to, all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

The rights and remedies of the **CONTRACTING ENTITY** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **SERVICES PROVIDER** under this **Agreement**.

- (c) **Stop Work** - Upon notice to **SERVICES PROVIDER**, the **CONTRACTING ENTITY** may issue a stop work order suspending any services, performances, work, products, deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **SERVICES PROVIDER** under this **Agreement**. In the event the **CONTRACTING ENTITY** issues a stop work order to **SERVICES PROVIDER**, the

## ATTACHMENT “D”



**CONTRACTING ENTITY** will provide a copy of such stop work order to **SERVICES PROVIDER**. Upon receipt of a stop work order issued by the **CONTRACTING ENTITY**, **SERVICES PROVIDER** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **CONTRACTING ENTITY** in the stop work order. Upon notice to **SERVICES PROVIDER**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) days by the **CONTRACTING ENTITY**, without cause and without cost to **CONTRACTING ENTITY**; provided however, **SERVICES PROVIDER** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only. The **CONTRACTING ENTITY'S Contract Administrator** is hereby authorized to issue stop work orders on behalf of the **CONTRACTING ENTITY**.

### 7. OBLIGATION UPON TERMINATION FOR CONVENIENCE.

Except for the any warranties, indemnification, confidentiality, or insurance required or provided by the **SERVICES PROVIDER** under this **Agreement**, which shall survive the termination of this **Agreement** for *convenience* or for *cause*, in the event this **Agreement** is terminated for convenience hereunder, the **CONTRACTING ENTITY** shall pay **SERVICES PROVIDER** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **CONTRACTING ENTITY** shall have no further liability under this **Agreement** to **SERVICES PROVIDER** and **SERVICES PROVIDER** shall have no further obligations to the **CONTRACTING ENTITY**.

### 8. WARRANTIES

- (a) **SERVICES PROVIDER** warrants that all services, products, solutions and deliverables performed or provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise normally employed by expert professionals performing the same or similar services. **SERVICES PROVIDER** shall

## ATTACHMENT “D”



maintain during the term of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **SERVICES PROVIDER** agrees to require all members of the **SERVICES PROVIDER'S Project Team** to provide any and all services, products, solutions and deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **SERVICES PROVIDER**.

- (b) During the term of this **Agreement**, **CONTRACTING ENTITY'S** initial remedy for any breach of the above warranty shall be to permit **SERVICES PROVIDER** one additional opportunity to perform the services, or provide the products, solutions and deliverables without additional cost to **CONTRACTING ENTITY**. If **SERVICES PROVIDER** cannot perform the services, or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **CONTRACTING ENTITY** shall be entitled to recover, should the **CONTRACTING ENTITY** so determine to be in their best interest, any fees paid to **SERVICES PROVIDER** for previous payments, including, but not limited to, services, products, solutions, and deliverables and **SERVICES PROVIDER** shall make reimbursement or repayment within thirty (30) days of a demand by the **CONTRACTING ENTITY**. Should **SERVICES PROVIDER** fail to reimburse the **CONTRACTING ENTITY** within thirty (30) days of demand, the **CONTRACTING ENTITY** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.
- (c) The **SERVICES PROVIDER** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.



## ATTACHMENT “D”



### 9. INDEMNIFICATION

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

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

### 10. CONFIDENTIALITY

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

## ATTACHMENT “D”



### 11. RIGHT TO AUDIT

The **CONTRACTING ENTITY** shall have the right to examine books, papers and records of the **SERVICES PROVIDER** relative to all aspects of the **Agreement** awarded. Failure to provide the requested information may result in termination of the **Agreement**. This right to audit only affects **Agreement** compliance as a result of this **Agreement** and does not apply to vendor records beyond scope of **Agreement**.

### 12. MISCELLANEOUS

- (a) **Validity.** The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.
- (b) **No Waiver.** The failure or neglect of any party hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.
- (c) **No Assignment without Consent.** The parties hereby agree that as this is an agreement for the provision of specialized services, therefore **SERVICES PROVIDER** may not assign this **Agreement** in whole or in part without the prior written consent of the **CONTRACTING ENTITY**. In addition, **SERVICES PROVIDER** agrees that the **SERVICES PROVIDER'S Project Manager** may not be removed or replaced without the express written consent of the **CONTRACTING ENTITY'S Contract Administrator**.
- (d) **Venue and Applicable Law.** **Clients** and **SERVICES PROVIDER** hereby agree that any dispute, legal proceeding or action which may arise between or among them arising out of or in connection with this **Agreement** shall be adjudicated before a court located in

## ATTACHMENT “D”



Oklahoma City, Oklahoma, and each hereby submit to the exclusive personal jurisdiction of the courts of the State of Oklahoma located in Oklahoma City, Oklahoma and of the Federal District Court for the Western District of Oklahoma, located in Oklahoma City, with respect to any action or legal proceeding commenced by any party. The **SERVICES PROVIDER** irrevocably waives any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this **Agreement**, and consents to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth in the notice provision of this paragraph. This **Agreement** shall be construed and enforced in accordance with the laws of the State of Oklahoma.

- (e) **Descriptive Headings.** The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this **Agreement**.
- (f) **Counterparts.** This **Agreement** may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- (g) **Amendments.** This **Agreement** may not be modified, amended, altered or supplemented except upon the execution and delivery of a written amendment executed by each of the parties hereto.
- (h) **Entire Contract.** This **Agreement** constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

## ATTACHMENT “D”



- (i) **Time is of Essence.** Both the **CONTRACTING ENTITY** and **SERVICES PROVIDER** expressly agree that time is of the essence with respect to this **Agreement**, and the time for performance of each task shall be made a part of the **Agreement** and shall be strictly observed and enforced. Any failure on the part of the **CONTRACTING ENTITY** to timely object to the time of performance shall not waive any right of the **CONTRACTING ENTITY**, to object later.
- (j) **Upgrades and Substitutions.** During the performance of this **Agreement**, if any software named in this **Agreement** is upgraded in the software provider's product line by software performing the same functions, but using improved technology, then the newer product will be substituted upon the direction and approval of the **CONTRACTING ENTITY'S Contract Administrator**, or their written designee, and implemented by **SERVICES PROVIDER** for no increase in costs or fees.
- (k) **No Extra Work.** No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **CONTRACTING ENTITY** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **CONTRACTING ENTITY** through a contract amendment.
- (l) **Notices.** Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if e-mailed, hand delivered, or sent by facsimile transmission (upon confirmation of receipt), or if sent by certified mail (upon the sooner of the expiration of three (3) days after deposit in United States post office facilities properly addressed with first class postage prepaid or acknowledgment of receipt). All notices and payments to a party will be sent to the addresses set forth below or to such other address or person as such party may designate by notice to each other party hereunder:
- (m) **To SERVICES PROVIDER:**

## ATTACHMENT “D”



Services Provider Name

Address1

Address2

City/ST/Zip

Telephone:

E-mail:

### To CONTRACTING ENTITY:

Regional Transportation Authority of Central Oklahoma

c/o COTPA/EMBARK

2000 S May Avenue

Oklahoma City, OK 73108

Telephone: 405.291.1331

E-mail: [embarkok@okc.gov](mailto:embarkok@okc.gov)

(n) **Effective.** This **Agreement** shall become effective upon execution by the last party.

### 13. CONTRACTING ENTITY’S RESPONSIBILITIES

The **CONTRACTING ENTITY** shall only provide such space, equipment and personnel to assist **SERVICES PROVIDER** as expressly set forth in **Attachment “D” (CONTRACTING ENTITY’S Resources)**.

All financial obligations of the **CONTRACTING ENTITY** under this **Agreement** shall be solely the obligations of the **CONTRACTING ENTITY** regardless of how stated herein.

### 14. NONDISCRIMINATION

In connection with the performance of services and deliverable under this **Agreement**, **SERVICES PROVIDER** agrees as follows:

- (a) **SERVICES PROVIDER** shall not discriminate against any employee or applicant for employment because of age, race, creed, color, religion, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). **SERVICES PROVIDER** shall take action to ensure that employees or applicants for

## ATTACHMENT “D”



employment are treated without regard to their age, race, creed, color, religion, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. **SERVICES PROVIDER** shall agree to post, in conspicuous places, available to employees and applicants for employment.

- (b) In the event of **SERVICES PROVIDER** 's noncompliance with this nondiscrimination clause, this **Agreement** may be suspended, canceled or terminated by **CONTRACTING ENTITY**. **CONTRACTING ENTITY** may declare **SERVICES PROVIDER** ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by **SERVICES PROVIDER**.
- (c) **SERVICES PROVIDER** agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this **Agreement**.

### 15. ANTI-COLLUSION.

**SERVICES PROVIDER** warrants that it has not employed or retained any company or person other than a bona fide employee working solely for **SERVICES PROVIDER** to solicit or secure this **Agreement**. **SERVICES PROVIDER** further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for **SERVICES PROVIDER**, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this **Agreement**.

### 16. INSURANCE

**SERVICES PROVIDER** shall obtain and provide **CONTRACTING ENTITY** with a copy of the certificate of insurance prior to execution of the contract by **CONTRACTING ENTITY** and shall maintain

## ATTACHMENT “D”



such insurance throughout the term of this **Agreement** as required and in the form and in the amount set forth in **Attachment “F”** which is incorporated herein by reference.

### 17. PERFORMANCE BOND

**SERVICES PROVIDER** is required to provide and maintain bonds as set forth in **Attachment “H”** which is incorporated herein by reference. The bonds shall be executed by a surety company licensed to do business in the State of Oklahoma; having an “A” or better rating by A.M. Best or Standard and Poors; and included on the list of surety companies approved by the Treasurer of the United States. The bonds shall be in force from execution through the date of completion and acceptance of the initial order.

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## ATTACHMENT "D"



**WITNESS the hands of the parties hereto:**

The undersigned individual states that the Proposer will be bound by its proposal, the request for proposal, the terms and conditions of the Professional Services Agreement, and the requirements for proposers.

### TO BE COMPLETED BY THE SERVICES PROVIDER

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

Title: \_\_\_\_\_

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

**Note:** *If individual signing is not owner or an officer of the business or corporation a Letter of Authorization is to be included. For instance, if a Salesman or Manager signs this form, a letter of authorization is to be attached. Corporate Seal will be accepted in lieu of an authorization letter if affixed to this document.*

### TO BE COMPLETED BY THE NOTARY:

State of \* \_\_\_\_\_ )  
 ) SS.

County of \* \_\_\_\_\_ )  
[\*State and County where notarized must be written in.]

**SIGNED** and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020

by \_\_\_\_\_  
[Printed name of individual who signed above.]

Signature of Notary Public: \_\_\_\_\_

My Commission number: \_\_\_\_\_

My Commission expires: \_\_\_\_\_



## ATTACHMENT “D”



[Date/Year]

SAMPLE

## ATTACHMENT “D”



**APPROVED** by the Board of Directors and **SIGNED** by the Chairman of the Regional Transportation Authority of Central Oklahoma this \_\_\_\_\_ of \_\_\_\_\_, 2020.

**ATTEST:**

**REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA**

\_\_\_\_\_  
Mary Mélon, Administrator

\_\_\_\_\_  
Brad Henry, Chairman

Reviewed for form and legality.

\_\_\_\_\_  
General Counsel

## **Professional Services Agreement Attachments**

The following **Attachments** are incorporated by reference into the **Agreement** by and between the **CONTRACTING ENTITY** and **SERVICES PROVIDER** and shall have the priority and precedence as first set forth in paragraph one of this **Agreement**.

**The Attachments include:**

**Attachment “A” (“Project Description and Scope of Services”),**

**Attachment “B” (“List of Products, Solutions and Deliverables”),**

**Attachment “C” (“Payment Milestones and Schedule of Fees),**

**Attachment “D” (“SERVICES PROVIDER’S Project Team and CONTRACTING ENTITY’S Resources”),**

**Attachment “E” (“Request for Proposals, including Addenda”),**

**Attachment “F” (“Insurance”),**

**Attachment “G” (“SERVICES PROVIDER’S Interview and Proposal”),**

**Attachment “H” (“Performance Bond”),**

**Attachment “A”**  
**(“Project Description and Scope of Services”)**

Attached behind this page is a copy of the Project Description and the Scope of Services to be provided by the SERVICES PROVIDER in accordance with this Agreement.

**Attachment “B”**  
**(“List of Products, Solutions and Deliverables”)**

Attached behind this page is a copy of the List of Products, Solutions and Deliverables to be provided by the SERVICES PROVIDER and the timeframe upon which same must be completed and provided with supporting documentation by the SERVICES PROVIDER and in accordance with the requirements of this Agreement. The milestone payments and schedule of fees to provide these products, solutions and deliverables are listed in Attachment C.

**Attachment “C”**

**(“Milestone Payments and Schedule of Fees”)**

**Milestone Payments and Schedule of Fees are attached on the following pages.**

SAMPLE

## **Attachment “D”**

### **(“SERVICES PROVIDER’S Project Team and CONTRACTING ENTITY’S Resources”)**

The **SERVICES PROVIDER** may not modify, revise or change any other member of the **SERVICES PROVIDER’S Project Team** without the prior written consent of the **CONTRACTING ENTITY’S Contract Administrator**, which if the **SERVICES PROVIDER** clearly and convincingly presents verifiable documentation and information that the **SERVICES PROVIDER’S Project Team** replacement is equally skilled with the listed team member, the **CONTRACTING ENTITY’S Contract Administrator’s** consent will not be unreasonably withheld.

**CONTRACTING ENTITY’S Resources** shall consist of the following:

**Attachment “E”**  
**(“Request for Proposals, including Addenda”)**

Attached behind this page is a copy of the CONTRACTING ENTITY’s Request for Proposals, including Addenda.

SAMPLE



## **Attachment “F”**

### **(“Insurance”)**

#### **Insurance Certificates**

Attached behind this page is a Certificate of Insurance provided by the **SERVICES PROVIDER** to meet the requirements listed below. The **SERVICES PROVIDER** shall maintain the insurance throughout the entire contract.

Prior to approval of this contract, the **SERVICES PROVIDER** shall obtain insurance coverage as provided below. No work or occupancy of the Facilities will commence unless and until the required certificates of insurance are provided and in effect. Any deductibles or self-insured retentions or any scheme other than a full insured program of general liability, automobile liability, and/or employer's liability must be declared by the Contractor for approval in advance by the **CONTRACTING ENTITY**.

**Policy Limits:** The insurance coverage and limits required of the **CONSULTANT/SERVICES PROVIDER** under this contract are designed to meet the minimum requirements of the **CONTRACTING ENTITY**. Such coverage and limits are not designed as a recommended insurance program for the **CONSULTANT/SERVICES PROVIDER**. The **CONSULTANT/SERVICES PROVIDER** alone shall be responsible for the sufficiency of its own insurance program. Should the **CONSULTANT/SERVICES PROVIDER** have any question concerning its exposures to loss under this contract or the possible insurance coverage needed therefore, the **CONSULTANT/SERVICES PROVIDER** should seek professional assistance. The minimum aggregate limits of such insurance policies and continuing coverage shall be:

**Worker's Compensation and Employer's Liability Insurance.** The **CONSULTANT/SERVICES PROVIDER** shall provide and maintain, during the term of the contract, worker's compensation insurance as prescribed by the laws of the state of Oklahoma and employer's liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) each for all its employees employed at the site of the Project, and in case any work is subcontracted, the **SERVICES PROVIDER** employees, unless such employees are covered by the protection afforded by the **CONSULTANT/SERVICES PROVIDER**. In the event any class of employees engaged in work performed under the contract or at the site of the Project is not protected under such insurance heretofore mentioned, the **CONSULTANT/SERVICES PROVIDER** shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected. If the **CONSULTANT/SERVICES PROVIDER** is exempt under the

laws of the state of Oklahoma from the requirement to obtain and maintain worker's compensation insurance, then the **CONSULTANT/SERVICES PROVIDER** must provide the **CONTRACTING ENTITY** a copy of its Affidavit of Exempt Status from the Oklahoma Insurance Department.

**Commercial General Liability Insurance.** The **CONSULTANT/SERVICES PROVIDER** shall provide and maintain commercial general liability insurance coverage sufficient to meet the including the **CONTRACTING ENTITY** and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, as provided herein.

**Property damage liability** in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

**All other liability** in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

**Single occurrence or accident liability** in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

**Automobile Liability Insurance.** The **CONSULTANT/SERVICES PROVIDER** shall provide and maintain comprehensive automobile liability insurance coverage as to the maintenance, and use of all owned, non-owned, leased or hired vehicles sufficient to meet **the** including the **CONTRACTING ENTITY** and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, unless otherwise specifically and expressly provided herein.

**Property damage liability** in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

**All other liability** in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

**Single occurrence or accident liability** in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

**Professional liability insurance.** Before this **Agreement** may become effective, the Contractor will provide the **CONTRACTING ENTITY** with a certificate of insurance evidencing the Contractor's coverage under a Professional Liability Insurance Policy in an amount not less than \$100,000 aggregate annual limit of liability. Such insurance will be maintained for a period of two (2) years after the completion of this **Agreement**.

**Notice of Change, Reduction, Modification, Suspension, Lapse, or Cancellation.** There may be no termination, non-renewal, reduction, suspension, lapse or cancellation in coverage, or modification of such insurance coverage. **SERVICES PROVIDER** shall be responsible for providing the **RTA** actual notice of any change, reduction, suspension, lapse, or cancellation of any insurance provided under this Contract at least thirty (30) days prior to such change, reduction, suspension, lapse, or cancellation. Any lapse of insurance coverage is declared a breach of this **Agreement**. The **CONTRACTING ENTITY** may, at its option, suspend this **Agreement** until there is full compliance with this Exhibit D or terminate this **Agreement** for nonperformance. The provisions of this Exhibit will not limit or define the provisions of any other paragraph in this **Agreement**.

**SERVICES PROVIDER** shall be responsible for providing the **CONTRACTING ENTITY** actual notice of any change, reduction, suspension, lapse or cancellation of any insurance provided under this **Agreement** at least thirty (30) days prior to such change, reduction, suspension, lapse or cancellation.

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

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

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

**Other Requirements.** The **SERVICES PROVIDER** agrees to purchase and maintain prior to the approval of and during the life of this Contract, with an insurance company acceptable to the RTA the insurance policies set forth in **Section A** of this **Attachment** which may be met through a combination of primary and excess policies.

The **SERVICES PROVIDER** must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth herein. Certified, true, and exact copies of all insurance certificates required, and endorsement pages shall be provided to the **RTA** on a timely basis if requested by **RTA** staff.

All insurance must be from responsible insurance companies which are authorized to do business in the state of Oklahoma and are acceptable to the **RTA**. The required insurance coverage and policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

Nothing in this Section shall define or limit the rights of any party to this contract under any other provision of this contract, including but not limited to any indemnification provision.

**Additional Insureds.** All liability policies (except professional liability and worker's compensation and employer's liability policies) shall provide that the **RTA** are named additional insureds without reservation or restriction. The **RTA** and any of its participating trusts shall be named as loss payees on the **SERVICES PROVIDER's** valuable papers insurance policy for this Project.

All insurance coverage (except worker's compensation and employer's liability policies) of the **SERVICES PROVIDER** shall be primary and non-contributory to any insurance or self-insurance program carried by the **RTA**.

All insurance policies (except professional liability and worker's compensation and employer's liability policies) shall include a severability of interest provision wherein claims involving any insured hereunder, except with respect to limits of insurance, interests shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

**Deductibles.** All policies must be fully insured with any single policy deductible not exceeding \$25,000. All deductibles must be declared on the certificate of insurance. If no deductible is declared, the **SERVICES PROVIDER** is stating a deductible does not exist and thus a deductible is not approved or accepted. If the **SERVICES PROVIDER's** deductible is different than declared, then the **RTA** will hold an equal amount from pay claims until corrected.

At the option of the **CONTRACTING ENTITY**:

- (a) The **SERVICES PROVIDER** will require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the **CONTRACTING ENTITY**;
- (b) The Contractor will procure a bond guaranteeing payment of the losses and related investigations, claim administration, and defense expenses not otherwise covered by the Contractor's insurance because of deductibles or self-insurance retentions; or,
- (c) The Contractor will provide the **CONTRACTING ENTITY**'s protection liability coverage with the **CONTRACTING ENTITY** each as the named insureds, for the commercial general liability coverage requirement, in a combined single-limit bodily injury and property damage in the cumulative amount of the maximum liability exposure of the **CONTRACTING ENTITY** as set forth in the Governmental Tort Claims Act and any addition or amendments thereto.

Self-insured Retentions. Self-insured retentions will not be accepted unless accompanied by a bond (financial guarantee bond) or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration and defense expenses not otherwise covered by the **SERVICES PROVIDER/SERVICES PROVIDER**'s self-insured retention.

The insurance coverage and limits required of the **SERVICES PROVIDER** under this contract are designed to meet the minimum requirements of the **RTA**. Such coverage and limits are not designed as a recommended insurance program for the **SERVICES PROVIDER**. The **SERVICES PROVIDER** alone shall be responsible for the sufficiency of its own insurance program. Should the **SERVICES PROVIDER** have any question concerning its exposures to loss under this contract or the possible insurance coverage needed therefore, the **SERVICES PROVIDER** should seek professional assistance.

Occurrence/Claims-made. All policies, except Professional Liability Insurance, shall be in the form of an occurrence insurance coverage or policy. If any insurance is written in a claims-made form, the **SERVICES PROVIDER** shall also provide tail coverage that extends a minimum of two year from the expiration of this contract.

**Certificates.** The insurance coverage and limits required must be evidenced by properly executed certificates of insurance on forms approved by the Oklahoma Insurance Commissioner. Copies of these certificates have been provided to the **RTA** Contracting Officer prior to execution of this contract and are attached hereto. The certificates must be signed by the authorized representative of the insurance company(s) shown in the certificates. The **SERVICES PROVIDER** must attach a copy of the

power of attorney evidencing the authority of the authorized representative to execute the certificate of insurance. The certificate must include the **Project or Contract number** and **Project or Contract description or name**. There may be no termination, non-renewal, reduction in coverage, or modification of such insurance coverage.

The **SERVICES PROVIDER** authorizes the **RTA** to confirm all information so furnished as to the **SERVICES PROVIDER's** compliance with its bonds and insurance requirements with the **SERVICES PROVIDER's** insurance agents, brokers, surety and insurance carriers. The lapse of any insurance policy or coverage required by this contract is a breach of this contract for which the **SERVICES PROVIDER** shall repay and reimburse all payment made under the contract and such other damages, losses, and costs incurred by the **RTA**. The **RTA** may at their option suspend this contract until there is full compliance with this paragraph, and/or may suspend payment under this contract, and/or may cancel or terminate this contract and seek damages for the breach of this contract. The remedies in this paragraph shall not be deemed to waive or release any remedy available to the **RTA**. The **RTA** expressly reserve the right to pursue and enforce any other cause or remedy in equity or at law.

In the event of a reduction in any aggregate limit, the **SERVICES PROVIDER** shall immediately notify the **RTA** and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the **RTA** request a written statement from the insurance company(s) as to any impairments to or reduction of the aggregate limit, the **SERVICES PROVIDER** hereby agrees to promptly authorize and have delivered to the **RTA** such statement.

All insurance coverage required under this Contract shall be maintained in full force and effect until completion and formal acceptance of the Project by the **RTA**. If the **SERVICES PROVIDER** is providing claims-made insurance coverage, such coverage must be maintained in full force and effect for a period of two (2) years after the final, formal acceptance of this Project by the **RTA**.

**Duration of Coverage.** All insurance coverage required under this contract shall be maintained in full force and effect until completion and formal acceptance of the Project by the **CONTRACTING ENTITY**. For **CONSULTANT/SERVICES PROVIDERS** providing claims-made insurance coverage, such coverage must be maintained in full force and effect for a period of two (2) years after the final, formal acceptance of this Project by the **CONTRACTING ENTITY**.

The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation or termination of this contract.

**Attachment “G”**  
**(“Service Provider’s Interview and Proposal”)**

Attached behind this page is a copy of the SERVICES PROVIDER’S Proposal and certain documents submitted during the interview, review, and selection process, and certain recordings of the Interview.

**Attachment “H”**  
**(“Performance Bond”)**

**Attached behind this page is a copy of the SERVICES PROVIDER’S Performance Bond.**

SAMPLE





## PROFESSIONAL SERVICES AGREEMENT

### 21-001 External Audit Services

This Professional Services **Agreement** (“**Agreement**”) is entered into as of this 16<sup>th</sup> day of September, 2020, by and between **Allen, Gibbs & Houlik, L.C.** (“**SERVICES PROVIDER**”), and the Regional Transportation Authority of Central Oklahoma (RTA), a public trust organized under the laws of the State of Oklahoma (“**CONTRACTING ENTITY**”).

