



BOARD OF DIRECTORS MEETING AGENDA

REGULAR MEETING **WEDNESDAY, AUGUST 20, 2025** **2:30 P.M.**

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

DIRECTORS:

| | |
|-----------------------|------------------------------------|
| City of Edmond | Dr. David Chapman |
| City of Edmond | DeShawn Heusel |
| City of Norman | Marion Hutchison, Vice Chairperson |
| City of Norman | Chuck Thompson |
| City of Oklahoma City | Brad Henry, Chairperson |
| City of Oklahoma City | Vacant |
| City of Oklahoma City | Aaron Curry, Treasurer |

Regional Transportation Authority of Central Oklahoma

MEETING INFORMATION

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

It is the policy of RTA to ensure communication with participants and members of the public with disabilities is as effective as communications with others. Anyone with a disability who requires accommodation, modifications of policies or procedures or auxiliary aid or services to participate in this meeting should call (405) 297-1025 at least 48 hours in advance (excluding weekends or holidays). The department will give primary consideration to the choice of auxiliary aid or service requested by the individual with disability. If you need an alternate format of the agenda or any information provided at this meeting, please call (405) 297-1025 at least 48 hours before the meeting.

Public Parking

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

Addressing RTA

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

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



Regional Transportation Authority
of Central Oklahoma

BOARD OF DIRECTORS MEETING AGENDA

RTA Actions

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

To confirm meeting dates or for more information about the RTA, call (405) 297-1025; or visit the website at www.rtaok.org

August 20, 2025
2:30 p.m.
431 W. MAIN STREET, SUITE B, OKLAHOMA CITY, OK
REGULAR MEETING

1. Call to Order – Brad Henry, RTA Board Chairperson
2. Introduction of DeShawn Heusel, Newly Appointed RTA Director
3. Roll Call – Brad Henry, RTA Board Chairperson
4. Officer Elections for Chairperson, Vice Chairperson and Secretary for the Regional Transportation Authority of Central Oklahoma
5. Consider Approval of Minutes
 - A. July 16, 2025 Regional Transportation Authority Regular Meeting
6. Executive Director Reports – Jason Ferbrache, Interim Executive Director
7. Owner’s Representative Report – Kathryn Holmes, Holmes & Associates LLC
8. Receive Financial Reports and Ratify and Approve Claims
 - A. Period of July 1, 2025 through July 31, 2025
9. Consider approving Renewal No. 1 and Amendment No. 2 to the Professional Services Agreement with Allen, Gibbs & Houlik, L.C for independent auditing services.
10. Consider approving the Regional Transportation Authority of Central Oklahoma Investment Policy.
11. Consider receiving Financial Capacity, Technical Capacity and Legal Capacity reports as part of the Regional Transportation Authority of Central Oklahoma’s Federal Transit Administration Direct Recipient application.
12. Enter into Executive Session on advice of the Municipal Counselor to discuss the purchase or appraisal of real property and to confer on matters pertaining to economic development including the transfer of property, as public disclosure of the matter discussed would interfere with the development of products or services regarding the Board’s strategy and approach for the acquisition of certain real property from BNSF for the commuter rail operation, as authorized by 25 O.S. (2021 Supp.) §§ 307 (B) (3) and (C) (11).
13. Public Comments – Brad Henry, RTA Board Chairperson



BOARD OF DIRECTORS MEETING AGENDA

14. New Business – Brad Henry, RTA Board Chairperson

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

15. Adjournment



Regional Transportation Authority
of Central Oklahoma

BOARD OF DIRECTORS MEETING MINUTES

The regular meeting of the Regional Transportation Authority (RTA) was convened at 2:40 p.m. on Wednesday July 16, 2025, at 431 W. Main Street. This meeting was held as indicated by advanced notice filed with the Oklahoma County Clerk on July 11, 2025 at 2:49 p.m.