#### WITNESSETH:

**WHEREAS**, on July 16, 2020, the **CONTRACTING ENTITY** prepared a **Request for Proposal** (“**RFP**”) seeking a **Professional Services Agreement** for external audit services for the **CONTRACTING ENTITY**; and

**WHEREAS**, the RFQ was advertised in the Journal Record on July 22, 2020 and July 29, 2020, by the **CONTRACTING ENTITY**; and

**WHEREAS**, Addendum No. 1 was issued on July 30, 2020, and is incorporated herein as **Attachment “E”**; and

**WHEREAS**, on August 12, 2020, the **CONTRACTING ENTITY** received one response to its RFP; and

**WHEREAS**, the Evaluation Committee reviewed and evaluated the response based upon the evaluation criteria; and

**WHEREAS**, the **SERVICES PROVIDER** represented itself in its response (“**Proposal**”) as an expert in the field of external auditing services with skilled professionals willing, able, and capable of timely providing the services requested and required by the **CONTRACTING ENTITY** in the RFP; and

**WHEREAS**, based upon the representations, guarantees, and warranties expressed by the **SERVICES PROVIDER** in the **Proposal**, the Evaluation Committee recommended the **CONTRACTING ENTITY** select and enter this **Agreement** with the **SERVICES PROVIDER**; and

**WHEREAS**, the **CONTRACTING ENTITY** strives to obtain external auditing services; and

**WHEREAS**, **CONTRACTING ENTITY** retains **SERVICES PROVIDER** to provide professional services as an independent **SERVICES PROVIDER**; and

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

**NOW, THEREFORE**, for and in consideration of the above premises and the mutual covenants set forth herein, the **CONTRACTING ENTITY** and **SERVICES PROVIDER** hereby mutually agree as follows:

#### 1. PROFESSIONAL SERVICES AGREEMENT

Subject to the terms and conditions of this **Agreement**, **CONTRACTING ENTITY** retains **SERVICES PROVIDER**, an independent **SERVICES PROVIDER**, to provide **CONTRACTING ENTITY** all



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

- (a) This **Agreement** governs the Scope of Services including, but not limited to, all services, products, solutions and deliverables to be provided by **SERVICES PROVIDER** to the **CONTRACTING ENTITY**. The **Attachments** are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this paragraph.
- (b) The text of this **Agreement**, together with the **Attachments**, constitutes the entire **Agreement** and the only understanding and agreement between the **CONTRACTING ENTITY** and **SERVICES PROVIDER** with respect to the services, products, solutions and deliverables to be provided by **SERVICES PROVIDER** hereunder. This **Agreement** may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this **Agreement**.
- (c) If there is a conflict in language, terms, conditions, or provisions, in this **Agreement** between the text of this document, and any language, term, condition, or provision in any **Attachment**, then the text of this **document**, shall govern and control over any conflicting language, term, condition, or provision in any **Attachment**. As among the **Attachments** any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

**Attachment "A" ("Project Description and Scope of Services"),**

**Attachment "B" ("Proposal"),**

**Attachment "C" ("Payment Milestones and Schedule of Fees),**

**Attachment "D" ("SERVICES PROVIDER'S Project Team and CONTRACTING ENTITY's Resources"),**

**Attachment "E" ("Request for Proposals, including Addenda"),**

**Attachment "F" ("Insurance"),**

- (d) Change Order. **CONTRACTING ENTITY's** Administrator or designated representative is appointed as the authorized representative of **CONTRACTING ENTITY** with authority to process any change order request, as needed.
- (e) **CONTRACTING ENTITY:** The term "**CONTRACTING ENTITY**" as used throughout this **Agreement** shall mean the Regional Transportation Authority of Central Oklahoma ("RTA"), and if The City of Oklahoma City or any participating Public Trust which chooses to avail itself of the services from the resultant **Agreement**. Should the City of Oklahoma City or a participating Public Trust, of which The City of Oklahoma City is its sole Beneficiary, choose to avail itself of services from the resultant **Agreement(s)**, the Proposer(s) will honor the terms and conditions, including price, of the **Agreement(s)**.



## 2. TERM AND RENEWAL

- (a) **Term of Agreement:** The initial term of this **Agreement** shall be effective for a period of five (5) year(s), as approved by **CONTRACTING ENTITY**, with the option to renew.
- (b) **Renewal of Agreement:** This **Agreement** is renewable for one (1), optional 5-year period at the sole option of the **CONTRACTING ENTITY**. Should the **CONTRACTING ENTITY** desire to renew the **Agreement**, a written preliminary notice will be furnished to the **SERVICES PROVIDER** prior to the expiration date of the **Agreement**. (Such preliminary notice will not be deemed to commit the **CONTRACTING ENTITY** to renew.)

## 3. SCOPE OF SERVICES

**SERVICES PROVIDER** is solely responsible for the actions, non-action, omissions, and performance of **SERVICES PROVIDER'S** employees, agents, **SERVICES PROVIDERS**, and subcontractors ("**SERVICES PROVIDER's Project Team**") and to ensure:

- (a) The timely provision of the Project and timely performance of the Scope of Services as each are defined in **Attachment "A"**,
- (b) The timely provision of all services, products, solutions and deliverables, including but not limited to, the Deliverables listed on **Attachment "B"**,

**SERVICES PROVIDER** will be solely responsible to ensure the **SERVICES PROVIDER'S** Project Team fully understands the Project, the Scope of Services, the Deliverables, the schedule for performance, and the **CONTRACTING ENTITY'S** goals and purposes. **SERVICES PROVIDER** will be solely responsible to ensure the **SERVICES PROVIDER'S Project Team** is adequately trained, instructed, and managed so that **SERVICES PROVIDER** timely provides the Project and satisfies **SERVICES PROVIDER'S** obligations under this **Agreement**. **SERVICES PROVIDER** may not change the **SERVICES PROVIDER'S Project Team** as set forth on **Attachment "D"** ("**SERVICES PROVIDER'S Project Team and CONTRACTING ENTITY'S Resources**") without the prior written consent of the **CONTRACTING ENTITY'S** Administrator. The **CONTRACTING ENTITY'S** Administrator is the **CONTRACTING ENTITY** Manager or designee, as stated in writing.

**SERVICES PROVIDER** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **SERVICES PROVIDER** shall obtain all patents, licenses and any other permission required to provide all services, products, solutions and deliverables and for use of all services, products, solutions and deliverables by the **CONTRACTING ENTITY**.

## 4. COMPENSATION

**CONTRACTING ENTITY** shall pay **SERVICES PROVIDER** the compensation after completion of services or products as specified in **Attachment "C"** ("**Payment Milestones and Schedule of Fees**"), subject to the submission of appropriate documentation and completion and acceptance of all the services and deliverables. No payment will be due or owing for any incomplete or undocumented services and deliverables.

The **CONTRACTING ENTITY** and **SERVICES PROVIDER** acknowledge that the compensation to be paid **SERVICES PROVIDER** pursuant to this **Agreement** has been established at an amount



reasonable for the availability and services of **SERVICES PROVIDER** and **SERVICES PROVIDER'S Project Team**.

Price Adjustment Terms. The unit price shall remain firm through the first twelve (12) month of the contract term.

## 5. INDEPENDENT SERVICES PROVIDER STATUS

The parties hereby acknowledge and covenant that:

**SERVICES PROVIDER** is an independent **SERVICES PROVIDER** and will act exclusively as an independent **SERVICES PROVIDER** is not an agent or employee of the **CONTRACTING ENTITY** in performing the duties in this **Agreement**.

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

- (a) All payments to **SERVICES PROVIDER** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **SERVICES PROVIDER** are performed outside the State of Oklahoma.
- (b) The **CONTRACTING ENTITY** 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 **SERVICES PROVIDER** as **SERVICES PROVIDER** is an independent **SERVICES PROVIDER** and the members of its **SERVICES PROVIDER'S Project Team** are not employees of the **CONTRACTING ENTITY**. Any such taxes, if due, are the responsibilities of **SERVICES PROVIDER** and will not be charged to the **CONTRACTING ENTITY**.
- (c) **SERVICES PROVIDER** acknowledges that as an independent **SERVICES PROVIDER** it and its **Project Team** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **CONTRACTING ENTITY** for its employees.

## 6. TERMINATION AND STOP WORK.

This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect as stated herein, unless terminated by either party as provided for herein, until the Project is completed and accepted as provided herein. The **CONTRACTING ENTITY'S** Administrator is hereby authorized to issue notices of termination or suspension on behalf of the **CONTRACTING ENTITY**. This **Agreement** can be terminated, with or without cause, upon written notice, at the option of the **CONTRACTING ENTITY**.

- (a) **Termination for Convenience** - Upon receipt of a notice of termination for the *convenience* from the **CONTRACTING ENTITY**, **SERVICES PROVIDER** shall:
  - (1) Immediately discontinue all services and activities (unless the notice directs otherwise); and
  - (2) Upon payment for products or services fully performed and accepted, **SERVICES PROVIDER** shall deliver to the **CONTRACTING ENTITY** all work, products, deliverables, documents, data, drawings, specifications, reports, calculations,



field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise; and

- (3) Should there be a decision by **CONTRACTING ENTITY** to effectuate at termination for convenience, **CONTRACTING ENTITY** and the **SERVICES PROVIDER** would need to review all actions of the **SERVICES PROVIDER**, that would be due compensation for services and cart manufacture at the time of notice. **CONTRACTING ENTITY's** intent would be to compensate the **SERVICES PROVIDER** for completed services and at the time of notice, or as directed by the notice, to the degree these are satisfactorily performed in accordance with the **Agreement**. Upon termination for the *convenience* by the **CONTRACTING ENTITY**, the **CONTRACTING ENTITY** shall pay **SERVICES PROVIDER** for completed services, up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.
- (b) **Termination for Cause** - Upon notice of termination for *cause* from the **CONTRACTING ENTITY**, **SERVICES PROVIDER** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **SERVICES PROVIDER** shall release and waive any interest in any retainage. The **CONTRACTING ENTITY** 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 **CONTRACTING ENTITY** by reason of **SERVICES PROVIDER'S** breach or other cause. Provided, however, upon notice of termination for cause, **SERVICES PROVIDER** shall deliver to the **CONTRACTING ENTITY** services, products, solutions and deliverables including, but limited to, all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

The rights and remedies of the **CONTRACTING ENTITY** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **SERVICES PROVIDER** under this **Agreement**.

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



work order. Upon notice to **SERVICES PROVIDER**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) days by the **CONTRACTING ENTITY**, without cause and without cost to **CONTRACTING ENTITY**; provided however, **SERVICES PROVIDER** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only. The **CONTRACTING ENTITY'S Contract Administrator** is hereby authorized to issue stop work orders on behalf of the **CONTRACTING ENTITY**.

#### 7. **OBLIGATION UPON TERMINATION FOR CONVENIENCE.**

Except for the any warranties, indemnification, confidentiality, or insurance required or provided by the **SERVICES PROVIDER** under this **Agreement**, which shall survive the termination of this **Agreement** for *convenience* or for *cause*, in the event this **Agreement** is terminated for convenience hereunder, the **CONTRACTING ENTITY** shall pay **SERVICES PROVIDER** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **CONTRACTING ENTITY** shall have no further liability under this **Agreement** to **SERVICES PROVIDER** and **SERVICES PROVIDER** shall have no further obligations to the **CONTRACTING ENTITY**.

#### 8. **WARRANTIES**

- (a) **SERVICES PROVIDER** warrants that all services, products, solutions and deliverables performed or provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise normally employed by expert professionals performing the same or similar services. **SERVICES PROVIDER** shall maintain during the term of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **SERVICES PROVIDER** agrees to require all members of the **SERVICES PROVIDER'S Project Team** to provide any and all services, products, solutions and deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **SERVICES PROVIDER**.
- (b) During the term of this **Agreement**, **CONTRACTING ENTITY'S** initial remedy for any breach of the above warranty shall be to permit **SERVICES PROVIDER** one additional opportunity to perform the services, or provide the products, solutions and deliverables without additional cost to **CONTRACTING ENTITY**. If **SERVICES PROVIDER** cannot perform the services, or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **CONTRACTING ENTITY** shall be entitled to recover, should the **CONTRACTING ENTITY** so determine to be in their best interest, any fees paid to **SERVICES PROVIDER** for previous payments, including, but not limited to, services, products, solutions, and deliverables and **SERVICES PROVIDER** shall make reimbursement or repayment within thirty (30) days of a demand by the **CONTRACTING ENTITY**. Should **SERVICES PROVIDER** fail to reimburse the **CONTRACTING ENTITY** within thirty (30) days of demand, the **CONTRACTING ENTITY** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.





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

## 9. INDEMNIFICATION

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

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

## 10. CONFIDENTIALITY

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

## 11. RIGHT TO AUDIT

Audit working papers, consistent with professional standards, are the property of the Audit Firm, but shall promptly be made available to the **CONTRACTING ENTITY** and shall be made available for copying or review by the **CONTRACTING ENTITY**. The **CONTRACTING ENTITY** shall have the right to examine books, papers and records of the **SERVICES PROVIDER** relative to all aspects of the **Agreement** awarded. Failure to provide the requested information may result in termination of the **Agreement**. This right to audit only affects **Agreement** compliance as a result of this **Agreement** and does not apply to vendor records beyond scope of **Agreement**.



## 12. MISCELLANEOUS

- (a) **Validity.** The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.
- (b) **No Waiver.** The failure or neglect of any party hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.
- (c) **No Assignment without Consent.** The parties hereby agree that as this is an agreement for the provision of specialized services, therefore **SERVICES PROVIDER** may not assign this **Agreement** in whole or in part without the prior written consent of the **CONTRACTING ENTITY**. In addition, **SERVICES PROVIDER** agrees that the **SERVICES PROVIDER'S Project Manager** may not be removed or replaced without the express written consent of the **CONTRACTING ENTITY'S Contract Administrator**.
- (d) **Venue and Applicable Law.** **Clients** and **SERVICES PROVIDER** hereby agree that any dispute, legal proceeding or action which may arise between or among them arising out of or in connection with this **Agreement** shall be adjudicated before a court located in Oklahoma City, Oklahoma, and each hereby submit to the exclusive personal jurisdiction of the courts of the State of Oklahoma located in Oklahoma City, Oklahoma and of the Federal District Court for the Western District of Oklahoma, located in Oklahoma City, with respect to any action or legal proceeding commenced by any party. The **SERVICES PROVIDER** irrevocably waives any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this **Agreement**, and consents to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth in the notice provision of this paragraph. This **Agreement** shall be construed and enforced in accordance with the laws of the State of Oklahoma.
- (e) **Descriptive Headings.** The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this **Agreement**.
- (f) **Counterparts.** This **Agreement** may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- (g) **Amendments.** This **Agreement** may not be modified, amended, altered or supplemented except upon the execution and delivery of a written amendment executed by each of the parties hereto.
- (h) **Entire Contract.** This **Agreement** constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.





- (i) **Time is of Essence.** Both the **CONTRACTING ENTITY** and **SERVICES PROVIDER** expressly agree that time is of the essence with respect to this **Agreement**, and the time for performance of each task shall be made a part of the **Agreement** and shall be strictly observed and enforced. Any failure on the part of the **CONTRACTING ENTITY** to timely object to the time of performance shall not waive any right of the **CONTRACTING ENTITY**, to object at a later time.
- (j) **Upgrades and Substitutions.** During the performance of this **Agreement**, if any software named in this **Agreement** is upgraded in the software provider's product line by software performing the same functions, but using improved technology, then the newer product will be substituted upon the direction and approval of the **CONTRACTING ENTITY'S Contract Administrator**, or their written designee, and implemented by **SERVICES PROVIDER** for no increase in costs or fees.
- (k) **No Extra Work.** No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **CONTRACTING ENTITY** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **CONTRACTING ENTITY** through a contract amendment.
- (l) **Notices.** Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if e-mailed, hand delivered, or sent by facsimile transmission (upon confirmation of receipt), or if sent by certified mail (upon the sooner of the expiration of three (3) days after deposit in United States post office facilities properly addressed with first class postage prepaid or acknowledgment of receipt). All notices and payments to a party will be sent to the addresses set forth below or to such other address or person as such party may designate by notice to each other party hereunder:
- (m) **To SERVICES PROVIDER:**
- Allen, Gibb & Houlik, L.C.  
301 N Main Street, Suite 1700  
Wichita, KS 67202  
Contact: Tara J. Laughlin  
Telephone: 316-291-4043  
E-mail: tara.laughlin@aghlc.com
- To CONTRACTING ENTITY:**
- Regional Transportation Authority of Central Oklahoma  
EMBARK Headquarters  
2000 S May Avenue  
Oklahoma City, OK 73108  
Contact: Jason Ferbrache, Interim Executive Director  
Telephone: 405.297.1331  
E-mail: [embarkok@okc.gov](mailto:embarkok@okc.gov)
- (n) **Effective.** This **Agreement** shall become effective upon execution by the last party.



### 13. CONTRACTING ENTITY'S RESPONSIBILITIES

The **CONTRACTING ENTITY** shall only provide such space, equipment and personnel to assist **SERVICES PROVIDER** as expressly set forth in **Attachment "D" (CONTRACTING ENTITY'S Resources)**.

All financial obligations of the **CONTRACTING ENTITY** under this **Agreement** shall be solely the obligations of the **CONTRACTING ENTITY** regardless of how stated herein.

### 14. NONDISCRIMINATION

In connection with the performance of services and deliverable under this **Agreement**, **SERVICES PROVIDER** agrees as follows:

- (a) The **SERVICES PROVIDER**, sub-recipient, 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 is not limited to:
  - i. Withholding monthly progress payments;
  - ii. Assessing sanctions;
  - iii. Liquidated damages; and/or
  - iv. Disqualifying the contractor from future bidding as non-responsible
- (b) **SERVICES PROVIDER** shall not discriminate against any employee or applicant for employment because of age, race, creed, color, religion, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). **SERVICES PROVIDER** shall take action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, religion, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. **SERVICES PROVIDER** shall agree to post, in conspicuous places, available to employees and applicants for employment, notices provided by the City Clerk of the City of Oklahoma City setting forth provisions of § 25-41 of the Oklahoma City Municipal Code, 2010.
- (c) In the event of **SERVICES PROVIDER** 's noncompliance with this nondiscrimination clause, this **Agreement** may be suspended, canceled or terminated by **CONTRACTING ENTITY**. **CONTRACTING ENTITY** may declare **SERVICES PROVIDER** ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by **SERVICES PROVIDER**.
- (d) **SERVICES PROVIDER** agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this **Agreement**.



**15. ANTI-COLLUSION.**

**SERVICES PROVIDER** warrants that it has not employed or retained any company or person other than a bona fide employee working solely for **SERVICES PROVIDER** to solicit or secure this **Agreement**. **SERVICES PROVIDER** further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for **SERVICES PROVIDER**, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this **Agreement**.

**16. INSURANCE**

**SERVICES PROVIDER** shall obtain and provide **CONTRACTING ENTITY** with a copy of the certificate of insurance prior to execution of the contract by **CONTRACTING ENTITY** and shall maintain such insurance throughout the term of this **Agreement** as required and in the form and in the amount set forth in **Attachment "F"** which is incorporated herein by reference.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



Regional Transportation Authority  
of Central Oklahoma

WITNESS the hands of the parties hereto:

The undersigned individual states that the Proposer will be bound by its proposal, the request for proposal, the terms and conditions of the Professional Services Agreement, and the requirements for proposers.

**TO BE COMPLETED BY THE SERVICES PROVIDER**

Signature: Tara Laughlin

Title: Vice President

Date: 9/3/2020

**Note:** If individual signing is not owner or an officer of the business or corporation a Letter of Authorization is to be included. For instance, if a Salesman or Manager signs this form, a letter of authorization is to be attached. Corporate Seal will be accepted in lieu of an authorization letter if affixed to this document.

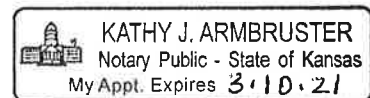
**TO BE COMPLETED BY THE NOTARY:**

State of \* Kansas )

) SS.

County of \* Sedgwick )

[\*State and County where notarized must be written in.]



**SIGNED** and sworn to before me this 4<sup>th</sup> day of Sept., 2020

by Tara Laughlin  
[Printed name of individual who signed above.]

Signature of Notary Public: Kathy J. Armbruster

My Commission number: 1133666

My Commission expires: 3/10/2021  
[Date/Year]



**APPROVED** by the Regional Transportation Authority of Central Oklahoma and **SIGNED** by the  
Chairman this \_\_\_\_\_ of \_\_\_\_\_, 2020.

**ATTEST:**

**REGIONAL TRANSPORTATION AUTHORITY OF  
CENTRAL OKLAHOMA**

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

\_\_\_\_\_  
Brad Henry, Chairman

Reviewed for form and legality.

\_\_\_\_\_  
Hailey Rawson, General Counsel

## **Professional Services Agreement Attachments**

The following **Attachments** are incorporated by reference into the **Agreement** by and between the **CONTRACTING ENTITY** and **SERVICES PROVIDER** and shall have the priority and precedence as first set forth in paragraph one of this **Agreement**.

**The Attachments include:**

**Attachment “A” (“Project Description and Scope of Services”),**

**Attachment “B” (“Proposal”),**

**Attachment “C” (“Payment Milestones and Schedule of Fees),**

**Attachment “D” (“SERVICES PROVIDER’S Project Team and CONTRACTING ENTITY’S Resources”),**

**Attachment “E” (“Request for Proposals, including Addenda”),**

**Attachment “F” (“Insurance”),**

**Attachment “A”**  
**(“Project Description and Scope of Services”)**

Attached behind this page is a copy of the Project Description and the Scope of Services to be provided by the SERVICES PROVIDER in accordance with this Agreement.

## Project Description

The Trust Indenture requires an independent audit of the Authority's financial controls, and annual financial report. The report is to be filed annually with the governing body of the Beneficiaries. The Single Audit Act of the United States requires an annual audit of recipients of Federal funds. The Regional Transportation Authority of Central Oklahoma will be a recipient of Federal funds in the future. The Authority is committed to providing annual financial reporting in compliance with Generally Accepted Accounting Principles (GAAP) (SEC rule 15c2-12). The objective of the Authority is to comply with all statutory and regulatory requirements.

## Scope of Services

The services will be an examination of the individual fund statements of the Regional Transportation Authority of Central Oklahoma for the period of February 19, 2019 through June 30, 2019, and fiscal year July 1, 2019 through June 30, 2020. The Audit Firm may be retained for three to five years.

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

The Audit Firm shall conduct its audit in accordance with generally accepted auditing standards (GAAS) as promulgated by the Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA) as amended or supplemented, Government Auditing Standards issued by the Comptroller General of the United States (GAS) and the provisions of the Single Audit Act Subpart F of Title 2 U.S. CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and the U.S. Office of Management and Budget's (OMB) Compliance. Those standards regulations, supplements or guides require that the Audit Firm plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, GAS does not expect us to provide reasonable assurance of detecting abuse.

In making risk assessments, the Audit Firm will consider internal control relevant to the Authority's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, the Audit Firm will communicate to the **CONTRACTING ENTITY** in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.



The Audit Firm is responsible for the compliance audit of major programs under the Uniform Guidance, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities.

The Audit Firm will issue a written report upon completion of the audit of the Authority's financial statements. The report will be addressed to the Governing Board of the Authority. The Audit Firm cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for the Audit Firm to modify its opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to report(s) on the Authority's financial statements, the Audit Firm will also issue the following reports or types of reports:

1. A report on the fairness of the presentation of the Authority's schedule of expenditures of federal awards for the year ending June 30, 2019 and June 30, 2020, if required;
2. Reports on internal control related to the financial statements and major programs. These reports will describe the scope of testing of internal control and the results of the tests of internal controls;
3. Reports on compliance with laws, regulations, and the provision of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a material effect, as defined by the Uniform Guidance, on each major program;
4. A schedule of findings and questioned costs; and
5. If required, the Audit Firm will prepare the Authority's Data Collection Form, which the Authority will be required to submit to the Federal Audit Clearinghouse. The Authority acknowledges that the Authority has the final responsibility for this form and, therefore, the Authority should review the Form carefully before the Authority certifies and submits the form.

If circumstances arise relating to the conditions of the records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, misappropriation of assets or noncompliance which, in the Audit Firm's professional judgment, prevent it from completing the audit or forming an opinion, the Audit Firm retains the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

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

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

Audit Firm must be available between audits to discuss financial reporting issue and practices. Audit Firm will participate with the Authority's Controller in pre-audit planning. Additionally, "between audit" discussions may include minor tax or regulatory compliance issues. If such issues require written responses from Audit Firm, fees and charges will be negotiated.

The audit will be conducted on the basis that management and when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose in the financial statements any subsequent events that have occurred through the date which the subsequent events were evaluated. Management also agrees that it will not

conclude on subsequent events earlier than the date of the management representation letter referred to below;

c. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;

d. For establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;

e. For report distribution;

f. For identifying and ensuring that the Authority complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud and abuse, and for informing us about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse, or suspected fraud or abuse, affecting the entity received in communications from employees, former employees, analysts, regulators or others;

g. Because the audit will be performed in accordance with the Single Audit Act and the Uniform Guidance, management is responsible for:

- (1) identifying all federal awards received and expended;
- (2) preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with Uniform Guidance requirements;
- (3) internal control over compliance;
- (4) compliance with federal statutes, regulations, and the terms and conditions of federal awards;
- (5) making us aware of significant vendor relationships where the vendor is responsible for program compliance;
- (6) following up and taking corrective action on auditing findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan; and
- (7) submitting the reporting packages(s) and data collection form; and
- (8) To provide us with:
  - (a) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
  - (b) Additional information as requested from management for the purpose of the audit;
  - (c) Unrestricted access to persons within the entity from whom Audit Firm determines necessary to obtain audit evidence;
  - (d) When applicable, a summary schedule of prior audit findings for inclusion in the single audit reporting package;
  - (e) If applicable, responses to any findings reported on the schedule of findings and questioned costs; and
  - (f) When applicable, a corrective action plan for inclusion in the single audit reporting package.

As part of the audit process, the Audit Firm will request from management and when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit including among other items:

- a. That management has fulfilled its responsibilities as set out in the terms of this letter; and
- b. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the preparation of the required supplementary information (RSI) supplementary information presented in relation to the financial statements as a whole in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the RSI and supplementary information in any document that contains the supplementary information and that indicates that the auditor has reported on such RSI and supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The Governing Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the entity.

The Authority agrees that it will not associate the Audit Firm with any public or private securities offering without first obtaining the Audit Firm's consent. Therefore, the Authority agrees to contact the Audit firm before it includes its reports or otherwise makes reference to the Audit Firm in any public or private securities offering.

The Audit Firm association with an official statement is a matter for which separate arrangements will be necessary. The Authority agrees to provide the Audit Firm with printer's proofs or masters of such offering documents for review and approval before printing and with a copy of the final reproduced material for approval before it is distributed. In the event the auditor/client relationship has been terminated when the Authority seeks such consent, the Audit Firm will be under no obligation to grant such consent or approval.

The **CONTRACTING ENTITY** has informed the Audit Firm that it desires the Audit Firm to issue a report on the comparative, financial statements of the Authority conforming only to the requirements of auditing standards generally accepted in the United States of America (for example, for use in an official statement). This reporting will not be used for purposes to comply with a requirement calling for an audit in accordance with Government Auditing Standards.

## **Proposal**

Financial statement workpapers will be prepared by the Authority with the Audit Firm auditing those workpapers. The Firm will prepare preliminary drafts and provide annual reports to the Authority for publishing.

## **General Information Applicable to Proposals**

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

## **Other Considerations**

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

The Audit Firm will also communicate to the Governing Board (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to the Audit Firm during the audit, and (b) any instances of noncompliance with laws and regulations that the Audit Firm becomes aware of during the audit (unless they are clearly inconsequential).

The report(s) on internal control will include any significant deficiencies or material weaknesses in controls of which the Audit Firm become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and regulations identified above. The report(s) on compliance will address material errors, fraud, abuse, violations of compliance obligations and other responsibilities imposed by state and federal statutes and regulations and assumed by contracts; and any state or federal grant, entitlement or loan program questioned costs of which the Audit Firm becomes aware, consistent with requirements of the standards and regulations identified above.

The Authority receives transportation grants. At this time, Certification of Section 9 Funding is not required by the Federal Transit Administration (FTA) in relationship to National Transit Database reporting (NTD). In the event this becomes a requirement, a separate audit fee would be negotiated. The Authority requires an agreed-upon procedures report verifying vehicle revenue miles. The fee for the agreed-upon procedures report should be included in the bid, but shown separately, with the audit fee for the Authority. This agreed upon procedures report must be completed by September 30 each year.

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

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

## **Report Requirements and Responsibilities**

1. The report completion schedule will consider dates the Authority meet and provide timely reports for those Trusts prior to November 15.
2. Primary accounting functions performed in the Authority's contracted accounting services division. The Interim Executive Director or designee will review and approve all public trust financial statements before their issuance. This does not prohibit the Firm's access to the trustees of the public trusts when necessary.
3. The Audit Firm will submit one copy of each report to the Office of the State of Oklahoma Auditor and Inspector on or before December 31 of each year accompanied by the appropriate fee paid by the Audit Firm. This date is a State of Oklahoma statutory requirement.

## **Single Audit**

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

## **Single Audit for Federal Grants**

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

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

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

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

## **Management Advisory Services**

The firm which receives the audit contract for the Authority may provide management advisory consulting services. Such services may be provided at the discretion of the Authority under separately negotiated terms, conditions, and fee as long as the services do not impair the auditor's independence under *Government Auditing Standards*.

## **Attachment “B” (“Proposal”)**

Attached behind this page is a copy of the Proposal that includes a list of products, solutions and deliverables to be provided by the SERVICES PROVIDER and the timeframe upon which same must be completed and provided with supporting documentation by the SERVICES PROVIDER and in accordance with the requirements of this Agreement. The milestone payments and schedule of fees to provide these products, solutions and deliverables are listed in Attachment C.

**Date:** Aug. 12, 2020

**Project name & description:** RTA 21-001 External Audit Services

**Prime consultant:** Allen, Gibbs & Houlik, L.C.

**Prime consultant's Federal ID#:** 46-1032601

**Sub-consultants (if any):** N/A

#### PRIMARY CONTACT

**Primary contact name (Prime):** Tara J. Laughlin

**Address:** 301 N. Main, Suite 1700

**City, State, Zip:** Wichita, KS 67202

**Email:** Tara.Laughlin@aghlc.com

**Office phone:** 316-291-4043

**Cell phone:** 316-304-3455

#### SECONDARY CONTACT

**Primary contact name (Prime):** Mike D. Lowry

**Address:** 301 N. Main, Suite 1700

**City, State, Zip:** Wichita, KS 67202

**Email:** Mike.Lowry@aghlc.com

**Office phone:** 316-291-4057

**Cell phone:** 316-619-8538

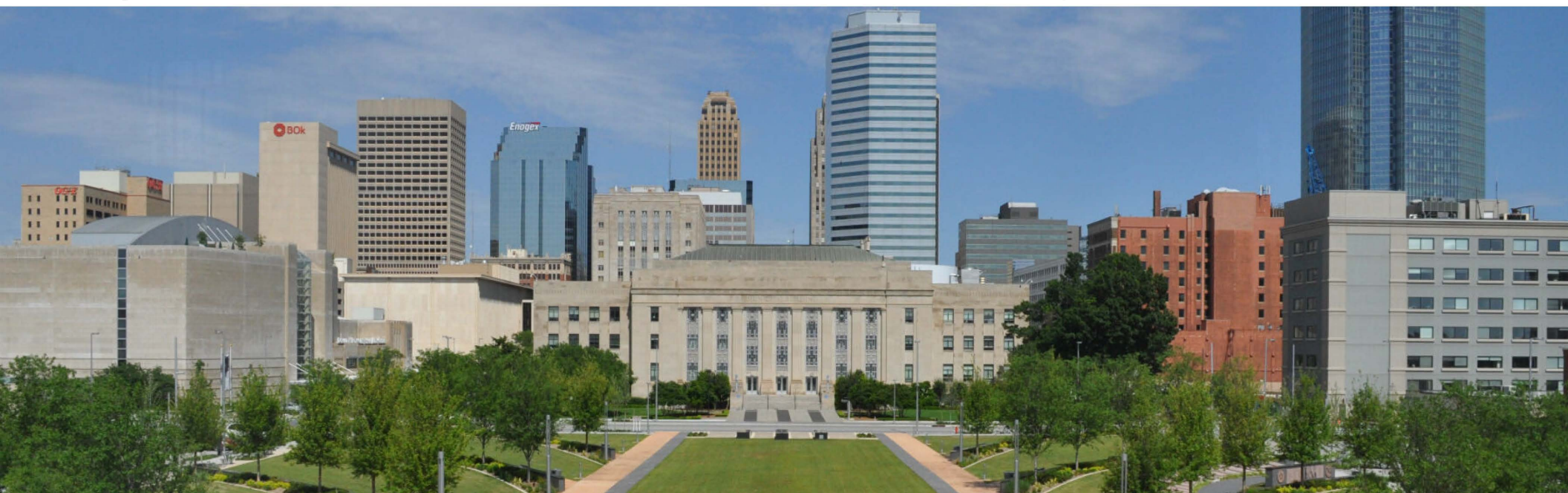
#### ACKNOWLEDGEMENT

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.

**Signature:** 

**Name:** Tara J. Laughlin

**Title:** Vice President, Assurance Services



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# Transmittal Letter

## Dear Evaluation Team:

Allen, Gibbs & Houlik, L.C. (AGH) is pleased to provide this proposal for the Regional Transportation Authority of Central Oklahoma's (RTA) external audit services. Our specialized government team can provide an efficient audit while also delivering the kind of deep governmental expertise and top-notch client service that RTA deserves. This proposal outlines our qualifications and experience to provide not only "compliance," but serve as a trusted advisor to help RTA fulfill its mission for the citizens of central Oklahoma.

By developing a relationship built on continuous communication, effective and efficient technical expertise, and five-star client service, we are committed to helping you strengthen RTA's resources now and for the future. To do that, RTA needs a focused and specialized governmental team that can provide the experience and expertise necessary for its diverse operations. AGH offers RTA the personal attention and relationships of an independently owned firm, combined with deep and specialized governmental-focused resources. As RTA, like most governmental entities, continues to balance constituent needs and using its resources efficiently and effectively to deliver those services, it is critical to have a trusted and proven advisor in your corner.

Long ago, AGH committed to the government audit sector. Auditing large government entities, including the City of Oklahoma City, is nothing new for AGH. The government team has extensive experience in organizing and completing these types of engagements on time and within budget. If expertise is needed beyond the audit, AGH's broad range of expertise is available to you.

To truly serve as a trusted advisor, our relationship with you must be based on communication, respect and responsiveness. Communication will be two-way, timely and ongoing. Yes, our main office is in Wichita, but through our experience with serving clients in multiple states we have learned that distance is not a barrier to serving as a trusted advisor. We will work to earn and maintain your trust in a variety of ways including regular communication, off-season face-to-face meetings and 'RTA-focused' GASB analysis!

AGH appreciates the opportunity to submit our qualifications to serve RTA's auditing needs. We hope to earn the opportunity to serve RTA with AGH's mix of deep governmental audit experience combined with our focus on delivering top-notch client service. We look forward to the next step in forming a relationship as your trusted advisor. Please contact me with questions or to discuss further.

Respectfully,

ALLEN, GIBBS & HOULIK, L.C.



Tara J. Laughlin  
Vice President, Assurance Services

# 1. Project Team and Key Personnel Resumes

## Building a Best Places culture

AGH hires and retains leading professionals who are typically from the central U.S. and dedicated to their communities. Continuing education, direction and shared knowledge from senior engagement staff, and these professionals' work on dozens of other engagements will assure their professional growth and the quality of their work. To recruit and retain the top-notch talent that differentiates AGH in helping our clients succeed, we consciously work to make and keep AGH an employer of choice. These efforts have paid off as demonstrated by the following awards and, as a result, the firm's turnover rate is significantly lower than our industry average, especially among management staff.

- **Top 100 Best Accounting Firms to Work For:** AGH has been named one of the 100 Best Accounting Firms to Work For by Accounting Today and Best Companies Group on eight occasions. The awards, which are published in September of each year, are designed to identify, recognize and honor the best employers in the accounting industry, and no other firm in the region has earned so many consecutive placements on this distinguished list. The Best Accounting Firms to Work For awards are open to accounting firms across the country. Entries are evaluated based on two categories: 75 percent weighting for responses to a survey of firm employees, and 25 percent for an extensive questionnaire about the firm's workplace policies and processes. Nearly 90 percent of AGH's employees responded to the most recent survey.



- **Best Firms for Young Accountants and Best Firms for Women:** Accounting Today and Best Companies Group also utilize the information from the annual list of Best Firms to Work For to identify firms that offer the best workplaces for young accountants and the best workplaces for women in the profession. AGH came in at #10 for Best Firms for Young Accountants in 2019 and #5 on the Best Firms for Women in 2018.



- **Best Places to Work:** AGH has been chosen every year since its first entry in 2009 as an honoree in the Wichita Business Journal's Best Places to Work finalist category. The firm won the large company category in 2013.

WICHITA BUSINESS JOURNAL



## Government Audit Staff

AGH anticipates having adequate resources and professional staff from our headquarters office in Wichita, Kansas, where we have 130 employees in total to support the needs of RTA. We have the largest centrally based specialized government audit team in the central U.S.

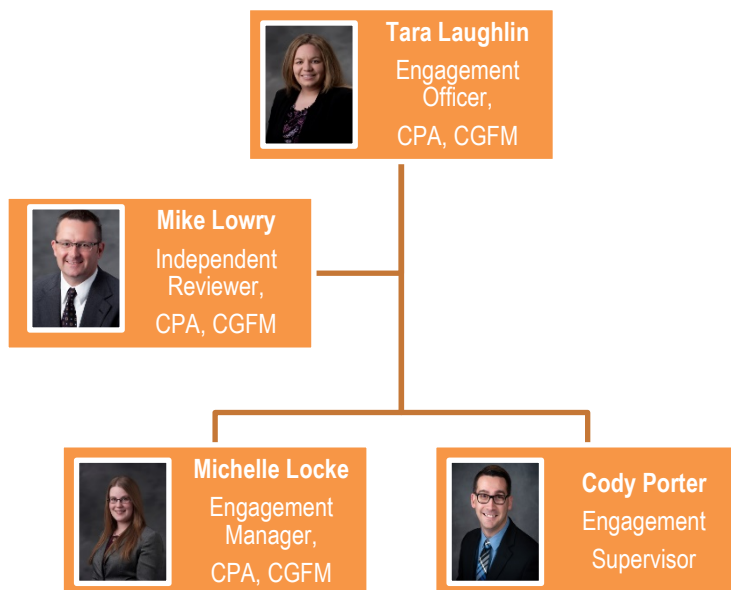
Our government team includes the following:

- Four officers
- Four managers
- Four supervisors and seniors
- Ten other professionals and staff

In addition, we have access to numerous other professionals in our tax and outsourcing department that regularly assist with our audit department.

Not only will the RTA's engagement team include individuals who have serviced the City of Oklahoma City, other transportation authorities and performed numerous single audits covering transportation related grants, but it will also include access to various consultants that can assist with any topic from information technology to organizational and board development.

### Project Team Organization Chart



### Consultants



AGH commits to maintain the same engagement officer and engagement manager for the duration of the contract, unless RTA requests a change. The firm's large public sector team allows for an independent technical reviewer not involved with the audit to serve as an ongoing quality control measure. Following is a description of the proposed team members and their engagement roles. Regarding licensing, AGH is licensed to practice in Oklahoma and Kansas. All of our CPAs are licensed individually in Kansas. The State of Oklahoma, through the guidelines of the Oklahoma State Board of Accountancy, follows the CPA mobility provisions, allowing CPAs licensed in a "home" state outside Oklahoma to practice in Oklahoma without obtaining an additional Oklahoma license. AGH is also licensed to perform government audits in the State of Oklahoma.

# Engagement Officer

## Tara J. Laughlin, CPA, CGFM

Vice President, Assurance Services

Tara.Laughlin@aghlc.com | 316.291.4043



### Experience & Specialization

- Expertise focused on governmental accounting and auditing under Governmental Auditing Standards and Uniform Guidance
- Service to cities, counties and school districts with more than \$700 million in revenues and more than \$4 billion in assets
- Not-for-profit entities

### Relevant Experience

- City of Oklahoma City
- State of Kansas
- Kansas Turnpike Authority
- Kansas Development Finance Authority (component unit of the State of Kansas)
- Unified Government of Wyandotte County / Kansas City, Kansas
- City of Wichita, Kansas
- Sedgwick County, Kansas
- City of Merriam, Kansas
- Johnson County Research Triangle
- Economic Development Entities (component units of Kansas City, Missouri)
- Pratt Community College (including Foundation)
- Colby Community College
- Wichita USD #259
- Haysville USD #261

### Education

- Master of accounting, Wichita State University
- Bachelor of business administration in accounting, Wichita State University

### Professional Organizations

- American Institute of Certified Public Accountants
- Kansas Society of Certified Public Accountants
- Government Finance Officers Association

### Professional Certifications

- Certified Public Accountant, Kansas
- Certified Government Financial Manager, Association of Government Accountants

### Other Information

- 11 years with the firm
- GFOA CAFR reviewer

### Continuing Professional Education

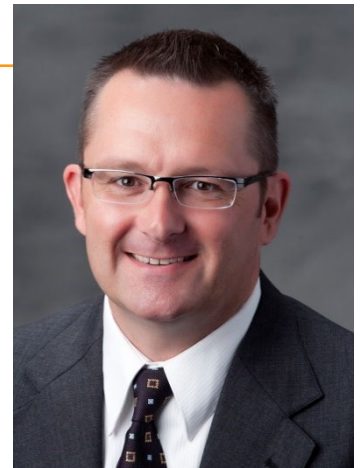
- Tara has completed continuing professional education as required by the AICPA and GAGAS.

# Independent Reviewer

## Mike D. Lowry, CPA, CGFM

Senior Vice President, Assurance Services

Mike.Lowry@aghlc.com | 316.291.4057



### Experience & Specialization

- Specialized in public sector auditing since joining AGH in 2004; prior experience includes 20 years in private sector financial and technology leadership positions
- Expertise focused on governmental accounting and auditing under Governmental Auditing Standards and Uniform Guidance 2 CFR Part 200
- Service to governmental entities including states, cities, counties and school districts with up to \$28 billion in revenues and \$18 billion in assets

### Relevant Experience

- State of Kansas Audit Consultant
- City of Oklahoma City
- City of Overland Park, Kansas
- SMG
- City of Wichita, Kansas
- Unified Government of Wyandotte County / Kansas City, Kansas
- Johnson County, Kansas
- Johnson County Parks & Recreation
- Kansas City, Missouri Police Pension Fund
- Butler County, Kansas
- Wichita USD #259
- Haysville USD #261
- Kansas Development Finance Authority (component unit of the State of Kansas)
- Kansas City, Missouri
- Wichita Area Metropolitan Planning Organization

### Education

- Master of management information systems, Friends University
- Bachelor of business administration in accounting, Wichita State University

### Professional Organizations

- Kansas, Missouri and Texas Government Finance Officers Associations
- Government Finance Officers Association
- American Institute of Certified Public Accountants
- Kansas Society of Certified Public Accountants
- Sedgwick County Nonprofit Chamber of Service

### Professional Certifications

- Certified Public Accountant, Kansas
- Certified Governmental Financial Manager, Association of Government Accountants

### Other Information

- 16 years with the firm
- GFOA CAFR reviewer

### Continuing Professional Education

- Mike has completed continuing professional education as required by the AICPA and GAGAS.

# Engagement Manager

## Michelle N. Locke, CPA, CGFM

Senior Manager, Assurance Services

Michelle.Locke@aghlc.com | 316.267.7231 x3685



### Experience & Specialization

- Specialized in public sector auditing/accounting since 2010
- Expertise focused on governmental accounting and auditing under Government Auditing Standards and Uniform Guidance
- Experience with employee benefit plan auditing
- Service to governmental entities including cities, counties and school districts with up to \$500 million in revenue and over \$1 billion in assets
- Prior experience as a controller and treasurer / finance manager for a city municipality

### Relevant Experience

- City of Wichita, Kansas
- City of Wichita pension plans
- City of Overland Park, Kansas
- Lancaster County, Nebraska
- Wichita USD #259
- Haysville USD #261
- Johnson County Parks & Recreation
- Sedgwick County, Kansas
- City of Wentzville, Missouri
- State of Kansas deferred compensation plan
- Olathe Public Library
- City of Oklahoma City, Oklahoma
- Kansas City, Missouri Component Units (Water, Sewer, Economic Development entities)
- City of Manhattan, KS, Consultant
- Flint Hills Metropolitan Planning Organization Consultant
- Wichita Area Metropolitan Planning Organization

### Education

- Master of accountancy, University of Texas at El Paso
- Bachelor of arts, Judson University, Greater Chicago area

### Professional Organizations

- American Institute of Certified Public Accountants
- Kansas Society of Certified Public Accountants
- Government Finance Officers Association

### Professional Certifications

- Certified Public Accountant, Kansas
- Certified Government Financial Manager, Association of Governmental Accountants

### Other Information

- Five years with the firm
- GFOA CAFR reviewer

### Continuing Professional Education

- Michelle has completed continuing professional education as required by the AICPA and GAGAS.

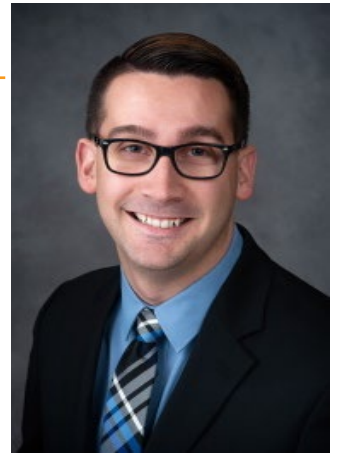


# Engagement Supervisor

## Cody P. Porter, Intermediate Single Audit Certification

Supervising Associate, Assurance Services

Cody.Porter@aghlc.com | 316.267.7231



### Experience & Specialization

- Specialized in public sector auditing/accounting since 2017
- Expertise focused on governmental accounting and auditing under Government Auditing Standards and Uniform Guidance

### Relevant Experience

- City of Wichita, Kansas
- City of Overland Park, Kansas
- Lancaster County, Nebraska
- Wichita USD #259
- Haysville USD #261
- Johnson County, KS
- Kansas City, Missouri
- Economic Development Entities (Component Units of Kansas City, Missouri)
- City of Oklahoma City, Oklahoma
- Butler County, KS
- Douglas County, KS
- Wichita Area Metropolitan Planning Organization

### Education

- Bachelor of business administration in accounting, Wichita State University

### Professional Organizations

- American Institute of Certified Public Accountants

### Professional Certifications

- Intermediate Single Audit Certification through the AICPA

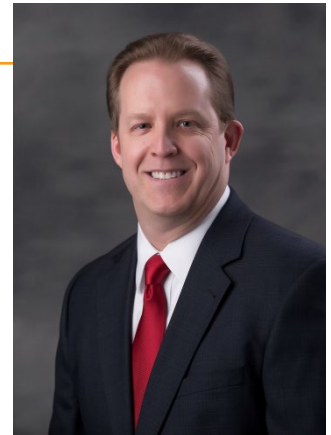
### Other Information

- Three years with the firm

# Technology Partner – Other Resource

## Brian K. Johnson

Senior Vice President, Technology Services  
Brian.Johnson@aghlc.com | 316.291.4107



### Experience & Specialization

- Leads the firm's technology services practice where he helps clients achieve measurable performance improvements through the delivery of specialized, competency-based information systems management, assurance and advisory services
- Practice includes protection and optimization of IT systems, financial and management information system consulting, custom solution development, IT security services and infrastructure consulting

### Relevant Experience

- He has extensive experience in information security, network engineering and solution development, with recognized specializations in governance, risk, control and related consulting services
- Serves clients in areas ranging from operational, management and executive information systems
- More than 30 years of experience in technology and cybersecurity services consulting for and assisting clients across a wide range of industries, including the public sector, financial services, manufacturing, retail/wholesale/distribution, transportation and construction

### Education

- Master of professional accountancy, Wichita State University
- Bachelor of business administration, Wichita State University

### Professional Organizations

- ISACA (formerly the Information Systems Audit and Control Association)
- Kansas Society of Certified Public Accountants
- American Institute of Certified Public Accountants (AICPA)
- AICPA's Information Management and Technology Assurance (IMTA) Section
- APICS – The Association for Operations Management

### Professional Certifications

- Certified Information Systems Auditor
- Certified Information Security Manager
- Certified in the Governance of Enterprise IT
- Certified in Risk and Information Systems Control
- Certified Public Accountant, Kansas
- Certified in Production and Inventory Management
- Microsoft Certified Systems Engineer
- Certified Novell Engineer
- Certified Commercial Computer Programmer



# Strategic Planning/Organizational Development Consultant – Other Resource

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## Daniel W. White

Organizational Development Consultant  
Daniel.White@aghlc.com | 316.291.4017



## Experience & Specialization

- Experienced in strategic and operational planning, family business advising, business coaching, leadership development and employee engagement efforts
- Worked with a wide range of industries, including construction, manufacturing, banking, not-for-profits and government organizations

## Relevant Experience

- Currently teaches organizational development at Friends University
- Worked internationally as an organizational development consultant, serving organizations in Bolivia, Guatemala and Ghana

## Education

- Master of organizational development, Friends University
- Bachelor of communication, Wheaton College

## Professional Organizations

- Board of Trustees of Young Professionals of Wichita
- Kansas Family Business Forum

## Professional Certifications

- Certified Family Business Advisor and facilitator of Appreciation at Work
- Certified Business Advisor of the Hays Group's Emotional and Social Competency Inventory

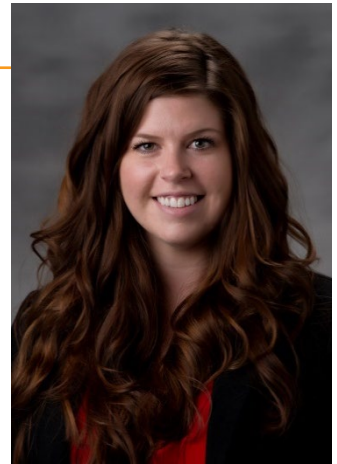
# Tax Manager

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## Ellen K. Decker

Manager, Tax Services

Ellen.Decker@aghlc.com | 316.291.4051



### Experience & Specialization

- Multiple years of experience in the not-for-profit industry, serving a variety of organizations
- Expertise includes providing tax compliance and planning services

### Education

- Master of accountancy, Wichita State University
- Bachelor of business administration, Wichita State University

### Professional Organizations

- American Institute of Certified Public Accountants
- Kansas Society of Certified Public Accountants
- Young Professionals of Wichita Board of Trustees
- Young Professionals of Wichita Strategic Marketing Committee
- Wichita Chamber of Commerce Diversity & Inclusion Task Force
- Wichita Chamber of Commerce Small Business Advisory Group

### Professional Certifications

- Certified Public Accountant, Kansas

### Other Information

- More than 11 years with the firm

### Continuing Professional Education

- Ellen has completed continuing professional education as required by the AICPA.