RTA Board of Directors Present

Brad Henry, Chairperson
Dr. David Chapman
Chuck Thompson, Director
Vacant
Aaron Curry, Director
Vacant

Entity

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

RTA Board of Directors Absent

Marion Hutchison, Vice Chairperson

City of Norman

Administrative Support Staff Present

Jason Ferbrache, Interim Executive Director
Suzanne Wickenkamp, Director of Strategic Initiatives
Jonathan Garcia, Legal Counsel

Guests Present

Kyler Smith, ADG
Krystal Harris, STV, Inc.
Sue Korpi, OKC Finance
Taylor Wilson, COE Resident
Jonathan Heusel, Parkhill
Tahirih Johnson, ODC/CAP
William Ginn, ODC/CAP
John Michael Williams, Attorney

Steve Harris, Huitt-Zollar
Hannah Nolen, City of Edmond
Kimi Diedrich, HNTB
Sophia Smith, HNTB
Max Harris, OKC Planning
Sasha McCrone, OKC Planning
Jason Huff, City of Norman

Consultants Present

Kathryn Holmes, Holmes & Assoc.

July 16, 2025
2:30 p.m.
431 W. MAIN STREET, SUITE B, OKLAHOMA CITY, OK
REGULAR MEETING

1. Call to Order – 2:40 p.m.

Chairperson Henry called the meeting to order at 2:40 p.m.

2. Introduction of David Chapman, Newly Appointed RTA Director

Director Chapman stated that he is very excited to be part of the board.

3. Roll Call – Brad Henry, RTA Board Chairperson

QUORUM PRESENT: Chapman, Thompson, Henry, and Curry. ABSENT: Hutchison.

4. Elect a Treasurer for the Regional Transportation Authority of Central Oklahoma

Chairperson Henry moved to appoint Director Curry as the Treasurer for the Regional Transportation Authority of Central Oklahoma.

APPROVED: Moved by Henry, seconded by Thompson. AYES: Chapman, Thompson, Henry, and Curry. NAYS: None.

5. Consider Approval of Minutes

- A. June 18, 2025 Regional Transportation Authority Regular Meeting

APPROVED: Moved by Thompson, seconded by Curry. AYES: Chapman, Thompson, Henry, and Curry. NAYS: None.

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

Interim Executive Director Ferbrache stated that support staff and outside vendors have been working on Accounts Payable Policies, Cash Management/Investment Policies, Grant Management Policies, Payroll Policies and Budget Policies. These policies are tied to Item No. 9 on today's agenda. The other item that Kathryn Holmes and I have been working on is the upcoming meeting with BNSF tomorrow.

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

Kathryn Holmes, Owner's Representative, stated that she wanted to recognize Jacobs and the work that they have done on the direct recipient application. Tomorrow's meeting with BNSF is an important meeting and we will report back to the Board what came from that meeting.

8. Receive Financial Reports and Ratify and Approve Claims

A. Period of June 1, 2025 through June 30, 2025

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

9. Consider Adopting a resolution authorizing the Interim Executive Director to file an application with the Federal Transit Administration to become a direct recipient of federal assistance on behalf of the Regional Transportation Authority of Central Oklahoma authorized by 49 U.S.C. Chapter 53, title 23, United States Code.

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

10. Consider adopting a resolution authorizing travel for Interim Executive Director Ferbrache to travel to Ft Worth, Texas to attend a meeting with Burlington Northern Santa Fe Rail Road, estimated costs not to exceed \$350.

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

Chairperson Henry asked that Item Nos. 12 and 13 be taken before Item No. 11 Executive Session, to allow for public comments and any new business prior to entering into Executive Session.

11. Enter into Executive Session on advice of the Municipal Counselor to discuss the purchase or appraisal of real property and to confer on matters pertaining to economic development including the transfer of property, as public disclosure of the matter discussed would interfere with the development of products or services regarding the Board's strategy and approach for the acquisition of certain real property from BNSF for the commuter rail operation, as authorized by 25 O.S. (2021 Supp.) §§ 307 (B) (3) and (C) (11).

Chairperson Henry asked for a motion to enter into Executive Session.

APPROVED ENTER EXECUTIVE SESSION: Moved by Curry, seconded by Thompson. AYES: Chapman, Thompson, Henry, and Curry. NAYS: None.

Entered into Executive Session at 3:04 p.m.

Returned from Executive Session at 3:57 p.m.

12. Public Comments

Taylor Wilson, City of Edmond resident, asked the Board to look at how autonomous vehicles fit into the strategic plan of the RTA.