## 2. AGH Team Qualifications Table

Below is a table of projects completed by our team within the past 10 years that includes audits and single audits of transportation related activity similar to what is requested in this RFP and also similar in size and complexity to the beneficiaries of RTA:

Project Name, Location	City of Oklahoma City, OK (including COTPA)	City of Kansas City, Missouri	City of Wichita, KS	Johnson County, KS
<b>Year</b>	2016-present	2019-present	1995 - present	1999 - 2018
<b>Project Manager/Team Members</b>	Mike Lowry - Engagement officer Tara Laughlin - Engagement officer Michelle Locke - Engagement manager Antonio Barrientos - Engagement manager Sean Weaver - Independent reviewer	Mike Lowry - Engagement officer Jon Nibarger - Engagement officer Tara Laughlin - Engagement officer Michelle Locke - Engagement manager Sean Weaver - Independent reviewer	Mike Lowry - Engagement officer Tara Laughlin - Engagement officer Alicia Simon - Engagement manager Sean Weaver - Independent reviewer	Mike Lowry - Engagement officer Jon Nibarger - Engagement manager Tara Laughlin - Independent reviewer
<b>Type of Project/Description</b>	Annual Financial Statement audit of the City's CAFR and 13 related trust entities. Also perform the single audit for the City and related Trusts. Vehicle revenue mile verifications agreed upon procedures (AUP), as needed as well as other consulting AUP as needed including the National Transit Database (NTD) Reporting requirement done in 2018.	Annual financial statement audit of the City's CAFR and component units. Also perform the single audit for the City.	Annual financial statement audit. Also perform the single audit for the City and various AUPs as required by State Statutes. Also have performed the NTD reporting requirement as needed (last done in 2018).	Annual financial statement audit of the County's CAFR, including parks and recreation component unit. Also perform the single audit for the County.
<b>Project Used to Secure Federal Funds (Marked Yes if Project included audit of federal funds)</b>	Yes (includes transit grants)	Yes (includes transit grants)	Yes (includes transit grants)	Yes (includes transit grants)
<b>Services Performed/Specific Project Role</b>	Provided opinions on financial statements, single audit compliance and provided AUP report results. GFOA Certificate Program	Provided opinions on financial statements, single audit compliance and provided AUP report results. GFOA Certificate Program	Provided opinions on financial statements, single audit compliance and provided AUP report results. GFOA Certificate Program	Provided opinions on financial statements and single audit compliance. GFOA Certificate Program
<b>Client, Reference Contact and Phone Number</b>	Ms. Angela Pierce, Assistant Finance Director angela.pierce@okc.gov 405.297.2608	Ms. Anne Kapps, Finance Division anne.kapps@kcmo.org 816.513.1195	Ms. Shawn Henning, Director of Finance shenning@wichita.gov 316.268.4679	Mr. Tom Franzen, Director of Treasury and Financial Management Thomas.Franzen@jocogov.org 913.715.0541

Project Name, Location	Unified Government of Kansas City Kansas/Wyandotte County	Overland Park, KS	Kansas Turnpike Authority	Wichita Area Metropolitan Planning Organization (WAMPO)
<b>Year</b>	1996 - present	2018 - present	2005 - present	2017 - present
<b>Project Manager/Team Members</b>	Tara Laughlin - Engagement officer Antonio Barrientos - Engagement manager Mike Lowry - Independent reviewer	Mike Lowry - Engagement officer Michelle Locke - Engagement manager Tara Laughlin - Independent reviewer	Tara Laughlin - Engagement officer Stephanie Roths - Engagement manager Mike Lowry - Independent reviewer	Mike Lowry - Engagement officer Michelle Locke - Engagement manager Sean Weaver - Independent reviewer
<b>Type of Project/Description</b>	Annual financial statement audit of the Unified Government's CAFR, including NFP component units. Also perform the single audit for the Unified Government and various AUPs as required by State Statutes. Also have performed the NTD reporting requirement as needed (last done in 2018).	Annual financial statement audit of the County's CAFR. Also perform the single audit for the County.	Audit of the Turnpike's GAAP financial statements, which includes auditing various costs related to large construction projects.	Audit of WAMPO's GAAP financial statements, including a single audit
<b>Project Used to Secure Federal Funds (Marked Yes if Project included audit of federal funds)</b>	Yes (includes transit grants)	Yes (includes transit grants)	N/A - Entity doesn't receive federal funds	Yes (includes transit grants)
<b>Services Performed/Specific Project Role</b>	Provided opinions on financial statements, single audit compliance and provided AUP report results	Provided opinions on financial statements and single audit compliance.	Provided opinion on financial statements.	Provided opinions on financial statements and single audit compliance.
<b>Client, Reference Contact and Phone Number</b>	Ms. Pam Kahao, Accounting Manager pkahao@wycokck.org 913.573.5253	Mr. Dave Scott, Chief Financial Officer dave.scott@opks.org 913.895.6140	Mr. Kent Olson, Director of Finance keolson@kstumpike.org 316.652.2680	Mr. Dan Woydziak dwoydzia@bucoks.com 316.322.4300

# 3. Capability of AGH, L.C.

## Brief History of the Firm

AGH is one of the top 225 CPA and advisory firms in the U.S., specializing in helping public sector organizations and closely held or family-owned companies succeed in their missions and build and preserve the organization's resources. Founded in 1938 and for a time part of a national firm, AGH has been an independently owned and managed firm since 1987 with national and international reach.

Although AGH is independently owned, the firm can leverage its services on behalf of clients through our membership in *PrimeGlobal*, the premier affiliation of independent CPA and advisory firms in the nation. As a member of *PrimeGlobal*, AGH has access to national expertise and services that provide additional benefit to clients.



## Governmental Organization Participation and Leadership

AGH is a member of the AICPA's Government Audit Quality Center (GAQC) and an associate member of the GFOA. Our team members are active in both local and national GFOA and frequently serve in leadership and teaching capacities for local chapters, including service on the GFOA Certificate of Achievement review committee.



Three of our government team management – all of which would serve RTA – are Certified Government Financial Managers designated by the Association of Government Accountants. Certification requires a rigorous three-part exam designed to demonstrate the candidate's expertise in state and local government accounting, auditing and budgeting.



## Other Practice Experience

Given the scope of operations, entities such as the RTA and the beneficiaries of the RTA, are unique and require a firm with deep experience and resources in a variety of areas. AGH has one local office in Wichita, KS, the AGH Team Qualification Table provided previously includes all engagements for the last ten years that have similar audit requirements needed by RTA and have similar size and complexities as the beneficiaries of RTA. Additionally, we have structured our team to include members with significant experience in the following areas:

- **Single Audit:** Per review of the activities of the RTA and knowledge we have through auditing of similar entities, we have experience with the significant grants likely to be included in RTA's schedule of federal expenditures and subject to auditing procedures including as an example: Highway Planning and Construction Grant Cluster, Federal Transit Cluster, Metropolitan Transportation Planning and State and Non-Metropolitan Planning and Research Grant and National Infrastructure Investments Grant.
- **Pension Systems:** Pension plans have unique testing requirements and have experienced a heightened level of scrutiny in recent years. AGH currently audits nearly 70 benefit plans including 401(k), 403(b), 457, defined-benefit, health and welfare, and governmental plans. Additionally, several of AGH's governmental audits have separate pension audits including the following cities: Oklahoma City, Wichita and Kansas City, Missouri.

- **Experience with RTA's outsourced accountants:** We currently audit the City of Oklahoma City and are aware that they are now providing accounting services on RTA's behalf. We have extensive experience working in the City's system and workpaper documentation used by the City staff.

### Wichita Area Metropolitan Planning Organization (WAMPO) – Project detail

While we provide services to many large city and county governments throughout the central US, our audit of WAMPO would be the most similar engagement to RTA's financial statement and single audit. We started this engagement in 2017 when WAMPO became a separate legal entity from the City of Wichita, KS. The first-year audit consisted of working with the organization in its initial start-up year and assisting with making best recommendations as it relates to the internal controls an entity should have in place over its financial reporting and compliance activities. If we have findings, we also supplement those with recommendations on corrective actions that can be done to prevent future findings and are also available year-round to answer questions as new entities continue to develop their organizational structure. One of our firm's keys to providing successful audits is our communication. We meet with the client up front to ensure that we have agreement on the schedule of the audit and have multiple due dates for key segments of the audit to ensure the overall audit is completed timely. During the audit, if we find potential findings, those are communicated early, and discussions are held to ensure that we fully understand the circumstances surrounding the potential finding at that time. This avoids delays in completing the audit.

### Involvement in the issuance of public securities

Recently, the auditing standards changed related to auditor involvement with exempt offering documents as outlined in SAS No. 133. As such, AGH has extensive experience in helping our clients understand why the SAS was developed, what offerings are in the scope of the SAS, what it means to have auditor involvement and what is required when the auditor is involved.

### Resources AGH offers to RTA as part of the engagement

As part of our client-focused service approach, we believe two-way communication is essential to help us serve as a trusted advisor for you. Rather than check in only once a year when it is time for audit planning to begin, we seek a year-round relationship so that we clearly understand your needs, goals and environment. This occurs in several key ways:

- **Quarterly meetings:** To stay in touch with current concerns, challenges and opportunities, we will schedule meetings outside the audit timeframe with you and key staff. We use this time to understand your organization better; help foresee issues or changes that could affect your audit or finances; and share information about regulatory, accounting and auditing changes affecting you.

- *These meetings with your engagement team leaders represent a commitment ranging from 12-16 hours annually valued at \$3,000 to \$5,000 at no additional cost.*

- **Additional grant testing:** The Single Audit Act requires a certain level of grant testing be performed within the audit. However, we understand that federal monies may be received that may never have a chance to be audited due to the lower level of funding allocated. If AGH is selected for this engagement, we would be available to immediately assist the RTA in evaluating internal controls surrounding lower level federal funds, evaluation of staff abilities contained within those grant management roles or other procedures that may be of assistance related to this additional grant testing.

### ➤ Ongoing alerts, educational and training resources

As part of the value AGH would add for RTA, we strive to keep you aware of recent developments that may be of interest. We deliver this in several ways.

- *The items listed below could be delivered at no or minimal cost to the RTA.*
  - **AGH-sponsored seminars** – We have conducted regional seminars for finance personnel on the changes in auditing and accounting standards.

- **AGHUniversity.com** – We offer a full schedule of complimentary webinars to provide continuing education and other updates to clients throughout the year. Topics covered recently include:
  - GASB Update: Prepare Now to Implement Successfully
  - GASB Statement 75: Employer Reporting for OPEB Plans
  - Organizational Ethics – When Right & Wrong Is Not Black & White
  - Cybersecurity: Protect Your Organization from Cybercriminals
  - For CPAs seeking hard-to-find ethics CPE, two ethics webinars have been offered each of the past three years.
- **AGH alerts and newsletters** – We publish periodic mailings or emails, along with a Government Insights e-newsletter, to alert clients to new accounting standards or regulatory changes, as well as frequently updating our resources offered on AGHLC.com. The AGH website provides a comprehensive archive of client communications and resources on audit, tax, accounting, HR and risk management topics.

### Our values related to service and logistics

AGH's #1 business principle guiding our approach is to “work for our clients’ success.” To achieve that goal, we work hard to earn our clients’ trust by demonstrating honesty and integrity in everything we do, and by partnering with our clients to provide effective and efficient audit services, but also to help them be successful in their missions. Logistically, the audit team is all from our local Wichita office and during this pandemic time we will meet with RTA before starting the audit to determine if we perform the audit off-site, on-site or a mix of the two. Our detail audit approach will be discussed in the next section.

Top-notch client service means that although we’re independent auditors, it is not a “gotcha” game, but a partnership to meet goals together. Our clients describe working with AGH using phrases like these:

*“Very satisfied with staff assigned to our audit. Very helpful and very professional.”*

*“Knowledgeable, courteous, a real pleasure to work with. Lucky to have them as our auditors.”*

*“Presented many value-added suggestions.”*

We listen – and we solve problems.

### Client Satisfaction Surveys, Testimonials

Every firm says they provide great client service, but we back it up with facts. After each engagement, we send our clients a survey to assess their satisfaction with our service. This survey includes seeking feedback on our performance via questions or topics like whether we conducted the audit in a professional manner, responded to questions in a timely manner, completed fieldwork with minimal disruption and delivered the final product on-time. We also ask clients if they would recommend AGH to others “without hesitation”. Clients rate us on a scale of 1-5 (with 5 being outstanding) and our score has consistently averaged over 4.8 out of 5.



**Allen, Gibbs & Houlik, L.C. – Five-minute client satisfaction survey**

Allen, Gibbs & Houlik's mission is to preserve and increase our clients' wealth by acting as trusted advisors. To do that, we must constantly measure and improve the level of client service we deliver. We would appreciate your candid feedback and your time in filling out this brief survey. The answers you submit will be viewed by AGH leadership, and the information will be used to better serve our clients in the future. Thank you for choosing Allen, Gibbs & Houlik, L.C. as your CPA and advisory firm.

Our goal is to deliver draft financial statements to you as quickly as possible after finishing fieldwork. We also strive to deliver final reports soon after receiving your final approvals.

(please circle the appropriate number below):

**AGH's staff:**

	Strongly agree	4	3	2	1
Treated my staff with appropriate respect	5	4	3	2	1
Conducted themselves professionally	5	4	3	2	1
Worked the appropriate hours to get the job done well	5	4	3	2	1
Responded to questions in a timely manner:	5	4	3	2	1

Other comments: \_\_\_\_\_

**Considering this year's engagement:**

	Strongly agree	4	3	2	1
The planning was appropriate	5	4	3	2	1
The planning was done in a timely manner	5	4	3	2	1
The fieldwork was performed as scheduled	5	4	3	2	1
The fieldwork was performed with minimal disruption to our daily routines	5	4	3	2	1
Technical issues were resolved to our satisfaction	5	4	3	2	1
The final product(s) was delivered in a timely manner	5	4	3	2	1
The final product(s) met our requirements	5	4	3	2	1

Other comments: \_\_\_\_\_

**I would choose AGH again for this service.** 5 4 3 2 1

**I can recommend AGH to others with no hesitation.** 5 4 3 2 1

Final comments: \_\_\_\_\_

**Overall satisfaction**  
I would rate my experience as:

Early	On-time	Late
Excellent	Good	Average
5	4	3

My overall experience with AGH as a firm was:

Excellent	Good	Average	Needs Work	Poor
5	4	3	2	1

**AGH**  
Allen, Gibbs & Houlik, L.C.  
CPAs & Advisors  
301 N. Main, Suite 1700 • Wichita, Kansas 67202-4958  
(316) 267-7231 • www.aghlc.com

The following is a testimonial from the Controller of the City of Oklahoma City regarding our service.

*This firm has been the best firm I have ever encountered as they are very organized in their process which causes little disruption to staff, and they are very timely, and we have met our deadlines each year with them. They provide other services during the year as we need them such as trainings, assistance with GASB's, assistance with accounting issues, bond letters, and are always very responsive to us regardless of when we call them. They can also perform a great deal of the audit work from their facility since they have access to the records, they need from us."*

▪ **Laura Papas, Former Controller, City of Oklahoma City, Oklahoma**

### External Quality Control Review

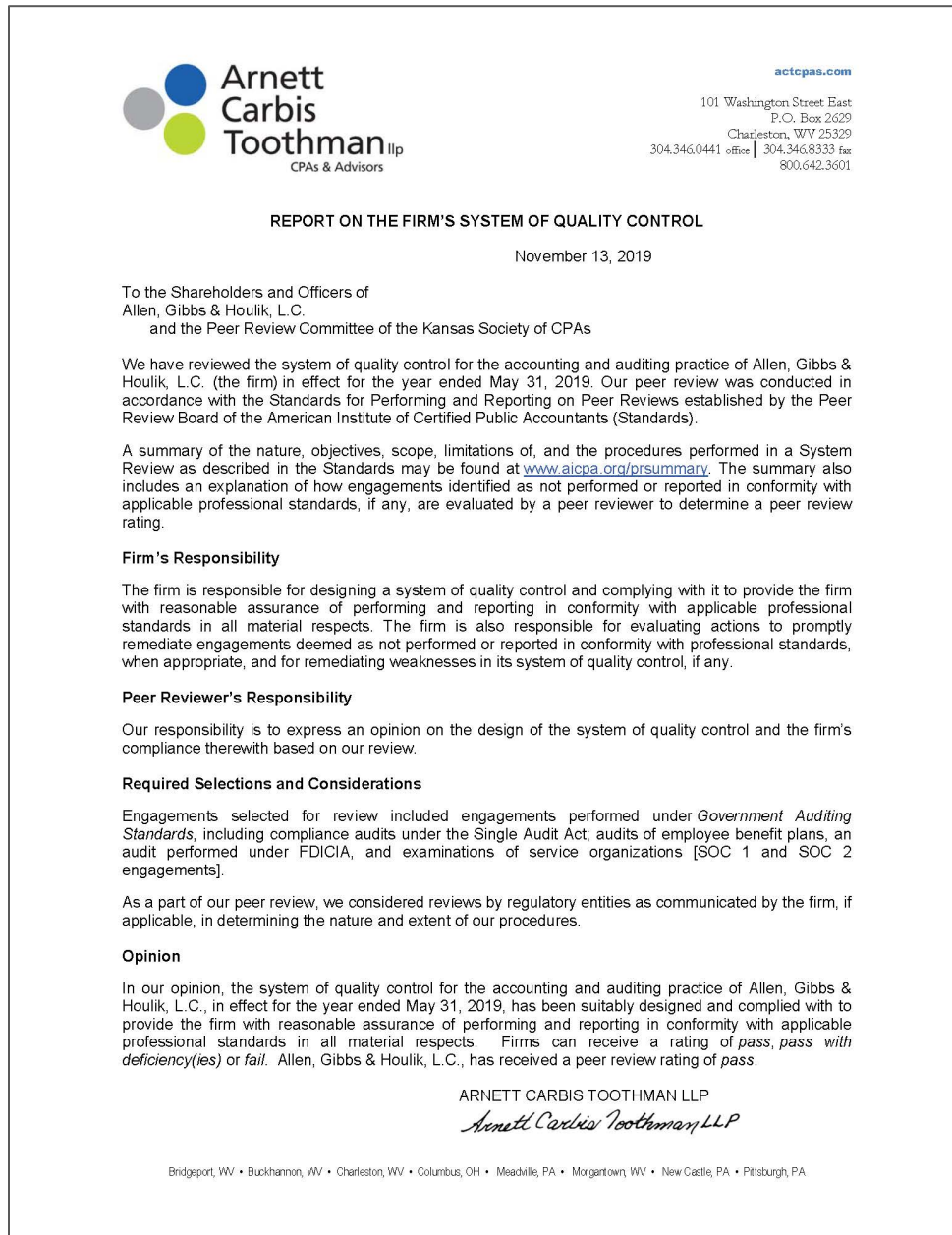
While building a team of innovative professionals, AGH has paid equal attention to technical service that is second to none. To ensure the quality of technical services, all CPA firms providing financial statement audits are required to undergo a "peer review" of their accounting and auditing practice every three years.

Most firms in Kansas conduct their reviews under the supervision of the Kansas Society of CPAs (KSCPA), and results of the review are kept confidential. AGH voluntarily makes all of its peer review reports public by submitting them to the AICPA for publication on their website, and we are proud to share our results.

The firm's latest peer review marks the eighth consecutive report, covering nearly 28 years, in which AGH's accounting and auditing practice merited the highest marks under the rigorous peer review process. The peer review included a review of public sector engagements which encompassed a financial and compliance audit under the Single Audit Act and other related federal audit standards. A copy of our most recent peer review report is included below. AGH will provide a copy of the most recent peer review annually with pre-audit communications.



Our most recent peer review report is included on the following page:



## Federal/State Desk Reviews

One of the most critical measures of the quality of our governmental work is the Quality Control Reviews (QCRs) conducted by federal government agencies. From time to time our work is subject to these reviews. AGH has had one such QCR in the last three years, and there were no issues with our audit. AGH has not been subject to any disciplinary action, nor to our knowledge is there any pending with any state or federal regulatory bodies or professional organizations. In fact, every chief executive of AGH has served on the Kansas Board of Accountancy (KSBOA). AGH chief executive Paul Allen served for 15 years, including chairing the KSBOA four times. Currently, the firm's assurance department leader serves as a Board member for the KSBOA.

# 4. Audit Approach

## Communication with RTA

During initial meetings, we will discuss specifically with RTA the preferred communication method during the audit process. We work to communicate with your designated staff before, throughout and after the engagement – designed to keep you in the loop but stay out of your way. We will adapt our communication protocols to your current communication protocols. Assignment of members from AGH's dedicated government team facilitates timeliness and efficiency during the audit because team members work either exclusively or primarily on governmental engagements – rather than handling public sector work as “fill-in” between commercial audits, which is the case in some firms.

Our overall audit approach incorporates the requirements of generally accepted auditing standards and *Government Auditing Standards*, with a focus on a high level of communication and coordination with management to ensure an effective and efficient audit.

## 🚩 First year audits

AGH's team is acutely aware of the trust placed in us. At the core of any plan is excellent two-way communication, thorough preparation and a strong service orientation. Having an audit completed for the first time will require obtaining initial understanding of RTA's internal control environment. During the first year, we will work with RTA to obtain our understanding and we will use policies already completed by RTA as a starting point of our documentation. Once we have our documentation completed, we will send that information back to RTA for its final review to ensure we have properly captured the internal control environment.

## 🚩 Proposed process for communications with management

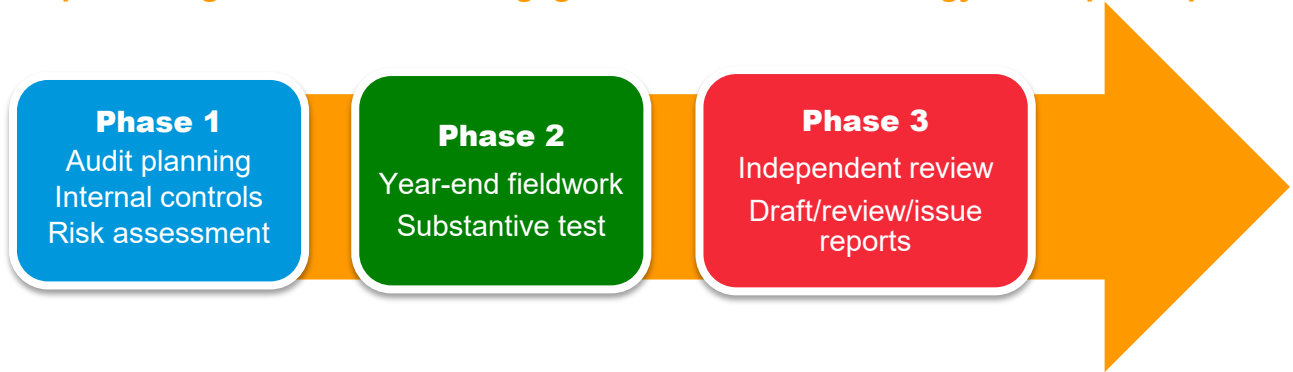
We work with you to define format and frequency of communication and the right contact list so that we begin the engagement with the same expectations and can adapt as needs arise. We value your feedback in these areas, and we want to ensure that we have thoroughly addressed all matters before making adjustments or issuing audit findings or comments on internal control deficiencies.

Typically, we will conduct or maintain the following:

- initial pre-engagement planning meetings
- interim fieldwork updates
- entry conference before substantive testing
- weekly fieldwork (if needed)
- weekly updates post-fieldwork, but prior to issuance of the final report
- exit conference at close of fieldwork
- review of audit report and management letter
- post engagement debrief and wrap up
- periodic off-season update communications
- year-round access to partners and senior managers

We encourage you to call us as you have questions or updates on your operations throughout the year. Often quick conversations with your team during the year can save your staff time and work during the audit.

## a. Proposed segmentation of the engagement: Audit methodology: three-phase process



### Phase One – Audit planning, internal controls and risk assessment

Current auditing standards require a risk-based approach to the audit that includes the following:

**No surprises** – We meet with key personnel to discuss the general audit plan and work to be performed, as well as updates throughout the audit. Within Phase One, this would include discussion of the following:

- review of report requirements and deadlines, the timeline and key dates;
- any concerns related to the audit;
- any anticipated changes in accounting principles or changes in internal systems; and
- review of any assistance provided by RTA personnel.



**Understanding RTA**– This process includes obtaining an understanding of internal and external environments including the identification of any new issues, transactions or events affecting the entity during the year. Documentation may include reviews of key documents such as budgets, financial statements, organizational chart, official statements, etc.

We also obtain an understanding of:

- entity-level controls by performing certain procedures and evaluate the design of control systems for significant transaction cycles and the financing reporting process.
- IT systems and controls, including general controls such as IT organizational structure, hardware/software systems, business continuity and system access, as well as application controls.

**Test of controls** – This testing allows us to consider fraud (discussed below) as required by generally accepted auditing standards, as well as to identify areas of significant risk and assess risk of material misstatement at account and assertion levels. This is based on the information gathered previously and determines which areas receive greater emphasis in Phase Two.

**Assessment of fraud risk** – As required by generally accepted auditing standards, we make inquiries of certain management personnel and staff regarding fraud risks within your organization. These inquiries are also required to be made of members of the governing body. Throughout the audit process or at any other time of the year, we encourage members of the governing body or personnel of your organization to contact us if they have any concerns about internal control violations or fraud.

**Preliminary report preparation** – During Phase One, we obtain and review a preliminary schedule of expenditures of federal awards in an effort to identify major programs to be audited in the Single Audit.

For our clients that participate in the GFOA program, during this stage we also obtain comments from GFOA on the prior year's Comprehensive Annual Financial Report (CAFR), and assist in addressing any corrective actions needed in the current year reporting, when appropriate.

## ➤ Phase Two – Year-end fieldwork audit testing

**Substantive tests** – These tests are designed to provide reasonable assurance as to the validity of the information produced by the accounting system that appears on the financial statements. The extent of our detailed substantive work is governed by the results of our risk assessments and tests of controls.

Tests of significant accounts and balances include a combination of:

- substantive analytical reviews
- confirmation of selected balances
- reviews of management's determination of significant estimates, including evaluations of the underlying assumptions used
- sampling transactions to verify underlying supporting documentation
- evaluation of significant accounting issues, including the application of new accounting principles
- agreeing account balances to the general ledger and draft financial statements and footnotes

**Report review** – We also conduct preliminary reviews of the draft CAFR (or financial statements) during this phase. Reviews conducted by professional staff, managers and the partner are generally done during Phase Two. Having such reviews conducted during this phase provides an opportunity to identify, communicate and address potential financial reporting issues with management staff early in the process.

## ➤ Phase Three – Completing the audit

The completion phase includes an overall review of the financial statements and evaluation of audit results. This includes government-wide financial statements and reconciliations, MD&A and Statistical Section, as applicable. We utilize the AICPA's reporting and disclosure checklists for State and Local Governments and GFOA's checklist for this review. The final report review by our technical, quality control reviewer is conducted during this phase. In addition, we:

- review the report for applicable compliance requirements;
- review for contingencies and subsequent events;
- evaluate overall audit results and overall reasonableness of financial statements (analytical procedures);
- issue audit reports;
- issue "management letter" detailing comments and observations resulting from the audit, including ideas related to possible improvements in operations; and
- conduct presentations of findings to audit committee and governing body.



**Most importantly**, in the spirit of no surprises, we conduct our independent technical review in the field. There is nothing more frustrating than thinking the audit is done and then getting hit with last minute questions because the independent review was not timely. We commit to having the independent review done when we leave the field.

## b. Level of staff & number of hours to be assigned to each proposed segment of engagement

Estimated Number of Hours						
Segment	Est. timeline for first year	Officers	Manager	Supervisor	Professional Staff & Clerical	Total
Phase I - Planning, Internal Controls, Risk Assessment	ASAP	4	6	11	--	21
Phase II - Audit Testing	Early October	3	5	14	5	27
Phase III - Completion/Wrap-up	Mid-November	6	6	6	3	21
Single audit	Concurrently with above	4	8	50	--	62
Total		17	25	81	8	131

The timeline set above is based on when the final reports are required to be issued. With all of our clients, setting of the timelines occurs during the planning process or before. We have found that discussing timelines in detail with the client for each phase of the audit ensures commitment from both sides to remain on target to meet the ultimate report deadline. These timelines are flexible pending further discussion with RTA. The timelines above are for the financial statement audit only. See the "Other services" Section below for information pertaining to other services mentioned in the RFP.

## c. Other services

We are aware that various other services may be required by RTA's auditors. Below outlines are understanding of these other services and the processes we would take to complete these services:

- 1) National Transit Database reporting (NTD) – We are aware that RTA may be required in the future to have procedures performed over its NTD reporting. In 2018, we performed 4 such services to our client base. Through our membership in the GAQC we were provided specific alerts and guidance on how to properly perform and report on the requirements related to the NTD reporting. If this will be required in the future, we would have a separate engagement letter and fees negotiated for this service.
- 2) Agreed upon procedures report verifying vehicle revenue miles – We currently provide a similar agreed upon procedures for the Central Oklahoma Transportation and Parking Authority, a component unit of Oklahoma City. The fees for this service are outlined in the fee schedule separately and we would have a separate engagement letter outlining the specific procedures to be performed as required by attestation standards. We would work with RTA to schedule the work to allow adequate time for meeting the reporting deadline of September 30.
- 3) Assurance letters and other services related to debt issuances – We are aware that RTA may request an assurance letter related to debt issuances. We perform this service for various clients on an as needed basis. There are specific procedures required to be performed in order to provide an assurance letter as previously noted in this proposal. If this would be needed, we would work with RTA staff to ensure we can perform all required steps in a timely manner. The fees for this service are outlined in the fee proposal separately.
- 4) Filing the Annual Survey of Authority Finances (SA&I 2643) form – This service we perform for Oklahoma City and its related trusts. We are aware of the filing deadline of December 31<sup>st</sup>. Fees are included as part of the audit fees.
- 5) Other accounting services related to other matters RTA determines should be provided by an independent accountant – As these services arise, AGH will work with RTA on the specific services needed, related reports to be issued and the fees to be charged. Fees charged would depend on the type of service and experience level of staff required.



#### **d. Approach to gain & document an understanding of RTA's internal control structure**

We utilize audit programs and methodologies specifically developed and tailored to the government industry that are automated and support documenting our understanding of internal control related to the entity as a whole, as well as significant accounts and transaction cycles. Our process begins by obtaining an understanding of the overall control environment. This will include inquiries with management, reviewing procedure / policy manuals, organizational charts, relevant state statutes or administrative regulations, etc.

We then make an assessment of the significant transaction and account cycles. For each of those areas, we will obtain a more detailed understanding of the design and implementation of internal controls (the control activities) through inquiries of those individuals involved in the transaction cycle, and observation of how the accounts and transactions are handled at each point in the cycle. Tests of controls will also be performed by selecting samples of transactions in the payroll and general disbursement areas to ensure that key controls have been operating effectively throughout the year.

In addition, our information specialists will review IT general and applications controls related to:

- RTA's IT organizational structure and overall operations (personnel qualifications, policies, set up of the operations, systems development and maintenance procedures, etc.)
- hardware / software systems used
- users' functional access rights / privileges in the system
- business continuity procedures / plans

#### **e. Approach to be taken in determining laws & regulations that will be subject to audit test work**

Both generally accepted auditing standards and *Government Auditing Standards* require that the auditor test compliance with laws and regulations that could have a material effect on the financial statements of the entity as a whole and/or on the individual major federal financial assistance programs.

The most critical step in the compliance audit is the development of an audit plan, which will accomplish the audit objectives for compliance with laws and regulations. Planning is normally the most overlooked aspect of the compliance audit. From identifying the basic strategy for the compliance audit to reporting the results of the compliance audit, the auditor is challenged to design an audit that addresses the applicable requirements and allows the auditor to report in accordance with standards.

Generally, we will be able to identify the laws and regulations that must be tested by:

- inquiry of management personnel knowledgeable of the pertinent laws and regulations;
- review of agreements or other grant documents;
- review of the Single Audit Compliance Supplement; and
- review of most recent state legislative changes.

#### **f. Approach to be taken in drawing audit samples for purposes of tests of compliance**

Sampling will be necessary when performing compliance tests of the various federal programs of the government. Because a significant element of compliance auditing is the testing of transactions for the specific eligibility of the transaction, sampling will be the most efficient approach. We will follow guidance issued in December 2009 by the AICPA titled "Audit Sampling Considerations of Single Audit Compliance Audits."

This guidance requires sample sizes of 25, 40 or 60, depending on the assessment of inherent risk, the significance of the control and desired level of assurance to be provided by the tests. Such assessments will be determined for each individual major program audited. If populations are small, certain sample sizes may be smaller, based on guidance provided by the AICPA.

## **Sample sizes and extent to which statistical sampling is to be used in engagement**

Our firm has developed guidelines for the use of statistical and non-statistical sampling and determining sample sizes. For statistical sampling, the sample size will vary based on the size of the population, our assessment of the risk of material misstatement, our planned reliance on the results of the testing procedures, and the overall precision we determine appropriate for testing. This sampling method will generally result in random sample sizes of 25-60 items. Additionally, we may use non-statistical sampling for certain substantive tests. Sample sizes in this case will vary based on the dollar value of the population, our materiality factors and the coverage desired for testing.

## **🚩 Type and extent of analytical procedures to be used in the engagement**

One of the most inefficient ways to conduct an audit is to spend significant time examining transactions that have little or no importance to the financial statements as a whole or that represent minimal risk. The use of analytical procedures allows for extended further audit procedures to be focused on the areas of unusual results or potential audit risk.

We perform analytical procedures in all three phases of the engagement. During planning, this helps us identify key risk areas based on variances from budgets or prior year. During our substantive procedures, we develop expectations for certain account balances, based on inquiries with key personnel and our understanding of activity for the year (for example, based on FTE employment levels). During the completion phase, we use analytical tools to look at the big picture – comparing account balances to each other, to budgeted amounts and to the prior year, for example.

## **🚩 Use of RTA staff and communication approach**

An efficient and effective audit is achieved when there is strong two-way communication and cooperation. Throughout the audit process, we will need access to certain schedules, reconciliations and supporting documents as outlined below.

Through emphasis in the initial planning of the audit engagement, our engagement team will establish appropriate communication channels to assure effective utilization of your staff. The coordination, scheduling and timing of audit procedures will be carefully outlined and monitored throughout the course of the audit.

We anticipate needing assistance from your staff in establishing our understanding of your activity cycles and accounting system. Additionally, during our initial planning procedures, we will prepare a detailed listing of documents needed for interim procedures. We may also request policy and procedure narratives related to internal controls. This can include copies of policy / procedure manuals already available or we can provide templates for staff to complete electronically.

During those interim procedures we will be assembling additional information that we will need for audit testing in Phase Two. As a practice, we stay in touch with our clients throughout the process of assembling the detail list and remain available for any questions regarding the information needed for any phase of the process.

***Information requests and staff time to coordinate will likely be similar to what has been requested in prior audits.*** A partial list is included below.

- a) Confirmation letters prepared for cash, investments, debt and other items
- b) Trial balances and account reconciliations for significant account balances such as cash, investments, receivables, capital assets, accounts payable, accrued expenses, bonds payable, other long-term obligations and net position, as applicable
- c) Calculations of significant management estimates such as the estimate of the allowance for doubtful accounts on accounts receivable, OPEB or impairment calculations
- d) Information supporting the classifications of fund balance and net position

- e) Various information in support of analytics performed, such as details in support of fluctuations of revenues (for example, beneficiary donations) and fluctuations in expenses
- f) Various queries from the financial system to support the financial statements, including a trial balance and chart of accounts
- g) Support for various samples that will be selected for testing in connection with the Single Audit

## **🔧 Approach to planning and conducting work in subsequent years**

During our status meetings throughout the audit, we will ask for RTA staff suggestions for improving the overall staff participation / communication process as we proceed throughout the audit or for future engagements. We believe this is one of the more significant outcomes from our two-way communication approach: the achievement of process improvements for subsequent years that benefit both organizations.

## **🔧 Audit experience related to programs funded by federal and state grants**

As discussed previously within this proposal, the majority of our governmental practice includes audits under the Single Audit Act. While all team members have experience in single audits, AGH also recognizes that this is a very specialized area. As a result, AGH has dedicated team members to conducting single audits full time.

Our audit approach is similar to the three-phase approach described above for the financial statement audit. It takes into consideration our understanding gained during Phase One of internal controls and operating effectiveness of those controls for the financial statements as a whole. Where possible, results of tests of controls performed on the financial statement audit will be utilized in developing tests for the Single Audit, minimizing the assistance required of RTA staff. Our approach then follows the guidance outlined for auditors in Single Audit Act, Uniform Guidance and the related OMB Compliance Supplements.

The first step in developing an audit approach for the Single Audit is to obtain or construct the Schedule of Expenditures of Federal Awards (SEFA) for federal funding. A determination of major programs is then made based on risk assessment factors. For each major program, we obtain and review the Compliance Supplement guidance for the program and design audit procedures for the applicable compliance requirements that are direct and material to the program.

AGH utilizes tailored audit programs and tools for completion of the Single Audit. A knowledge-based database tool called Caseware provides for linkage of identified compliance requirements to audit programs, internal control forms and testing, which results in efficiencies for the audit.

## **🔧 Identification of Anticipated Audit Problems**

### **Risk management approach**

Occasionally, clients will identify issues through their control processes that could result in a prior period adjustment and/or significant changes to workpapers that were already supplied to the auditors for testing. When this occurs, under audit standards, auditors are required to evaluate whether there is also a reportable control deficiency. The risk management policies of national firms automatically result in a significant deficiency or material weakness due to their need to control risk management throughout many locations.

AGH's risk management policy allows us to fully evaluate the circumstances surrounding the prior period adjustment or change to current year work to determine whether there is in fact a material weakness or significant deficiency to report. As part of that evaluation, we review the client's processes and controls that identified the issue and the likelihood that the controls would continue to identify similar issues moving forward. If that is the case, we are able to leverage our access to all risk management evaluators being in one location in order to discuss these types of circumstances and whether there is a reportable finding, taking into account both qualitative and quantitative factors. As auditors we prefer to work with our clients to evaluate these issues rather than an automatic finding.



As a result of our consulting work with the State of Kansas and fulfilling the role of “auditee”, we have identified that the best time to do the independent or technical review is concurrent with the audit work. We commit to having our independent reviewer evaluate significant issues during the audit process to avoid surprises at the end of the audit. The week the financial statements are set to be issued is not the time to be resolving significant audit issues. As an example, how many times have you experienced getting to the end of the audit, thinking you are done and then being surprised with additional audit inquiries when you thought you were done?

During weekly status meetings with management, we will go over any reportable or nonreportable conditions identified. Having these discussions in a timely manner allows for proper follow-up on the issue to ensure the conditions are properly understood and that we are not missing any information that would change our conclusions.

### **Experience in providing interpretations of pronouncements & in assisting clients with implementation**

AGH assists clients in applying new GASB pronouncements in a variety of ways. We believe in an educational and collaborative approach, communicating the provisions of the new guidance as it is adopted and beginning discussions early in order to work on an implementation plan when needed. A lack of collaboration could result in audit inefficiencies and financial reporting issues at the time of audit. Some examples in how AGH has assisted clients are as follows:

- Recognizing that GASB Nos. 67, 68, 74 and 75 would have some of the most significant impacts on our client’s pension and OPEB plans and employer’s financial statements, AGH worked to educate management and elected officials of the potential changes two years before the standards became effective. In addition, we worked with our clients to develop templates to assist in making their annual pension and OPEB journal entries under GASB 68 and 75. This template has been useful with modification to many different plan types.
- GASB No. 87, Lease accounting: We have started discussing with our clients the best approach in implementation of this significant GASB and will continue to work with them, particularly over the next year, to ensure lease transactions are properly reported both when the government is the lessee and the lessor. For example, we started educating our clients on this through an AGH University GASB Update Webinar and have plans for a separate webinar later this summer solely developed to this topic.
- We offer tailored training to clients, which often pertain to the implementation of GASB pronouncements specific to each entity.

Part of AGH’s unique value for clients is the breadth of financial and consulting expertise all within one firm. As client needs arise, our clients have access to the entire resources of the firm.

### **📌 Interim Fieldwork**

As discussed above, Phase One of our audit approach includes our interim fieldwork procedures. Typically, we perform interim fieldwork procedures either a month or two before or after our clients’ year-end. Doing interim earlier not only helps our client’s level the audit workload, but interim procedures are a key part of our risk assessment process. Performing walkthroughs and test of control work several months before final fieldwork helps us finalize our overall audit plan based on the results of that work. Our firm schedules engagement work six months in advance. As we are preparing our schedules every six months, we are in discussions with our clients about what weeks will work for us to perform interim and final fieldwork. This process assists us in ensuring we are scheduling our clients’ interim and final fieldwork for weeks that work best for our clients and that interim is done outside of the final fieldwork timeframe. During interim we can also perform some year-end fieldwork testing including items such as pension plan related testing and certain revenue and expense testing. We like to be in communication with our clients frequently after year-end as any workpapers that are done early, we like to receive and work on prior to official fieldwork as we have availability in our schedule.

## ➤ CAFR and Experience with the Certificate of Excellence in Financial Reporting Program

All of AGH's large governmental audit practice is conducted in accordance with generally accepted auditing standards and *Government Auditing Standards*. AGH team members have helped numerous entities meet the rigorous criteria of the Government Financial Officers Association (GFOA) Certificate of Excellence in Financial Reporting – both as city staff and external independent auditors. All of the AGH government management team serve on the GFOA's Certificate of Achievement Review Committee.



The following is a sample of AGH clients who have earned the GFOA Certificate of Achievement for Excellence in Financial Reporting:

- City of Oklahoma City, Oklahoma
- City of Kansas City, Missouri
- City of Wichita, Kansas
- Unified Government of Wyandotte County/Kansas City, Kansas
- Johnson County, Kansas
- City of Overland Park, Kansas
- City of Merriam, Kansas
- City of Gardner, Kansas
- City of Branson, Missouri

# 5. AGH Proposed Staffing Plan

Name	Firm Name	Proposed Role on Project	Certification Category/Level	Oklahoma License/Certification No.	Other State License/Certification No.	Education Level
Tara Laughlin	AGH, L.C.	Engagement Officer	CPA	N/A - See proposal for CPA mobility	KS - 2265	Bachelor of business administration in accounting/Master of accounting
Mike Lowry	AGH, L.C.	Independent Reviewer	CPA	N/A - See proposal for CPA mobility	KS - 4707	Bachelor of business administration in accounting/Master of management information systems
Michelle Locke	AGH, L.C.	Engagement Manager	CPA	N/A - See proposal for CPA mobility	KS - 2265	Bachelor of arts/Master of accounting
Cody Porter	AGH, L.C.	Engagement Supervisor	Intermediate Single Audit Certification	N/A		Bachelor of business administration in accounting
Brian Johnson	AGH, L.C.	IT Consultant	CPA, various IT - please see resume	N/A - See proposal for CPA mobility	KS - 2264	Bachelor of business administration/Master of accounting
Daniel White	AGH, L.C.	Organizational Development Consultant	Certified Family Business Advisor/Certified Business Advisor	N/A	N/A	Bachelor of communication/Master of organizational development
Ellen Decker	AGH, L.C.	Tax Consultant	CPA	N/A - See proposal for CPA mobility	KS - 4750	Bachelor of business administration in accounting/Master of accounting

# 6. Fee Proposal Form

## ATTCAHMENT "C" ORM A-11B Fee Proposal Form

Proposer: AGH, L.C. RTA 2021-001 External Audit Services			
Item	Description	Deliverables	Cost - All not to exceed prices
1.	Contract Year 1	Financial Statement Audit (including any state filing requirements). <b>First year includes audit of Feb-Jun 2019 (\$4,200) and also Full FY 2020 (\$8,400)</b>	\$ 12,600
		Single Audit - Includes 1 Major program, additional grants will be \$5,500 per program tested, if needed.	5,500
		Vehicle Revenue Miles AUP	3,700
		<b>Total</b>	<b>\$ 21,800</b>
2.	Contract Year 2	Financial Statement Audit (including any state filing requirements).	\$ 8,700
		Single Audit - Includes 1 Major program, additional grants will be \$5,500 per program tested	5,700
		Vehicle Revenue Miles AUP	3,850
		<b>Total</b>	<b>\$ 18,250</b>
3.	Contract Year 3	Financial Statement Audit (including any state filing requirements).	\$ 9,000
		Single Audit - Includes 1 Major program, additional grants will be \$5,500 per program tested	6,000
		Vehicle Revenue Miles AUP	4,000
		<b>Total</b>	<b>\$ 19,000</b>
4.	Contract year 4	Financial Statement Audit (including any state filing requirements).	\$ 9,300
		Single Audit - Includes 1 Major program, additional grants will be \$5,500 per program tested	6,200
		Vehicle Revenue Miles AUP	4,150
		<b>Total</b>	<b>\$ 19,650</b>
5.	Contract year 5	Financial Statement Audit (including any state filing requirements).	\$ 9,700
		Single Audit - Includes 1 Major program, additional grants will be \$5,500 per program tested	6,500
		Vehicle Revenue Miles AUP	4,300
		<b>Total</b>	<b>\$ 20,500</b>

RTA 2021-001 External Audit Services			
Item	Description	Deliverables	Cost - All not to exceed prices
6.	Rate for additional services	Position	Hourly Rate
		Officer	\$ 235
		Manager	\$ 179
		Senior consultant	\$ 235

Other services noted in RFP		Cost
Assurance letter - bond issuance all years		Not to exceed \$5,000 per issuance
Potential NTD reporting - all years		To be negotiated as needed
Potential other services - all years		To be negotiated as needed

# 7. Letter of Authorization

## EXHIBIT 1. – REQUIRED FORMS

### LETTER OF AUTHORIZATION

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

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

#### Regional Transportation Authority of Central Oklahoma:

This letter authorizes Tara Laughlin to sign the BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT and all forms related to on behalf of AGH, L.C..

Company Name

Sincerely,



Vice President, Assurance Services

8/11/2020

Signature of Authorized Agent

Print Title

Date

Tara Laughlin

tara.laughlin@aghlc.com

Print Name

Email Address

Title: *(must be checked)*

☐ Owner

☐ Treasurer

☐ Chief Executive Officer [CEO]

☐ Secretary

☐ Chairman or Chairman of the Board

☐ Assistant Secretary

☐ President

☐ Secretary-Treasurer


☒ Vice-President

☐ Other:

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

# 8. Disadvantaged Business Enterprise (DBE)

## Required Contractor & Subcontractor Information

Business Name	AGH, L.C.
Business Address 1	301 N. Main, Suite 1700
City	Wichita
State	KS
Zip Code	67202
1. Is your firm a Disadvantaged Business Enterprise (DBE)?	No
2. Are you registered as a DBE with the Oklahoma Department of Transportation (ODOT)?	No
If you answered yes, to Question 1 or 2, how old is your firm	N/A
What are firms annual gross receipts?	N/A
Completed By:	Tara Laughlin
Title	Vice President, Assurance Services
Signature:	
Date:	8/11/2020

# 9. Addendum

## Receipt of Addendum No. 1 dated July 30, 2020

We acknowledge the receipt of Addendum No. 1 to RFP 2021-001.