Interim Executive Director Ferbrache stated that the Long-Range Transportation Plan (LRTP) does not currently include autonomous vehicles, but that doesn't mean they haven't been accounted for in other regional planning studies. This is a great question for the RTA's consultants to see how they would incorporate that into the LRTP.

13. New Business – Brad Henry, RTA Board Chairperson

Chairperson Henry reminded the Directors that at last month's meeting the Municipal Counselor stated that the Board needs to vote to approve a Secretary Pro Tem for every meeting until a permanent Secretary is appointed. Last month's meeting the Board voted that Interim Executive Director Ferbrache would be the Secretary Pro Tem, however, there is an item on today's agenda that would be a conflict of interest if Interim Executive Director Ferbrache as the Secretary Pro Tem signed (Item No. 10). The Board would need to vote to approve a Secretary Pro Tem for today's meeting.

Chairperson Henry moved that Director Thompson be selected as today's Secretary Pro Tem.

APPROVED: Moved by Henry, seconded by Chapman. AYES: Chapman, Thompson, Henry, and Curry. NAYS: None.

14. Adjournment – 3:58 p.m.

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

APPROVED by the Directors and **SIGNED** by the Chairperson of the Regional Transportation Authority of Central Oklahoma, this 20th day of August 2025.

ATTEST:

Secretary



REGIONAL TRANSPORTATION
AUTHORITY OF CENTRAL
OKLAHOMA

Brad Henry, Chairperson

Regional Transportation Authority of Central Oklahoma
FY2025 Year End Forecast

Presented August 20, 2025
Prepared by RTA Support Team (unaudited)

| OPERATIONS | | YTD Actuals | Est. Remaining | Total YE | FY26 | | |
|---|--|-------------|----------------|-------------|-------------|------------|------------|
| Sources | | Jul | Aug-Jun | Forecast | Budget | Variance | Variance % |
| Local Contributions | | \$225,620 | \$638,486 | \$864,106 | \$864,106 | \$0 | |
| Total Operations Revenues | | \$225,620 | \$638,486 | \$864,106 | \$864,106 | \$0 | 0% |
| Expenditures | | YTD Actuals | Est. Remaining | Total YE | FY26 | | |
| | | Jul | Aug-Jun | Forecast | Budget | Variance | Variance % |
| Contracts and Services | | | | | | | |
| Professional Services - COTPA Administration | | \$10,171 | \$111,879 | \$122,050 | \$122,050 | \$0 | |
| Professional Services - Holmes & Associates | | \$75,859 | \$624,141 | \$700,000 | \$700,000 | \$0 | |
| Professional Services - On-Call Engineering Consultant | | \$4,855 | \$95,145 | \$100,000 | \$100,000 | \$0 | |
| Professional Services - FTA Recipient Support | | \$0 | \$18,803 | \$18,803 | \$0 | -\$18,803 | |
| Transfer to Grant Activity for Local Grant Match ⁽¹⁾ | | \$0 | \$176,690 | \$176,690 | \$176,690 | \$0 | |
| BNSF Study Fee | | \$0 | \$50,000 | \$50,000 | \$50,000 | \$0 | |
| Professional Services-Legal | | \$0 | \$50,000 | \$50,000 | \$50,000 | \$0 | |
| Professional Service - Financial Planning Consultant | | \$0 | \$100,000 | \$100,000 | \$100,000 | \$0 | |
| Professional Service - Economic Advising Consultant | | \$0 | \$5,000 | \$5,000 | \$5,000 | \$0 | |
| Independent Financial Audit | | \$0 | \$10,185 | \$10,185 | \$10,185 | \$0 | |
| Website Hosting Fee | | \$0 | \$2,500 | \$2,500 | \$2,500 | \$0 | |
| Branding | | \$0 | \$350,000 | \$350,000 | \$350,000 | \$0 | |
| Conference/Training | | \$0 | \$7,850 | \$7,850 | \$7,850 | \$0 | |
| Directors & Officer Liability Insurance | | \$0 | \$3,500 | \$3,500 | \$3,500 | \$0 | |
| Advertising/Public Notice | | \$0 | \$1,000 | \$1,000 | \$1,000 | \$0 | |
| Printing & Binding | | \$0 | \$500 | \$500 | \$500 | \$0 | |
| Postage | | \$0 | \$100 | \$100 | \$100 | \$0 | |
| Mileage | | \$0 | \$500 | \$500 | \$500 | \$0 | |
| Parking | | \$0 | \$250 | \$250 | \$250 | \$0 | |
| Travel | | \$0 | \$50,000 | \$50,000 | \$50,000 | \$0 | |
| Market Research Services | | \$0 | \$106,750 | \$106,750 | \$0 | -\$106,750 | |
| CIG Implementation Advisor | | \$0 | \$80,000 | \$80,000 | \$80,000 | \$0 | |
| Other Services & Fees | | \$0 | \$300 | \$300 | \$300 | \$0 | |
| Total Contracts and Services | | \$90,885 | \$1,845,093 | \$1,935,978 | \$1,810,425 | -\$125,553 | -7% |
| Equipment and Supplies | | | | | | | |
| Office Supplies | | \$0 | \$320 | \$320 | \$320 | \$0 | |
| Food | | \$0 | \$1,000 | \$1,000 | \$1,000 | \$0 | |
| Other Supplies | | \$0 | \$200 | \$200 | \$200 | \$0 | |
| Total Equipment and Supplies | | \$0 | \$1,520 | \$1,520 | \$1,520 | \$0 | 0% |
| Total Operations Expenditures | | \$90,885 | \$1,846,613 | \$1,937,498 | \$1,811,945 | -\$125,553 | -7% |