## **Attachment “C”**

### **(“Milestone Payments and Schedule of Fees”)**

**Milestone Payments and Schedule of Fees are attached on the following pages.**

# Attachment "C"

## Payment Milestones & Schedule of Fees

ATTACHMENT "C" ORM A-11B Fee Proposal Form			
Proposer: AGH, L.C. RTA 2021-001 External Audit Services			
Item	Description	Deliverables	Cost - All not to exceed prices
1.	Contract Year 1	Financial Statement Audit (including any state filing requirements). <b>First year includes audit of Feb-Jun 2019 (\$4,200) and also Full FY 2020 (\$8,400)</b>	\$ 12,600
		Single Audit - Includes 1 Major program, additional grants will be \$5,500 per program tested, if needed.	5,500
		Vehicle Revenue Miles AUP	3,700
		<b>Total</b>	<b>\$ 21,800</b>
2.	Contract Year 2	Financial Statement Audit (including any state filing requirements). Single Audit - Includes 1 Major program, additional grants will be \$5,500 per program tested	\$ 8,700
		Vehicle Revenue Miles AUP	5,700
			3,850
		<b>Total</b>	<b>\$ 18,250</b>
3.	Contract Year 3	Financial Statement Audit (including any state filing requirements). Single Audit - Includes 1 Major program, additional grants will be \$5,500 per program tested	\$ 9,000
		Vehicle Revenue Miles AUP	6,000
			4,000
		<b>Total</b>	<b>\$ 19,000</b>
4.	Contract year 4	Financial Statement Audit (including any state filing requirements). Single Audit - Includes 1 Major program, additional grants will be \$5,500 per program tested	\$ 9,300
		Vehicle Revenue Miles AUP	6,200
			4,150
		<b>Total</b>	<b>\$ 19,650</b>
5.	Contract year 5	Financial Statement Audit (including any state filing requirements). Single Audit - Includes 1 Major program, additional grants will be \$5,500 per program tested	\$ 9,700
		Vehicle Revenue Miles AUP	6,500
			4,300
		<b>Total</b>	<b>\$ 20,500</b>

RTA 2021-001 External Audit Services			
Item	Description	Deliverables	Cost - All not to exceed prices
6.	Rate for additional services	Position	Hourly Rate
		Officer	\$ 235
		Manager	\$ 179
		Senior consultant	\$ 235

Other services noted in RFP	Cost
Assurance letter - bond issuance all years	Not to exceed \$5,000 per issuance
Potential NTD reporting - all years	To be negotiated as needed
Potential other services - all years	To be negotiated as needed

**Attachment “D”**  
**(“SERVICES PROVIDER’S Project Team and CONTRACTING ENTITY’S  
Resources”)**

The **SERVICES PROVIDER** may not modify, revise or change any other member of the **SERVICES PROVIDER’S Project Team** without the prior written consent of the **CONTRACTING ENTITY’S Contract Administrator**, which if the **SERVICES PROVIDER** clearly and convincingly presents verifiable documentation and information that the **SERVICES PROVIDER’S Project Team** replacement is equally skilled with the listed team member, the **CONTRACTING ENTITY’S Contract Administrator’s** consent will not be unreasonably withheld.

**CONTRACTING ENTITY’S Resources** shall consist of the following:

Suzanne Wickenkamp, Administrative Services Manager

Lisa K. Hubbell, Trust Specialist

# Attachment "D"

## Project Team

Name	Firm Name	Proposed Role on Project	Certification Category/Level	Oklahoma License/Certification No.	Other State License/Certification No.	Education Level
Tara Laughlin	AGH, L.C.	Engagement Officer	CPA	N/A - See proposal for CPA mobility	KS - 2265	Bachelor of business administration in accounting/Master of accounting
Mike Lowry	AGH, L.C.	Independent Reviewer	CPA	N/A - See proposal for CPA mobility	KS - 4707	Bachelor of business administration in accounting/Master of management information systems
Michelle Locke	AGH, L.C.	Engagement Manager	CPA	N/A - See proposal for CPA mobility	KS - 2265	Bachelor of arts/Master of accounting
Cody Porter	AGH, L.C.	Engagement Supervisor	Intermediate Single Audit Certification	N/A		Bachelor of business administration in accounting
Brian Johnson	AGH, L.C.	IT Consultant	CPA, various IT - please see resume	N/A - See proposal for CPA mobility	KS - 2264	Bachelor of business administration/Master of accounting
Daniel White	AGH, L.C.	Organizational Development Consultant	Certified Family Business Advisor/Certified Business Advisor	N/A	N/A	Bachelor of communication/Master of organizational development
Ellen Decker	AGH, L.C.	Tax Consultant	CPA	N/A - See proposal for CPA mobility	KS - 4750	Bachelor of business administration in accounting/Master of accounting

**Attachment “E”**  
**(“Request for Proposals, including Addenda”)**

Attached behind this page is a copy of the CONTRACTING ENTITY’s Request for Proposals, including Addenda.



# **REQUEST FOR PROPOSAL**

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



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

### **Introduction**

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

### **Objective**

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

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

#### **A. General**

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





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of five years.

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

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

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

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

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

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



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

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

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

## **C. Proposal**

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

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

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

## **E. Other Considerations**

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

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



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

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

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

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

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

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

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



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## **G. Single Audit**

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

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

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

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

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

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

## **I. Management Advisory Services**

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



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

## **J. Qualitative Assessment Guidelines**

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

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

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

The proposal should be organized with the following sections:

- Cover Page (Attachment "A")
- Project Team



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

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

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

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

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

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



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

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

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



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

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

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

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





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

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

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

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



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## **L. Insurance and Indemnification**

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

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

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

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

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

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



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

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

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



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

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

#### **M. Other**

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



## **N. Proposal Submittal Guidelines**

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

## **O. Right to Reject**

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

## **P. Affidavits**

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

## **Q. No Proposal Compensation**

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



## **R. Proposal Timeline**

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

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

## **S. Right to Reject**

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

## **T. Clarification**

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

## **U. Approval of Information Release**

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



## **V. Proposal Guidelines**

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

## **W.Reservation of Rights**

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

## **X. Contract**

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

Cover Page	
Date	
Project Name and Description	
Prime Consultant	
Prime Consultant's Federal ID#	
Sub-Consultants (if any)	
Primary Contact	
Primary Contact Name (Prime)	
Address	
City, State, Zip	
Email	
Office Phone	
Cell Phone	
Secondary Contact	
Secondary Contact Name (Prime)	
Address	
City, State, Zip	
Email	
Office Phone	
Cell Phone	
Acknowledgement	
<p>I have reviewed and understand the content and requirements of the solicitation. On behalf of my firm and sub-consultants, if any, I will comply with all state and federal contracting requirements applicable to the project. I understand RTA policies, procedures and processes may change during the duration of the project and will comply with any changes required by RTA. I have fully and accurately disclosed any debarment, license issues, and/or investigations being performed by any governmental entity.</p> <p>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 (Personnel to be used on the RTA Project)

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.

# ATTACHMENT "C"

## ORM A-11B Fee Proposal Form

**Proposer:**

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

**NOTES:**

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## EXHIBIT 1. – REQUIRED FORMS

### LETTER OF AUTHORIZATION

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

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

#### Regional Transportation Authority of Central Oklahoma:

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

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

Sincerely,

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

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

Title: *(must be checked)*

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

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

**EXHIBIT 1. – REQUIRED FORMS****ANTI/NON-COLLUSION AFFIDAVIT**

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

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

Witness the hands of the parties hereto:

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

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

\_\_\_\_\_  
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 \*

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

)  
)  
)

SS.

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

[49 Okla. Stat. 1985 §119]

## Exhibit 1 – Required Forms

### DISADVANTAGED BUSINESS ENTERPRISE (DBE)

#### Required Contractor & Subcontractor Information

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

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

NOTICE TO PROPOSERS  
FOR REQUEST FOR PROPOSALS

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

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

**Scope of Work:**

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

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

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

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

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



# ADDENDUM

ISSUE DATE **Thursday, July 30, 2020**

TO	<b>All Prospective Bidders/Proposers</b>
FROM	Lisa K. Hubbell, Trust Specialist
PROJECT NO.	RTA 2021-001 / Addendum No. 1
ACTION NEEDED	<b>The Bidder and/or Proposer shall acknowledge receipt of this Addendum and acceptance of the conditions by checking, dating and initialing the spaces corresponding to the Addendum on the Bid/Proposal Cost Form.</b>

This addendum is part of the Contract Documents and modifies the work. Acknowledge receipt of this addendum must be so noted, as directed in the proposal packet. Failure to do so may result in the disqualification of the submitted proposal.

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The Regional Transportation Authority of Central Oklahoma (RTA) is issuing Addendum No. 1 to answer questions received, and to clarify and/or change the following items:

**1. Attachment "C" – Contract year 1**

**Q. When providing pricing information as outlined in Exhibit C – Does year 1 costs include the February 2019 – June 30, 2019 as well as the FY20 audit? Or is year 1 February 2019-June 30, 2019 and year 2 is the June 30, 2020 year end?**

**A.** Contract Year 1, includes the periods of February 2019 through June 30, 2019 and July 1, 2019 through June 30, 2020, a period of 17 months.

**2. Q. The RFP mentions an example contract was attached for review, but I didn't see that attached. Can we get a copy of the example contract?**

**A.** Section Titled "Contract", Paragraph "X. Contract", page 17, revised as follows:

A sample of the contract for the audit engagement is included as an attachment (Attachment "D").

See, Attachment "D"

**3. Section Titled, "Objective", page 2, revised as follows:**



# ADDENDUM

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

4. **Section Titled, "Description and Scope of Services Required", Paragraph "A. General", page 2, revised as follows:**

**A. General**

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

5. **Section Titled, "Description and Scope of Services Required, Paragraph "C. Proposal", page 4, revised as follows:**

**C. Proposal**

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

6. **Section Titled, "Description and Scope of Services Required, Paragraph "D. Proposal", page 4, revised as follows:**

**D. General Information Applicable to Proposals**





# ADDENDUM

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

**7. Section Titled, “Description and Scope of Services Required, Paragraph “L. Insurance”, page 12 and 13, revised as follows:**

**L. Insurance and Indemnification – Second Paragraph**

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

\*\*\*

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

**8. Section Titled, “Description and Scope of Services Required, Paragraph “M. Other”, page 14, revised as follows:**

**M. Other**

1. A decision on the independent accounting firm who will be awarded the Authority's audit examinations should be made no later than September 4~~6~~30, 2020.

\* \* \*



# ADDENDUM

4. Conflict of Interest - The Auditing Firm may not represent any entities whose representation is in any way in conflict with the interests of the Regional Transportation Authority of Central Oklahoma ~~trusts of which the City is the beneficiary.~~

## ATTACHMENT “D”



### PROFESSIONAL SERVICES AGREEMENT

#### Contract/Project No. Project Name/Title

This Professional Services **Agreement** (“**Agreement**”) is entered into as of this \_\_\_ day of \_\_\_\_\_, 2020, by and between **INSERT VENDOR NAME** (“**SERVICES PROVIDER**”), and the Regional Transportation Authority of Central Oklahoma (“**RTA**”), a public trust organized under the laws of the State of Oklahoma (“**CONTRACTING ENTITY**”).

#### WITNESSETH:

**WHEREAS**, on **DATE**, the **CONTRACTING ENTITY** prepared a Request for **Proposal** (“**RFP**”) seeking a Professional Services **Agreement** for **INSERT SERVICE PROVIDED** for the **CONTRACTING ENTITY**; and

**WHEREAS**, on **DATE**, the **CONTRACTING ENTITY** received responses to its RFP; and

**WHEREAS**, a selection committee reviewed and evaluated the responses; and

**WHEREAS**, the **SERVICES PROVIDER** represented itself, both in its response (“**Proposal**”) and its interviews (“**Interviews**”) as an expert in the field of **INSERT SERVICE PROVIDED** with skilled professionals willing, able, and capable of timely providing the services requested and required by the **CONTRACTING ENTITY** in the RFP; and

**WHEREAS**, based upon the representations, guarantees, and warranties expressed by the **SERVICES PROVIDER** both in the **Proposal** and the **Interviews**, the selection committee recommended, and the **CONTRACTING ENTITY** selected and entered this **Agreement** with the **SERVICES PROVIDER**; and

**WHEREAS**, the **CONTRACTING ENTITY** strives to obtain **describe what you are obtaining**; and

## ATTACHMENT “D”



**WHEREAS, CONTRACTING ENTITY** retains **SERVICES PROVIDER** to provide professional services as an independent **SERVICES PROVIDER**; and

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

**NOW, THEREFORE**, for and in consideration of the above premises and the mutual covenants set forth herein, the **CONTRACTING ENTITY** and **SERVICES PROVIDER** hereby mutually agree as follows:

### 1. **PROFESSIONAL SERVICES AGREEMENT**

Subject to the terms and conditions of this **Agreement**, **CONTRACTING ENTITY** retains **SERVICES PROVIDER**, an independent **SERVICES PROVIDER**, to provide **CONTRACTING ENTITY** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **CONTRACTING ENTITY** services, products, solutions, and deliverables that meet all the purposes and functionality requested or described in the RFP and in this **Agreement**.

- (a) This **Agreement** governs the Scope of Services including, but not limited to, all services, products, solutions and deliverables to be provided by **SERVICES PROVIDER** to the **CONTRACTING ENTITY**. The **Attachments** are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this paragraph.
- (b) The text of this **Agreement**, together with the **Attachments**, constitutes the entire **Agreement** and the only understanding and agreement between the **CONTRACTING ENTITY** and **SERVICES PROVIDER** with respect to the services, products, solutions and deliverables to be provided by **SERVICES PROVIDER** hereunder. This **Agreement** may

## ATTACHMENT “D”



only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this **Agreement**.

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

**Attachment “A” (“Project Description and Scope of Services”),**

**Attachment “B” (“List of Products, Solutions and Deliverables”),**

**Attachment “C” (“Payment Milestones and Schedule of Fees),**

**Attachment “D” (“SERVICES PROVIDER’S Project Team and CONTRACTING ENTITY’s Resources”),**

**Attachment “E” (“Request for Proposals, including Addenda”),**

**Attachment “F” (“Insurance”),**

**Attachment “G” (“SERVICES PROVIDER’S Interview and Proposal”),**

**Attachment “H” (Performance Bond).**

- (d) Change Order. **CONTRACTING ENTITY’S** Administrator or designated representative is appointed as the authorized representative of **CONTRACTING ENTITY** with authority to process any change order request, as needed.

## ATTACHMENT “D”



- (e) **CONTRACTING ENTITY:** The term "**CONTRACTING ENTITY**" as used throughout this **Agreement** shall mean the Regional Transportation Authority of Central Oklahoma ("RTA").

### 2. TERM AND RENEWAL

- (a) **Term of Agreement:** The initial term of this **Agreement** shall be effective for a period of \_\_\_\_\_ year(s), as approved by **CONTRACTING ENTITY**, with the option to renew.
- (b) **Renewal of Agreement:** This **Agreement** is renewable for \_\_\_\_\_ (#) \_\_\_\_\_ optional \_\_\_\_\_-year periods at the sole option of the **CONTRACTING ENTITY**. Should the **CONTRACTING ENTITY** desire to renew the **Agreement**, a written preliminary notice will be furnished to the **SERVICES PROVIDER** prior to the expiration date of the **Agreement**. (Such preliminary notice will not be deemed to commit the **CONTRACTING ENTITY** to renew.)

### 3. SCOPE OF SERVICES

**SERVICES PROVIDER** is solely responsible for the actions, non-action, omissions, and performance of **SERVICES PROVIDER'S** employees, agents, **SERVICES PROVIDERS**, and subcontractors ("**SERVICES PROVIDER's Project Team**") and to ensure:

- (a) The timely provision of the Project and timely performance of the Scope of Services as each are defined in **Attachment "A"**,
- (b) The timely provision of all services, products, solutions and deliverables, including but not limited to, the Deliverables listed on **Attachment "B"**,

**SERVICES PROVIDER** will be solely responsible to ensure the **SERVICES PROVIDER'S** Project Team fully understands the Project, the Scope of Services, the Deliverables, the schedule for performance, and the **CONTRACTING ENTITY'S** goals and purposes. **SERVICES PROVIDER** will be solely responsible to ensure the **SERVICES PROVIDER'S Project Team** is adequately trained, instructed,

## ATTACHMENT “D”



and managed so that **SERVICES PROVIDER** timely provides the Project and satisfies **SERVICES PROVIDER'S** obligations under this **Agreement**. **SERVICES PROVIDER** may not change the **SERVICES PROVIDER'S Project Team** as set forth on Attachment “D” (“**SERVICES PROVIDER'S Project Team and CONTRACTING ENTITY'S Resources**”) without the prior written consent of the **CONTRACTING ENTITY'S** Administrator. The **CONTRACTING ENTITY'S** Administrator is the **CONTRACTING ENTITY** Manager or designee, as stated in writing.

**SERVICES PROVIDER** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **SERVICES PROVIDER** shall obtain all patents, licenses and any other permission required to provide all services, products, solutions and deliverables and for use of all services, products, solutions and deliverables by the **CONTRACTING ENTITY**.

#### 4. COMPENSATION

**CONTRACTING ENTITY** shall pay **SERVICES PROVIDER** the compensation after completion of services or products as specified in Attachment “C” (“**Payment Milestones and Schedule of Fees**”), subject to the submission of appropriate documentation and completion and acceptance of all the services and deliverables. No payment will be due or owing for any incomplete or undocumented services and deliverables.

The **CONTRACTING ENTITY** and **SERVICES PROVIDER** acknowledge that the compensation to be paid **SERVICES PROVIDER** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of **SERVICES PROVIDER** and **SERVICES PROVIDER'S Project Team**.

Price Adjustment Terms. The unit price shall remain firm through the first twelve (12) month of the contract term.

## ATTACHMENT "D"



### 5. INDEPENDENT SERVICES PROVIDER STATUS

The parties hereby acknowledge and covenant that:

**SERVICES PROVIDER** is an independent **SERVICES PROVIDER** and will act exclusively as an independent **SERVICES PROVIDER** is not an agent or employee of the **CONTRACTING ENTITY** in performing the duties in this **Agreement**.

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

- (a) All payments to **SERVICES PROVIDER** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **SERVICES PROVIDER** are performed outside the State of Oklahoma.
- (b) The **CONTRACTING ENTITY** 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 **SERVICES PROVIDER** as **SERVICES PROVIDER** is an independent **SERVICES PROVIDER** and the members of its **SERVICES PROVIDER'S Project Team** are not employees of the **CONTRACTING ENTITY**. Any such taxes, if due, are the responsibilities of **SERVICES PROVIDER** and will not be charged to the **CONTRACTING ENTITY**.
- (c) **SERVICES PROVIDER** acknowledges that as an independent **SERVICES PROVIDER** it and its **Project Team** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **CONTRACTING ENTITY** for its employees.

### 6. TERMINATION AND STOP WORK.

This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect as stated herein, unless terminated by either party as provided for herein, until the Project is



## ATTACHMENT “D”



completed and accepted as provided herein. The **CONTRACTING ENTITY'S** Administrator is hereby authorized to issue notices of termination or suspension on behalf of the **CONTRACTING ENTITY**. This **Agreement** can be terminated, with or without cause, upon written notice, at the option of the **CONTRACTING ENTITY**.

(a) **Termination for Convenience** - Upon receipt of a notice of termination for the *convenience* from the **CONTRACTING ENTITY**, **SERVICES PROVIDER** shall:

- (1) Immediately discontinue all services and activities (unless the notice directs otherwise); and
- (2) Upon payment for products or services fully performed and accepted, **SERVICES PROVIDER** shall deliver to the **CONTRACTING ENTITY** all work, products, deliverables, documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise; and
- (3) Should there be a decision by **CONTRACTING ENTITY** to effectuate at termination for convenience, **CONTRACTING ENTITY** and the **SERVICES PROVIDER** would need to review all actions of the **SERVICES PROVIDER**, that would be due compensation for services and cart manufacture at the time of notice. **CONTRACTING ENTITY's** intent would be to compensate the **SERVICES PROVIDER** for completed services and at the time of notice, or as directed by the notice, to the degree these are satisfactorily performed in accordance with the **Agreement**. Upon termination for the *convenience* by the **CONTRACTING ENTITY**, the **CONTRACTING ENTITY** shall pay **SERVICES PROVIDER** for completed services, up to the time of the notice of termination for *convenience*, in

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accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

- (b) **Termination for Cause** - Upon notice of termination for *cause* from the **CONTRACTING ENTITY**, **SERVICES PROVIDER** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **SERVICES PROVIDER** shall release and waive any interest in any retainage. The **CONTRACTING ENTITY** 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 **CONTRACTING ENTITY** by reason of **SERVICES PROVIDER’S** breach or other cause. Provided, however, upon notice of termination for cause, **SERVICES PROVIDER** shall deliver to the **CONTRACTING ENTITY** services, products, solutions and deliverables including, but limited to, all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

The rights and remedies of the **CONTRACTING ENTITY** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **SERVICES PROVIDER** under this **Agreement**.

- (c) **Stop Work** - Upon notice to **SERVICES PROVIDER**, the **CONTRACTING ENTITY** may issue a stop work order suspending any services, performances, work, products, deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **SERVICES PROVIDER** under this **Agreement**. In the event the **CONTRACTING ENTITY** issues a stop work order to **SERVICES PROVIDER**, the

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**CONTRACTING ENTITY** will provide a copy of such stop work order to **SERVICES PROVIDER**. Upon receipt of a stop work order issued by the **CONTRACTING ENTITY**, **SERVICES PROVIDER** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **CONTRACTING ENTITY** in the stop work order. Upon notice to **SERVICES PROVIDER**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) days by the **CONTRACTING ENTITY**, without cause and without cost to **CONTRACTING ENTITY**; provided however, **SERVICES PROVIDER** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only. The **CONTRACTING ENTITY'S Contract Administrator** is hereby authorized to issue stop work orders on behalf of the **CONTRACTING ENTITY**.

### 7. OBLIGATION UPON TERMINATION FOR CONVENIENCE.

Except for the any warranties, indemnification, confidentiality, or insurance required or provided by the **SERVICES PROVIDER** under this **Agreement**, which shall survive the termination of this **Agreement** for *convenience* or for *cause*, in the event this **Agreement** is terminated for convenience hereunder, the **CONTRACTING ENTITY** shall pay **SERVICES PROVIDER** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **CONTRACTING ENTITY** shall have no further liability under this **Agreement** to **SERVICES PROVIDER** and **SERVICES PROVIDER** shall have no further obligations to the **CONTRACTING ENTITY**.

### 8. WARRANTIES

- (a) **SERVICES PROVIDER** warrants that all services, products, solutions and deliverables performed or provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise normally employed by expert professionals performing the same or similar services. **SERVICES PROVIDER** shall

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maintain during the term of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **SERVICES PROVIDER** agrees to require all members of the **SERVICES PROVIDER'S Project Team** to provide any and all services, products, solutions and deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **SERVICES PROVIDER**.

- (b) During the term of this **Agreement**, **CONTRACTING ENTITY'S** initial remedy for any breach of the above warranty shall be to permit **SERVICES PROVIDER** one additional opportunity to perform the services, or provide the products, solutions and deliverables without additional cost to **CONTRACTING ENTITY**. If **SERVICES PROVIDER** cannot perform the services, or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **CONTRACTING ENTITY** shall be entitled to recover, should the **CONTRACTING ENTITY** so determine to be in their best interest, any fees paid to **SERVICES PROVIDER** for previous payments, including, but not limited to, services, products, solutions, and deliverables and **SERVICES PROVIDER** shall make reimbursement or repayment within thirty (30) days of a demand by the **CONTRACTING ENTITY**. Should **SERVICES PROVIDER** fail to reimburse the **CONTRACTING ENTITY** within thirty (30) days of demand, the **CONTRACTING ENTITY** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.
- (c) The **SERVICES PROVIDER** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

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### 9. INDEMNIFICATION

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

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

### 10. CONFIDENTIALITY

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

## ATTACHMENT “D”



### 11. RIGHT TO AUDIT

The **CONTRACTING ENTITY** shall have the right to examine books, papers and records of the **SERVICES PROVIDER** relative to all aspects of the **Agreement** awarded. Failure to provide the requested information may result in termination of the **Agreement**. This right to audit only affects **Agreement** compliance as a result of this **Agreement** and does not apply to vendor records beyond scope of **Agreement**.

### 12. MISCELLANEOUS

- (a) **Validity.** The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.
- (b) **No Waiver.** The failure or neglect of any party hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.
- (c) **No Assignment without Consent.** The parties hereby agree that as this is an agreement for the provision of specialized services, therefore **SERVICES PROVIDER** may not assign this **Agreement** in whole or in part without the prior written consent of the **CONTRACTING ENTITY**. In addition, **SERVICES PROVIDER** agrees that the **SERVICES PROVIDER'S Project Manager** may not be removed or replaced without the express written consent of the **CONTRACTING ENTITY'S Contract Administrator**.
- (d) **Venue and Applicable Law.** **Clients** and **SERVICES PROVIDER** hereby agree that any dispute, legal proceeding or action which may arise between or among them arising out of or in connection with this **Agreement** shall be adjudicated before a court located in

## ATTACHMENT “D”



Oklahoma City, Oklahoma, and each hereby submit to the exclusive personal jurisdiction of the courts of the State of Oklahoma located in Oklahoma City, Oklahoma and of the Federal District Court for the Western District of Oklahoma, located in Oklahoma City, with respect to any action or legal proceeding commenced by any party. The **SERVICES PROVIDER** irrevocably waives any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this **Agreement**, and consents to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth in the notice provision of this paragraph. This **Agreement** shall be construed and enforced in accordance with the laws of the State of Oklahoma.

- (e) **Descriptive Headings.** The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this **Agreement**.
- (f) **Counterparts.** This **Agreement** may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- (g) **Amendments.** This **Agreement** may not be modified, amended, altered or supplemented except upon the execution and delivery of a written amendment executed by each of the parties hereto.
- (h) **Entire Contract.** This **Agreement** constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

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- (i) **Time is of Essence.** Both the **CONTRACTING ENTITY** and **SERVICES PROVIDER** expressly agree that time is of the essence with respect to this **Agreement**, and the time for performance of each task shall be made a part of the **Agreement** and shall be strictly observed and enforced. Any failure on the part of the **CONTRACTING ENTITY** to timely object to the time of performance shall not waive any right of the **CONTRACTING ENTITY**, to object later.
- (j) **Upgrades and Substitutions.** During the performance of this **Agreement**, if any software named in this **Agreement** is upgraded in the software provider's product line by software performing the same functions, but using improved technology, then the newer product will be substituted upon the direction and approval of the **CONTRACTING ENTITY'S Contract Administrator**, or their written designee, and implemented by **SERVICES PROVIDER** for no increase in costs or fees.
- (k) **No Extra Work.** No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **CONTRACTING ENTITY** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **CONTRACTING ENTITY** through a contract amendment.
- (l) **Notices.** Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if e-mailed, hand delivered, or sent by facsimile transmission (upon confirmation of receipt), or if sent by certified mail (upon the sooner of the expiration of three (3) days after deposit in United States post office facilities properly addressed with first class postage prepaid or acknowledgment of receipt). All notices and payments to a party will be sent to the addresses set forth below or to such other address or person as such party may designate by notice to each other party hereunder:
- (m) **To SERVICES PROVIDER:**



## ATTACHMENT “D”



Services Provider Name

Address1

Address2

City/ST/Zip

Telephone:

E-mail:

### To CONTRACTING ENTITY:

Regional Transportation Authority of Central Oklahoma

c/o COTPA/EMBARK

2000 S May Avenue

Oklahoma City, OK 73108

Telephone: 405.291.1331

E-mail: [embarkok@okc.gov](mailto:embarkok@okc.gov)

(n) **Effective.** This **Agreement** shall become effective upon execution by the last party.

### 13. CONTRACTING ENTITY’S RESPONSIBILITIES

The **CONTRACTING ENTITY** shall only provide such space, equipment and personnel to assist **SERVICES PROVIDER** as expressly set forth in **Attachment “D” (CONTRACTING ENTITY’S Resources)**.

All financial obligations of the **CONTRACTING ENTITY** under this **Agreement** shall be solely the obligations of the **CONTRACTING ENTITY** regardless of how stated herein.

### 14. NONDISCRIMINATION

In connection with the performance of services and deliverable under this **Agreement**, **SERVICES PROVIDER** agrees as follows:

- (a) **SERVICES PROVIDER** shall not discriminate against any employee or applicant for employment because of age, race, creed, color, religion, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). **SERVICES PROVIDER** shall take action to ensure that employees or applicants for

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employment are treated without regard to their age, race, creed, color, religion, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. **SERVICES PROVIDER** shall agree to post, in conspicuous places, available to employees and applicants for employment.

(b) In the event of **SERVICES PROVIDER** 's noncompliance with this nondiscrimination clause, this **Agreement** may be suspended, canceled or terminated by **CONTRACTING ENTITY**. **CONTRACTING ENTITY** may declare **SERVICES PROVIDER** ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by **SERVICES PROVIDER**.

(c) **SERVICES PROVIDER** agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this **Agreement**.

### 15. ANTI-COLLUSION.

**SERVICES PROVIDER** warrants that it has not employed or retained any company or person other than a bona fide employee working solely for **SERVICES PROVIDER** to solicit or secure this **Agreement**. **SERVICES PROVIDER** further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for **SERVICES PROVIDER**, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this **Agreement**.

### 16. INSURANCE

**SERVICES PROVIDER** shall obtain and provide **CONTRACTING ENTITY** with a copy of the certificate of insurance prior to execution of the contract by **CONTRACTING ENTITY** and shall maintain

## ATTACHMENT “D”



such insurance throughout the term of this **Agreement** as required and in the form and in the amount set forth in **Attachment “F”** which is incorporated herein by reference.

### 17. PERFORMANCE BOND

**SERVICES PROVIDER** is required to provide and maintain bonds as set forth in **Attachment “H”** which is incorporated herein by reference. The bonds shall be executed by a surety company licensed to do business in the State of Oklahoma; having an “A” or better rating by A.M. Best or Standard and Poors; and included on the list of surety companies approved by the Treasurer of the United States. The bonds shall be in force from execution through the date of completion and acceptance of the initial order.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

## ATTACHMENT "D"



**WITNESS the hands of the parties hereto:**

The undersigned individual states that the Proposer will be bound by its proposal, the request for proposal, the terms and conditions of the Professional Services Agreement, and the requirements for proposers.

### TO BE COMPLETED BY THE SERVICES PROVIDER

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

Title: \_\_\_\_\_

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

**Note:** *If individual signing is not owner or an officer of the business or corporation a Letter of Authorization is to be included. For instance, if a Salesman or Manager signs this form, a letter of authorization is to be attached. Corporate Seal will be accepted in lieu of an authorization letter if affixed to this document.*

### TO BE COMPLETED BY THE NOTARY:

State of \* \_\_\_\_\_ )  
 ) SS.

County of \* \_\_\_\_\_ )  
[\*State and County where notarized must be written in.]

**SIGNED** and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020

by \_\_\_\_\_  
[Printed name of individual who signed above.]

Signature of Notary Public: \_\_\_\_\_

My Commission number: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

## ATTACHMENT “D”



[Date/Year]

SAMPLE

## ATTACHMENT “D”



**APPROVED** by the Board of Directors and **SIGNED** by the Chairman of the Regional Transportation Authority of Central Oklahoma this \_\_\_\_\_ of \_\_\_\_\_, 2020.

**ATTEST:**

**REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA**

\_\_\_\_\_  
Mary Mélon, Administrator

\_\_\_\_\_  
Brad Henry, Chairman

Reviewed for form and legality.

\_\_\_\_\_  
General Counsel

## **Professional Services Agreement Attachments**

The following **Attachments** are incorporated by reference into the **Agreement** by and between the **CONTRACTING ENTITY** and **SERVICES PROVIDER** and shall have the priority and precedence as first set forth in paragraph one of this **Agreement**.

**The Attachments include:**

**Attachment “A” (“Project Description and Scope of Services”),**

**Attachment “B” (“List of Products, Solutions and Deliverables”),**

**Attachment “C” (“Payment Milestones and Schedule of Fees),**

**Attachment “D” (“SERVICES PROVIDER’S Project Team and CONTRACTING ENTITY’S Resources”),**

**Attachment “E” (“Request for Proposals, including Addenda”),**

**Attachment “F” (“Insurance”),**

**Attachment “G” (“SERVICES PROVIDER’S Interview and Proposal”),**

**Attachment “H” (“Performance Bond”),**

**Attachment “A”**  
**(“Project Description and Scope of Services”)**

Attached behind this page is a copy of the Project Description and the Scope of Services to be provided by the SERVICES PROVIDER in accordance with this Agreement.



**Attachment “B”**  
**(“List of Products, Solutions and Deliverables”)**

Attached behind this page is a copy of the List of Products, Solutions and Deliverables to be provided by the SERVICES PROVIDER and the timeframe upon which same must be completed and provided with supporting documentation by the SERVICES PROVIDER and in accordance with the requirements of this Agreement. The milestone payments and schedule of fees to provide these products, solutions and deliverables are listed in Attachment C.

**Attachment “C”**

**(“Milestone Payments and Schedule of Fees”)**

Milestone Payments and Schedule of Fees are attached on the following pages.

SAMPLE

## **Attachment “D”**

### **(“SERVICES PROVIDER’S Project Team and CONTRACTING ENTITY’S Resources”)**

The **SERVICES PROVIDER** may not modify, revise or change any other member of the **SERVICES PROVIDER’S Project Team** without the prior written consent of the **CONTRACTING ENTITY’S Contract Administrator**, which if the **SERVICES PROVIDER** clearly and convincingly presents verifiable documentation and information that the **SERVICES PROVIDER’S Project Team** replacement is equally skilled with the listed team member, the **CONTRACTING ENTITY’S Contract Administrator’s** consent will not be unreasonably withheld.

**CONTRACTING ENTITY’S Resources** shall consist of the following:

**Attachment “E”**  
**(“Request for Proposals, including Addenda”)**

Attached behind this page is a copy of the CONTRACTING ENTITY’s Request for Proposals, including Addenda.

SAMPLE

## **Attachment “F”**

### **(“Insurance”)**

#### **Insurance Certificates**

Attached behind this page is a Certificate of Insurance provided by the **SERVICES PROVIDER** to meet the requirements listed below. The **SERVICES PROVIDER** shall maintain the insurance throughout the entire contract.

Prior to approval of this contract, the **SERVICES PROVIDER** shall obtain insurance coverage as provided below. No work or occupancy of the Facilities will commence unless and until the required certificates of insurance are provided and in effect. Any deductibles or self-insured retentions or any scheme other than a full insured program of general liability, automobile liability, and/or employer's liability must be declared by the Contractor for approval in advance by the **CONTRACTING ENTITY**.

**Policy Limits:** The insurance coverage and limits required of the **CONSULTANT/SERVICES PROVIDER** under this contract are designed to meet the minimum requirements of the **CONTRACTING ENTITY**. Such coverage and limits are not designed as a recommended insurance program for the **CONSULTANT/SERVICES PROVIDER**. The **CONSULTANT/SERVICES PROVIDER** alone shall be responsible for the sufficiency of its own insurance program. Should the **CONSULTANT/SERVICES PROVIDER** have any question concerning its exposures to loss under this contract or the possible insurance coverage needed therefore, the **CONSULTANT/SERVICES PROVIDER** should seek professional assistance. The minimum aggregate limits of such insurance policies and continuing coverage shall be:

**Worker's Compensation and Employer's Liability Insurance.** The **CONSULTANT/SERVICES PROVIDER** shall provide and maintain, during the term of the contract, worker's compensation insurance as prescribed by the laws of the state of Oklahoma and employer's liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) each for all its employees employed at the site of the Project, and in case any work is subcontracted, the **SERVICES PROVIDER** employees, unless such employees are covered by the protection afforded by the **CONSULTANT/SERVICES PROVIDER**. In the event any class of employees engaged in work performed under the contract or at the site of the Project is not protected under such insurance heretofore mentioned, the **CONSULTANT/SERVICES PROVIDER** shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected. If the **CONSULTANT/SERVICES PROVIDER** is exempt under the

laws of the state of Oklahoma from the requirement to obtain and maintain worker's compensation insurance, then the **CONSULTANT/SERVICES PROVIDER** must provide the **CONTRACTING ENTITY** a copy of its Affidavit of Exempt Status from the Oklahoma Insurance Department.

**Commercial General Liability Insurance.** The **CONSULTANT/SERVICES PROVIDER** shall provide and maintain commercial general liability insurance coverage sufficient to meet the including the **CONTRACTING ENTITY** and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, as provided herein.

**Property damage liability** in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

**All other liability** in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

**Single occurrence or accident liability** in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

**Automobile Liability Insurance.** The **CONSULTANT/SERVICES PROVIDER** shall provide and maintain comprehensive automobile liability insurance coverage as to the maintenance, and use of all owned, non-owned, leased or hired vehicles sufficient to meet **the** including the **CONTRACTING ENTITY** and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, unless otherwise specifically and expressly provided herein.

**Property damage liability** in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

**All other liability** in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

**Single occurrence or accident liability** in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

**Professional liability insurance.** Before this **Agreement** may become effective, the Contractor will provide the **CONTRACTING ENTITY** with a certificate of insurance evidencing the Contractor's coverage under a Professional Liability Insurance Policy in an amount not less than \$100,000 aggregate annual limit of liability. Such insurance will be maintained for a period of two (2) years after the completion of this **Agreement**.

**Notice of Change, Reduction, Modification, Suspension, Lapse, or Cancellation.** There may be no termination, non-renewal, reduction, suspension, lapse or cancellation in coverage, or modification of such insurance coverage. **SERVICES PROVIDER** shall be responsible for providing the **RTA** actual notice of any change, reduction, suspension, lapse, or cancellation of any insurance provided under this Contract at least thirty (30) days prior to such change, reduction, suspension, lapse, or cancellation. Any lapse of insurance coverage is declared a breach of this **Agreement**. The **CONTRACTING ENTITY** may, at its option, suspend this **Agreement** until there is full compliance with this Exhibit D or terminate this **Agreement** for nonperformance. The provisions of this Exhibit will not limit or define the provisions of any other paragraph in this **Agreement**.

**SERVICES PROVIDER** shall be responsible for providing the **CONTRACTING ENTITY** actual notice of any change, reduction, suspension, lapse or cancellation of any insurance provided under this **Agreement** at least thirty (30) days prior to such change, reduction, suspension, lapse or cancellation.

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

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

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

**Other Requirements.** The **SERVICES PROVIDER** agrees to purchase and maintain prior to the approval of and during the life of this Contract, with an insurance company acceptable to the RTA the insurance policies set forth in **Section A** of this **Attachment** which may be met through a combination of primary and excess policies.

The **SERVICES PROVIDER** must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth herein. Certified, true, and exact copies of all insurance certificates required, and endorsement pages shall be provided to the **RTA** on a timely basis if requested by **RTA** staff.

All insurance must be from responsible insurance companies which are authorized to do business in the state of Oklahoma and are acceptable to the **RTA**. The required insurance coverage and policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

Nothing in this Section shall define or limit the rights of any party to this contract under any other provision of this contract, including but not limited to any indemnification provision.

**Additional Insureds.** All liability policies (except professional liability and worker's compensation and employer's liability policies) shall provide that the **RTA** are named additional insureds without reservation or restriction. The **RTA** and any of its participating trusts shall be named as loss payees on the **SERVICES PROVIDER's** valuable papers insurance policy for this Project.

All insurance coverage (except worker's compensation and employer's liability policies) of the **SERVICES PROVIDER** shall be primary and non-contributory to any insurance or self-insurance program carried by the **RTA**.

All insurance policies (except professional liability and worker's compensation and employer's liability policies) shall include a severability of interest provision wherein claims involving any insured hereunder, except with respect to limits of insurance, interests shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

**Deductibles.** All policies must be fully insured with any single policy deductible not exceeding \$25,000. All deductibles must be declared on the certificate of insurance. If no deductible is declared, the **SERVICES PROVIDER** is stating a deductible does not exist and thus a deductible is not approved or accepted. If the **SERVICES PROVIDER's** deductible is different than declared, then the **RTA** will hold an equal amount from pay claims until corrected.



At the option of the **CONTRACTING ENTITY**:

- (a) The **SERVICES PROVIDER** will require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the **CONTRACTING ENTITY**;
- (b) The Contractor will procure a bond guaranteeing payment of the losses and related investigations, claim administration, and defense expenses not otherwise covered by the Contractor's insurance because of deductibles or self-insurance retentions; or,
- (c) The Contractor will provide the **CONTRACTING ENTITY**'s protection liability coverage with the **CONTRACTING ENTITY** each as the named insureds, for the commercial general liability coverage requirement, in a combined single-limit bodily injury and property damage in the cumulative amount of the maximum liability exposure of the **CONTRACTING ENTITY** as set forth in the Governmental Tort Claims Act and any addition or amendments thereto.

Self-insured Retentions. Self-insured retentions will not be accepted unless accompanied by a bond (financial guarantee bond) or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration and defense expenses not otherwise covered by the **SERVICES PROVIDER/SERVICES PROVIDER**'s self-insured retention.

The insurance coverage and limits required of the **SERVICES PROVIDER** under this contract are designed to meet the minimum requirements of the **RTA**. Such coverage and limits are not designed as a recommended insurance program for the **SERVICES PROVIDER**. The **SERVICES PROVIDER** alone shall be responsible for the sufficiency of its own insurance program. Should the **SERVICES PROVIDER** have any question concerning its exposures to loss under this contract or the possible insurance coverage needed therefore, the **SERVICES PROVIDER** should seek professional assistance.

Occurrence/Claims-made. All policies, except Professional Liability Insurance, shall be in the form of an occurrence insurance coverage or policy. If any insurance is written in a claims-made form, the **SERVICES PROVIDER** shall also provide tail coverage that extends a minimum of two year from the expiration of this contract.

**Certificates.** The insurance coverage and limits required must be evidenced by properly executed certificates of insurance on forms approved by the Oklahoma Insurance Commissioner. Copies of these certificates have been provided to the **RTA** Contracting Officer prior to execution of this contract and are attached hereto. The certificates must be signed by the authorized representative of the insurance company(s) shown in the certificates. The **SERVICES PROVIDER** must attach a copy of the

power of attorney evidencing the authority of the authorized representative to execute the certificate of insurance. The certificate must include the **Project or Contract number** and **Project or Contract description or name**. There may be no termination, non-renewal, reduction in coverage, or modification of such insurance coverage.

The **SERVICES PROVIDER** authorizes the **RTA** to confirm all information so furnished as to the **SERVICES PROVIDER's** compliance with its bonds and insurance requirements with the **SERVICES PROVIDER's** insurance agents, brokers, surety and insurance carriers. The lapse of any insurance policy or coverage required by this contract is a breach of this contract for which the **SERVICES PROVIDER** shall repay and reimburse all payment made under the contract and such other damages, losses, and costs incurred by the **RTA**. The **RTA** may at their option suspend this contract until there is full compliance with this paragraph, and/or may suspend payment under this contract, and/or may cancel or terminate this contract and seek damages for the breach of this contract. The remedies in this paragraph shall not be deemed to waive or release any remedy available to the **RTA**. The **RTA** expressly reserve the right to pursue and enforce any other cause or remedy in equity or at law.

In the event of a reduction in any aggregate limit, the **SERVICES PROVIDER** shall immediately notify the **RTA** and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the **RTA** request a written statement from the insurance company(s) as to any impairments to or reduction of the aggregate limit, the **SERVICES PROVIDER** hereby agrees to promptly authorize and have delivered to the **RTA** such statement.

All insurance coverage required under this Contract shall be maintained in full force and effect until completion and formal acceptance of the Project by the **RTA**. If the **SERVICES PROVIDER** is providing claims-made insurance coverage, such coverage must be maintained in full force and effect for a period of two (2) years after the final, formal acceptance of this Project by the **RTA**.

**Duration of Coverage.** All insurance coverage required under this contract shall be maintained in full force and effect until completion and formal acceptance of the Project by the **CONTRACTING ENTITY**. For **CONSULTANT/SERVICES PROVIDERS** providing claims-made insurance coverage, such coverage must be maintained in full force and effect for a period of two (2) years after the final, formal acceptance of this Project by the **CONTRACTING ENTITY**.

The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation or termination of this contract.

**Attachment “G”**  
**(“Service Provider’s Interview and Proposal”)**

Attached behind this page is a copy of the SERVICES PROVIDER’S Proposal and certain documents submitted during the interview, review, and selection process, and certain recordings of the Interview.

**Attachment “H”**  
**(“Performance Bond”)**

**Attached behind this page is a copy of the SERVICES PROVIDER’S Performance Bond.**

SAMPLE

## Attachment “F” (“Insurance”)

### Insurance Certificates

Attached behind this page is a Certificate of Insurance provided by the **SERVICES PROVIDER** to meet the requirements listed below. The **SERVICES PROVIDER** shall maintain the insurance throughout the entire contract.

Prior to approval of this contract, the **SERVICES PROVIDER** shall obtain insurance coverage as provided below. No work or occupancy of the Facilities will commence unless and until the required certificates of insurance are provided and in effect. Any deductibles or self-insured retentions or any scheme other than a full insured program of general liability, automobile liability, and/or employer's liability must be declared by the Contractor for approval in advance by the **CONTRACTING ENTITY**.

**Policy Limits:** The insurance coverage and limits required of the **CONSULTANT/SERVICES PROVIDER** under this contract are designed to meet the minimum requirements of the **CONTRACTING ENTITY** and its participating trusts. Such coverage and limits are not designed as a recommended insurance program for the **CONSULTANT/SERVICES PROVIDER**. The **CONSULTANT/SERVICES PROVIDER** alone shall be responsible for the sufficiency of its own insurance program. Should the **CONSULTANT/SERVICES PROVIDER** have any question concerning its exposures to loss under this contract or the possible insurance coverage needed therefore, the **CONSULTANT/SERVICES PROVIDER** should seek professional assistance. The minimum aggregate limits of such insurance policies and continuing coverage shall be:

**Worker's Compensation and Employer's Liability Insurance.** The **CONSULTANT/SERVICES PROVIDER** shall provide and maintain, during the term of the contract, worker's compensation insurance as prescribed by the laws of the state of Oklahoma and employer's liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) each for all its employees employed at the site of the Project, and in case any work is subcontracted, the **SERVICES PROVIDER** employees, unless such employees are covered by the protection afforded by the **CONSULTANT/SERVICES PROVIDER**. In the event any class of employees engaged in work performed under the contract or at the site of the Project is not protected under such insurance heretofore mentioned, the **CONSULTANT/SERVICES PROVIDER** shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected. If the **CONSULTANT/SERVICES PROVIDER** is exempt under the laws of the state of Oklahoma from the requirement to obtain and maintain worker's compensation insurance, then the **CONSULTANT/SERVICES PROVIDER** must provide the **CONTRACTING ENTITY** and its participating trusts a copy of its Affidavit of Exempt Status from the Oklahoma Insurance Department.

**Commercial General Liability Insurance.** The **CONSULTANT/SERVICES PROVIDER** shall provide and maintain commercial general liability insurance coverage sufficient to meet the including the **CONTRACTING ENTITY** and any public trust participating in the Project, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, as provided herein.

**Property damage liability** in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

**All other liability** in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

**Single occurrence or accident liability** in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

**Automobile Liability Insurance.** The **CONSULTANT/SERVICES PROVIDER** shall provide and maintain comprehensive automobile liability insurance coverage to meet the maximum liability under the

Governmental Tort Claims Act, (51 O.S. § 151 *et seq.*), The current required minimum comprehensive automobile liability coverage is: \$175,000 per person for bodily injury or death, \$200,000 for property damage, and \$1,000,000 for any number of claims arising out of a single accident or occurrence. All insurance provided hereunder shall name the **CONTRACTING ENTITY** as an additional insured.

**Property damage liability** in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

**All other liability** in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

**Single occurrence or accident liability** in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

**Professional liability insurance.** Before this **Agreement** may become effective, the Contractor will provide the **CONTRACTING ENTITY** with a certificate of insurance evidencing the Contractor's coverage under a Professional Liability Insurance Policy in an amount not less than \$100,000 aggregate annual limit of liability. Such insurance will be maintained for a period of two (2) years after the completion of this **Agreement**.

**Notice of Change, Reduction, Modification, Suspension, Lapse, or Cancellation.** There may be no termination, non-renewal, reduction, suspension, lapse or cancellation in coverage, or modification of such insurance coverage. **SERVICES PROVIDER** shall be responsible for providing the **RTA** actual notice of any change, reduction, suspension, lapse, or cancellation of any insurance provided under this Contract at least thirty (30) days prior to such change, reduction, suspension, lapse, or cancellation. Any lapse of insurance coverage is declared a breach of this **Agreement**. The **CONTRACTING ENTITY** may, at its option, suspend this **Agreement** until there is full compliance with this Exhibit D or terminate this **Agreement** for nonperformance. The provisions of this Exhibit will not limit or define the provisions of any other paragraph in this **Agreement**.

**SERVICES PROVIDER** shall be responsible for providing the **CONTRACTING ENTITY** actual notice of any change, reduction, suspension, lapse or cancellation of any insurance provided under this **Agreement** at least thirty (30) days prior to such change, reduction, suspension, lapse or cancellation.

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

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

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

**Other Requirements.** The **SERVICES PROVIDER** agrees to purchase and maintain prior to the approval of and during the life of this Contract, with an insurance company acceptable to the RTA the insurance policies set forth in **Section A of Attachment "F"** which may be met through a combination of primary and excess policies.

The **SERVICES PROVIDER** must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth herein. Certified, true, and exact copies of all insurance certificates required, and endorsement pages shall be provided to the **RTA** and its participating trusts on a timely basis if requested by **RTA** staff.

All insurance must be from responsible insurance companies which are authorized to do business in the state of Oklahoma and are acceptable to the **RTA** and its participating trusts. The required insurance coverage and policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

Nothing in this Section shall define or limit the rights of any party to this contract under any other provision of this contract, including but not limited to any indemnification provision.

Additional Insureds. All liability policies (except professional liability and worker's compensation and employer's liability policies) shall provide that the **RTA** and its participating trusts are named additional insureds without reservation or restriction. The **RTA** and any of its participating trusts shall be named as loss payees on the **SERVICES PROVIDER's** valuable papers insurance policy for this Project.

All insurance coverage (except worker's compensation and employer's liability policies) of the **SERVICES PROVIDER** shall be primary and non-contributory to any insurance or self-insurance program carried by the **RTA** and its participating trusts.

All insurance policies (except professional liability and worker's compensation and employer's liability policies) shall include a severability of interest provision wherein claims involving any insured hereunder, except with respect to limits of insurance, interests shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

**Deductibles.** All policies must be fully insured with any single policy deductible not exceeding \$25,000. All deductibles must be declared on the certificate of insurance. If no deductible is declared, the **SERVICES PROVIDER** is stating a deductible does not exist and thus a deductible is not approved or accepted. If the **SERVICES PROVIDER's** deductible is different than declared, then the **RTA** and its participating trusts will hold an equal amount from pay claims until corrected.

At the option of the **CONTRACTING ENTITY**:

- (a) The **SERVICES PROVIDER** will require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the **CONTRACTING ENTITY**;
- (b) The Contractor will procure a bond guaranteeing payment of the losses and related investigations, claim administration, and defense expenses not otherwise covered by the Contractor's insurance because of deductibles or self-insurance retentions; or,
- (c) The Contractor will provide the **CONTRACTING ENTITY's** protection liability coverage with the **CONTRACTING ENTITY** each as the named insureds, for the commercial general liability coverage requirement, in a combined single-limit bodily injury and property damage in the cumulative amount of the maximum liability exposure of the **CONTRACTING ENTITY** as set forth in the Governmental Tort Claims Act and any addition or amendments thereto.

Self-insured Retentions. Self-insured retentions will not be accepted unless accompanied by a bond (financial guarantee bond) or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration and defense expenses not otherwise covered by the **SERVICES PROVIDER/SERVICES PROVIDER's** self-insured retention.

The insurance coverage and limits required of the **SERVICES PROVIDER** under this contract are designed to meet the minimum requirements of the **RTA** and its participating trusts. Such coverage and limits are not designed as a recommended insurance program for the **SERVICES PROVIDER**. The **SERVICES PROVIDER** alone shall be responsible for the sufficiency of its own insurance program. Should the **SERVICES PROVIDER** have any question concerning its exposures to loss under this contract or the possible insurance coverage needed therefore, the **SERVICES PROVIDER** should seek professional assistance.

Occurrence/Claims-made. All policies, except Professional Liability Insurance, shall be in the form of an occurrence insurance coverage or policy. If any insurance is written in a claims-made form, the **SERVICES PROVIDER** shall also provide tail coverage that extends a minimum of two year from the expiration of this contract.

**Certificates.** The insurance coverage and limits required must be evidenced by properly executed certificates of insurance on forms approved by the Oklahoma Insurance Commissioner. Copies of these certificates have been provided to the **RTA** Contracting Officer prior to execution of this contract and are attached hereto. The certificates must be signed by the authorized representative of the insurance company(s) shown in the certificates. The **SERVICES PROVIDER** must attach a copy of the power of attorney evidencing the authority of the authorized representative to execute the certificate of insurance. The certificate must include the **Project or Contract number** and **Project or Contract description or name**. There may be no termination, non-renewal, reduction in coverage, or modification of such insurance coverage.

The **SERVICES PROVIDER** authorizes the **RTA** and its participating trusts to confirm all information so furnished as to the **SERVICES PROVIDER's** compliance with its bonds and insurance requirements with the **SERVICES PROVIDER's** insurance agents, brokers, surety and insurance carriers. The lapse of any insurance policy or coverage required by this contract is a breach of this contract for which the **SERVICES PROVIDER** shall repay and reimburse all payment made under the contract and such other damages, losses, and costs incurred by the **RTA** and its participating trusts. The **RTA** and its participating trusts may at their option suspend this contract until there is full compliance with this paragraph, and/or may suspend payment under this contract, and/or may cancel or terminate this contract and seek damages for the breach of this contract. The remedies in this paragraph shall not be deemed to waive or release any remedy available to The **RTA** and its participating trusts. The **RTA** and its participating trusts expressly reserve the right to pursue and enforce any other cause or remedy in equity or at law.

In the event of a reduction in any aggregate limit, the **SERVICES PROVIDER** shall immediately notify the **RTA** and its participating trusts and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the **RTA** and its participating trusts request a written statement from the insurance company(s) as to any impairments to or reduction of the aggregate limit, the **SERVICES PROVIDER** hereby agrees to promptly authorize and have delivered to the **RTA** and its participating trusts such statement.

All insurance coverage required under this Contract shall be maintained in full force and effect until completion and formal acceptance of the Project by the **RTA** and its participating trusts. If the **SERVICES PROVIDER** is providing claims-made insurance coverage, such coverage must be maintained in full force and effect for a period of two (2) years after the final, formal acceptance of this Project by the **RTA** and its participating trusts.

**Duration of Coverage.** All insurance coverage required under this contract shall be maintained in full force and effect until completion and formal acceptance of the Project by the **CONTRACTING ENTITY** and its participating trusts. For **CONSULTANT/SERVICES PROVIDERS** providing claims-made insurance coverage, such coverage must be maintained in full force and effect for a period of two (2) years after the final, formal acceptance of this Project by the **CONTRACTING ENTITY** and its participating trusts.

The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation or termination of this contract.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/19/2019

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> IMA Select LLC 8200 E 32nd Street North Wichita KS 67226	<b>CONTACT NAME:</b> Michele Womack <b>PHONE (A/C, No, Ext):</b> 316-252-1279 <b>E-MAIL ADDRESS:</b> michele.womack@imacorp.com <b>FAX (A/C, No):</b> 316-266-6254														
<b>INSURED</b> Allen, Gibbs & Houlik, LC 301 N Main, Ste 1700, 090, 500 Wichita, KS 67202	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Travelers Casualty and Surety Co of America</td><td>31194</td></tr><tr><td>INSURER B: ACE Property &amp; Casualty Insurance Co.</td><td>20699</td></tr><tr><td>INSURER C: Chubb National Insurance Company</td><td>10052</td></tr><tr><td>INSURER D: Great Northern Insurance Company</td><td>20303</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Casualty and Surety Co of America	31194	INSURER B: ACE Property & Casualty Insurance Co.	20699	INSURER C: Chubb National Insurance Company	10052	INSURER D: Great Northern Insurance Company	20303	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Travelers Casualty and Surety Co of America	31194														
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INSURER C: Chubb National Insurance Company	10052														
INSURER D: Great Northern Insurance Company	20303														
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** 1603848046**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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			D94390680	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73605747	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UMBD94391027	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<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 Y / N <input type="checkbox"/> N / A			71770602	10/1/2019	10/1/2020	<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	Employee Theft of Client Property			105660639	8/5/2019	8/5/2020	Aggregate Retention 1,000,000 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**Allen, Gibbs & Houlik LC  
301 N Main, Suite 1700  
Wichita KS 67202  
USA

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

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# **REGIONAL TRANSPORTATION AUTHORITY**

The Regional Transportation Authority  
of Central Oklahoma

## ***Board of Directors***

Brad Henry, Chairman - Oklahoma City

Marion Hutchinson, Vice Chairman - Norman

Mary Mèlon, Secretary – Oklahoma City

James Boggs, Treasurer - Edmond

Donald Vick - Del City

Aaron Budd - Midwest City

Steve Eddy - Moore

## ***Management***

Jason Ferbrache, Interim Executive Director

Monthly Financial Report for Month Ended July 31, 2020

Prepared by The Oklahoma City Finance Department, Accounting Services Division  
Angela Pierce CPA , Assistant Finance Director / Controller



The City of  
OKLAHOMA CITY  
DEPARTMENT OF FINANCE

To: The Board of Directors  
Regional Transportation Authority of Central Oklahoma

From: Accounting Services Division

Date: September 11, 2020

Subject: Regional Transportation Authority of Central Oklahoma for the  
Month Ended July 31, 2020 and 2019.

The financial statements presented in this report include a cash status report, balance sheet, statement of revenues and expenditures and statement of local funding.

The financial statements and schedules are preliminary and may change. Any changes will be reflected in the annual audited financial statements. Receivables have been based on an estimate from previous month's data.

The financial statements and schedules are unaudited and are prepared by the City Finance Department, Accounting Services Division. The undersigned are prepared to answer any questions that you may have pertaining to the financial statements and schedules.

Respectfully submitted:

*Ronda K Shelton*

---

Ronda K. Shelton MS, MBA  
City of Oklahoma City  
Municipal Accountant III

*Amy M Lucas*

---

Amy M. Lucas MBA  
City of Oklahoma City  
Accounting Manager

A handwritten signature in black ink, appearing to read "Angela Pierce".

---

Angela Pierce, CPA  
City of Oklahoma City  
Assistant Finance Director / Controller

**CASH STATUS REPORT**  
**For the Month Ended July 31, 2020**  
**(unaudited) (preliminary)**

**REGIONAL TRANSPORTATION AUTHORITY**  
**OF CENTRAL OKLAHOMA**

	<b>OPERATING ACCOUNT</b>	<b>INVESTMENT SWEEP (1)</b>	<b>TOTAL</b>
Beginning Balance <i>July 1, 2020</i>			
Cash on Deposit	\$1,131,979	\$-	\$1,131,979
Cash Receipts			
Total Cash Receipts	-	-	-
Cash Disbursements			
Consultant	43,855	-	43,855
Total Cash Disbursements	43,855	-	43,855
Ending Balance <i>July 31, 2020</i>			
Cash on Deposit	\$1,088,124	\$-	\$1,088,124

(1) As of March 2020, there is no longer a daily sweep from the operating account to the investment account at the close of the business day and a corresponding sweep back to the operating account at the beginning of the next business day.

**BALANCE SHEET**  
**July 31,**  
**(unaudited) (preliminary)**

**REGIONAL TRANSPORTATION AUTHORITY**  
**OF CENTRAL OKLAHOMA**

	<u>2020</u>	<u>2019</u>	<u>Current Year % Change</u>
<b><u>ASSETS</u></b>			
<b><u>Current Assets:</u></b>			
Cash & Cash Equivalents:			
Chase Operating Account	\$1,088,124	\$1,396,772	-22%
Total Cash & Cash Equivalents	<u>1,088,124</u>	<u>1,396,772</u>	<u>-22%</u>
Total Current Assets	<u>1,088,124</u>	<u>1,396,772</u>	<u>-22%</u>
Total Assets	<u><u>1,088,124</u></u>	<u><u>1,396,772</u></u>	<u><u>-22%</u></u>
<b><u>LIABILITIES</u></b>			
<b><u>Short-term Liabilities:</u></b>			
Deferred Revenue			
Unearned Revenue	1,088,124	1,396,772	-22%
Total Deferred Revenue	<u>1,088,124</u>	<u>1,396,772</u>	<u>-22%</u>
Total Short-term Liabilities	<u>1,088,124</u>	<u>1,396,772</u>	<u>-22%</u>
Total Liabilities	<u>1,088,124</u>	<u>1,396,772</u>	<u>-22%</u>
Total Liabilities and Net Assets	<u><u>\$1,088,124</u></u>	<u><u>\$1,396,772</u></u>	<u><u>-22%</u></u>

**STATEMENT OF REVENUES AND EXPENDITURES**  
**For the One Month ended July 31,**  
**(unaudited) (preliminary)**

**REGIONAL TRANSPORTATION AUTHORITY**  
**OF CENTRAL OKLAHOMA**

	July 2020 Current	July 2020 Year to Date	July 2019 Current	July 2019 Year to Date
<b><u>REVENUE</u></b>				
Beneficiary Donations:				
Del City	\$1,036	\$1,036	\$96	\$96
Edmond	3,953	3,953	364	364
Midwest City	2,640	2,640	243	243
Moore	2,675	2,675	247	247
Norman	5,387	5,387	497	497
Oklahoma City	28,164	28,164	2,596	2,596
Total Revenue	<u>43,855</u>	<u>43,855</u>	<u>4,043</u>	<u>4,043</u>
<b><u>EXPENDITURES</u></b>				
Administrative Services	-	-	1,547	1,547
Consultant Fees	43,855	43,855	-	-
Insurance	-	-	2,496	2,496
Total Expenditures	<u>43,855</u>	<u>43,855</u>	<u>4,043</u>	<u>4,043</u>
Net Revenue over Expenditures	<u>\$-</u>	<u>\$-</u>	<u>\$-</u>	<u>\$-</u>

**STATEMENT OF LOCAL FUNDING**  
**For the One Month ended July 31,**  
**(unaudited) (preliminary)**

**REGIONAL TRANSPORTATION AUTHORITY**  
**OF CENTRAL OKLAHOMA**

<b>LOCAL SPLIT</b>	<b>Population</b>	<b>% Population</b>	<b>Local Share Contributed</b>	<b>Spent</b>	<b>Funds Remaining</b>
Del City	21,332	2.3621%	\$49,580	\$23,878	\$25,702
Edmond	81,405	9.0138%	189,200	91,118	98,082
Midwest City	54,371	6.0204%	126,368	60,859	65,509
Moore	55,081	6.0990%	128,018	61,653	66,365
Norman	110,925	12.2825%	257,810	124,161	133,649
Oklahoma City	579,999	64.2222%	1,348,024	649,207	698,817
Total Revenue	903,113	100.0000%	\$2,099,000	\$1,010,876	\$1,088,124

**After July, 2020 Claims Paid in August:**

<b>LOCAL SPLIT</b>	<b>Population</b>	<b>% Population</b>	<b>Local Share Contributed</b>	<b>Spent</b>	<b>Funds Remaining</b>
Del City	21,332	2.3621%	\$49,580	\$24,320	\$25,260
Edmond	81,405	9.0138%	189,200	92,806	96,394
Midwest City	54,371	6.0204%	126,368	61,986	64,382
Moore	55,081	6.0990%	128,018	62,795	65,223
Norman	110,925	12.2825%	257,810	126,460	131,350
Oklahoma City	579,999	64.2222%	1,348,024	661,228	686,796
Total Revenue	903,113	100.0000%	\$2,099,000	\$1,029,595	\$1,069,405

## Regional Transportation Authority of Central Oklahoma Payment Claims

Period: 7/01/2020 to 7/31/2020					
Date	Vendor	Description	Invoice No.	Cost	Total
8/3/2020	Holmes & Associates LLC	Consultant Fees - Labor	820	\$ 20,046.25	
		Cost Reimbursement RTA	820	<u>\$ 1,512.11</u>	
					\$ 21,558.36
Total Claims					<u>\$ 21,558.36</u>

**RATIFIED and APPROVED** by the Treasurer and Chairman of the Regional Transportation Authority of Central Oklahoma, this **16th** day of **September, 2020**.

**TREASURER:**

**REGIONAL TRANSPORTATION AUTHORITY**

\_\_\_\_\_  
James P. Boggs

\_\_\_\_\_  
Brad Henry, Chairman

**ATTEST:**

\_\_\_\_\_  
Mary Mélon, Secretary





# HOLMES & ASSOCIATES LLC

Holmes & Associates LLC  
P.O. Box 526057  
Salt Lake City, UT 84152  
Phone: 801.410.4449  
E-Mail: kathryn@holmesassociatesllc.com

## Invoice #0820

August 3, 2020

EIN: 82-1144150  
Supplier ID: 231866

### Client

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

Date	Bill	Description	Hours/Qty	Rate	Amount
7/01/2020	KAH	RTA - TIME: Total time billed by K Holmes for the period 7/01/2020 to 7/31/2020	50.75	395.00	\$20,046.25
7/31/2020	KAH	RTA - COSTS: Total costs incurred by KAH			\$1,512.11

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

**Invoice Balance Due**

**\$21,558.36**

# **REGIONAL TRANSPORTATION AUTHORITY**

The Regional Transportation Authority  
of Central Oklahoma

## ***Board of Directors***

Brad Henry, Chairman - Oklahoma City

Marion Hutchinson, Vice Chairman - Norman

Mary Mèlon, Secretary – Oklahoma City

James Boggs, Treasurer - Edmond

Donald Vick - Del City

Aaron Budd - Midwest City

Steve Eddy - Moore

## ***Management***

Jason Ferbrache, Interim Executive Director

Monthly Financial Report for Month Ended August 31, 2020

Prepared by The Oklahoma City Finance Department, Accounting Services Division  
Angela Pierce CPA , Assistant Finance Director / Controller



The City of  
OKLAHOMA CITY  
DEPARTMENT OF FINANCE

To: The Board of Directors  
Regional Transportation Authority of Central Oklahoma

From: Accounting Services Division

Date: September 11, 2020

Subject: Regional Transportation Authority of Central Oklahoma for the  
Month Ended August 31, 2020 and 2019.

The financial statements presented in this report include a cash status report, balance sheet, statement of revenues and expenditures and statement of local funding.

The financial statements and schedules are preliminary and may change. Any changes will be reflected in the annual audited financial statements. Receivables have been based on an estimate from previous month's data.

The financial statements and schedules are unaudited and are prepared by the City Finance Department, Accounting Services Division. The undersigned are prepared to answer any questions that you may have pertaining to the financial statements and schedules.

Respectfully submitted:

*Ronda K Shelton*

---

Ronda K. Shelton MS, MBA  
City of Oklahoma City  
Municipal Accountant III

*Amy M Lucas*

---

Amy M. Lucas MBA  
City of Oklahoma City  
Accounting Manager

A handwritten signature in black ink, appearing to read "Angela Pierce".

---

Angela Pierce, CPA  
City of Oklahoma City  
Assistant Finance Director / Controller

**CASH STATUS REPORT**  
**For the Month Ended August 31, 2020**  
**(unaudited) (preliminary)**

**REGIONAL TRANSPORTATION AUTHORITY**  
**OF CENTRAL OKLAHOMA**

	<b>OPERATING ACCOUNT</b>	<b>INVESTMENT SWEEP (1)</b>	<b>TOTAL</b>
Beginning Balance <i>August 1, 2020</i>			
Cash on Deposit	\$1,088,124	\$-	\$1,088,124
Cash Receipts			
Total Cash Receipts	-	-	-
Cash Disbursements			
Consultant	21,559	-	21,559
Total Cash Disbursements	21,559	-	21,559
Ending Balance <i>August 31, 2020</i>			
Cash on Deposit	\$1,066,565	\$-	\$1,066,565

(1) As of March 2020, there is no longer a daily sweep from the operating account to the investment account at the close of the business day and a corresponding sweep back to the operating account at the beginning of the next business day.

**BALANCE SHEET**  
**August 31,**  
**(unaudited) (preliminary)**

**REGIONAL TRANSPORTATION AUTHORITY**  
**OF CENTRAL OKLAHOMA**

	<u>2020</u>	<u>2019</u>	<u>Current Year % Change</u>
<b><u>ASSETS</u></b>			
<b><u>Current Assets:</u></b>			
Cash & Cash Equivalents:			
Chase Operating Account	\$1,066,565	\$1,373,926	-22%
Total Cash & Cash Equivalents	<u>1,066,565</u>	<u>1,373,926</u>	<u>-22%</u>
Total Current Assets	<u>1,066,565</u>	<u>1,373,926</u>	<u>-22%</u>
Total Assets	<u><u>1,066,565</u></u>	<u><u>1,373,926</u></u>	<u><u>-22%</u></u>
<b><u>LIABILITIES</u></b>			
<b><u>Short-term Liabilities:</u></b>			
Deferred Revenue			
Unearned Revenue	1,066,565	1,373,926	-22%
Total Deferred Revenue	<u>1,066,565</u>	<u>1,373,926</u>	<u>-22%</u>
Total Short-term Liabilities	<u>1,066,565</u>	<u>1,373,926</u>	<u>-22%</u>
Total Liabilities	<u>1,066,565</u>	<u>1,373,926</u>	<u>-22%</u>
Total Liabilities and Net Assets	<u><u>\$1,066,565</u></u>	<u><u>\$1,373,926</u></u>	<u><u>-22%</u></u>

**STATEMENT OF REVENUES AND EXPENDITURES**  
**For the One Month and Two Months ended August 31,**  
**(unaudited) (preliminary)**

**REGIONAL TRANSPORTATION AUTHORITY**  
**OF CENTRAL OKLAHOMA**

	<b>August 2020 Current</b>	<b>August 2020 Year to Date</b>	<b>August 2019 Current</b>	<b>August 2019 Year to Date</b>
<b><u>REVENUE</u></b>				
Beneficiary Donations:				
Del City	\$509	\$1,545	\$444	\$540
Edmond	1,944	5,897	1,695	2,059
Midwest City	1,298	3,938	1,132	1,376
Moore	1,315	3,990	1,147	1,393
Norman	2,648	8,035	2,309	2,806
Oklahoma City	13,845	42,010	12,076	14,673
Total Revenue	<u>21,559</u>	<u>65,415</u>	<u>18,803</u>	<u>22,847</u>
<b><u>EXPENDITURES</u></b>				
Administrative Services	-	-	307	1,854
Consultant Fees	21,559	65,415	18,496	18,496
Insurance	-	-	-	2,497
Total Expenditures	<u>21,559</u>	<u>65,415</u>	<u>18,803</u>	<u>22,847</u>
Net Revenue over Expenditures	<u>\$-</u>	<u>\$-</u>	<u>\$-</u>	<u>\$-</u>

**STATEMENT OF LOCAL FUNDING**  
**For the One Month and Two Months ended August 31,**  
**(unaudited) (preliminary)**

**REGIONAL TRANSPORTATION AUTHORITY**  
**OF CENTRAL OKLAHOMA**

<b>LOCAL SPLIT</b>	<b>Population</b>	<b>% Population</b>	<b>Local Share Contributed</b>	<b>Spent</b>	<b>Funds Remaining</b>
Del City	21,332	2.3621%	\$49,580	\$24,387	\$25,193
Edmond	81,405	9.0138%	189,200	93,062	96,138
Midwest City	54,371	6.0204%	126,368	62,157	64,211
Moore	55,081	6.0990%	128,018	62,968	65,050
Norman	110,925	12.2825%	257,810	126,809	131,001
Oklahoma City	579,999	64.2222%	1,348,024	663,052	684,972
Total Revenue	903,113	100.0000%	\$2,099,000	\$1,032,435	\$1,066,565

**After August, 2020 Claims Paid in September:**

<b>LOCAL SPLIT</b>	<b>Population</b>	<b>% Population</b>	<b>Local Share Contributed</b>	<b>Spent</b>	<b>Funds Remaining</b>
Del City	21,332	2.3621%	\$49,580	\$24,917	\$24,663
Edmond	81,405	9.0138%	189,200	95,083	94,117
Midwest City	54,371	6.0204%	126,368	63,507	62,861
Moore	55,081	6.0990%	128,018	64,336	63,682
Norman	110,925	12.2825%	257,810	129,563	128,247
Oklahoma City	579,999	64.2222%	1,348,024	677,453	670,571
Total Revenue	903,113	100.0000%	\$2,099,000	\$1,054,859	\$1,044,141

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

Period: 8/01/2020 to 8/31/2020					
Date	Vendor	Description	Invoice No.	Cost	Total
9/2/2020	Holmes & Associates LLC	Consultant Fees - Labor	920	\$ 19,157.50	
		Cost Reimbursement RTA	920	\$ 1,210.51	
					\$ 20,368.01
9/1/2020	COTPA	Admin Services	2020-100	\$ 4,576.00	
		Legal Advertisements	744775717	\$ 318.46	
					\$ 4,894.46
<b>Total Claims</b>					<b>\$ 25,262.47</b>

**APPROVED** by the Treasurer and Chairman of the Regional Transportation Authority of Central Oklahoma, this **16th** day of **September, 2020**.

**TREASURER:**

**REGIONAL TRANSPORTATION AUTHORITY**

\_\_\_\_\_  
James P. Boggs

\_\_\_\_\_  
Brad Henry, Chairman

**ATTEST:**

\_\_\_\_\_  
Mary Mélon, Secretary





# HOLMES & ASSOCIATES LLC

Holmes & Associates LLC  
P.O. Box 526057  
Salt Lake City, UT 84152  
Phone: 801.410.4449  
E-Mail: kathryn@holmesassociatesllc.com

## Invoice #0920

September 1, 2020

EIN: 82-1144150  
Supplier ID: 231866

### 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
8/01/2020	KAH	RTA - TIME: Total time billed by K Holmes for the period 8/01/2020 to 8/31/2020	48/5	395.00	\$19,157.50
8/31/2020	KAH	RTA - COSTS: Total costs incurred by KAH			\$1,210.51

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

**Invoice Balance Due** \$20,368.01



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** Phone:

**Invoice #: 2020-100**

Address: 2000 S May Avenue  
Oklahoma City, OK 73108 Email:

Invoice Date: 9/1/2020

**Invoice For:** *Administrative Services*

Item #	Description	Qty	Unit Price	Discount	Price
1	Admin Services Fee - July 2020 (Local Match)	1	\$2,288.00		\$2,288.00
1	Admin Services Fee - August 2020 (Local Match)	1	\$2,288.00		\$2,288.00
1	Legal Ad - RFP Alternative Analysis Update	1	\$175.28		\$175.28
1	Legal Ad - RFP External Audit Serv	1	\$143.18		\$143.18
<b>NOTES: RTA PO # 2021-001</b>				Invoice Subtotal	<b>\$4,894.46</b>
				Tax Rate	
				Sales Tax	<b>\$0.00</b>
				Other	
				Deposit Received	
Make all checks payable to EMBARK				<b>TOTAL</b>	<b>\$4,894.46</b>