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

| GRANT ACTIVITY | | YTD Actuals | Est. Remaining | Total YE | FY26 | | |
|---|--|-------------|----------------|-----------|-----------|----------|------------|
| Sources | | Jul | Aug-Jun | Forecast | Budget | Variance | Variance % |
| Federal Grant ⁽²⁾ | | \$0 | \$282,704 | \$282,704 | \$282,704 | \$0 | |
| Transfer from Operations for Local Grant Match ⁽³⁾ | | \$0 | \$176,690 | \$176,690 | \$176,690 | \$0 | |
| Total Grant Revenues | | \$0 | \$459,394 | \$459,394 | \$459,394 | \$0 | 0% |
| Expenditures | | YTD Actuals | Est. Remaining | Total YE | FY26 | | |
| Contracts and Services | | Jul | Aug-Jun | Forecast | Budget | Variance | Variance % |
| Professional Services - RAISE Grant Consultant Fees | | \$ - | \$459,394 | \$459,394 | \$459,394 | \$0 | |
| Total Grant Expenditures | | \$0 | \$459,394 | \$459,394 | \$459,394 | \$0 | 0% |

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

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

| | |
|-------------------------------------|-------------|
| FY26 Beginning Cash Balance | \$1,842,389 |
| FY26 Ending Cash Balance (Forecast) | \$768,997 |

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

| Period: 5/01/2024 to 5/31/2024 | | | | | |
|--------------------------------|--------------------------------|---|-------------|--------------|----------------------|
| Date | Vendor | Description | Invoice No. | Cost | Total |
| 8/8/2025 | Holmes & Associates LLC | Consultant Fees - Labor | 825 | \$ 45,305.00 | |
| | | Cost Reimbursement RTA | 825 | \$ 1,825.66 | |
| | | Sub-Consultant Fees | 825 | \$ 3,850.00 | |
| | | | | | \$ 50,980.66 |
| 7/17/2025 | *Hampton Inn and Suites | Hotel for Jason Ferbrache | Pcard | \$ 297.15 | |
| | | | | | \$ 297.15 |
| 7/17/2025 | Jacobs Engineering Group, Inc. | <u>On-Call Engineering Services -Task Order No. 6</u> | | | |
| | | Professional Services | WFXS1106-08 | \$ 1,240.00 | |
| | | Professional Services | WFXS1106-09 | \$ 2,790.00 | |
| | | | | | \$ 4,030.00 |
| 7/17/2025 | Jason Ferbrache | Travel Reimbursement - Fort Worth | | \$ 52.85 | |
| | | | | | \$ 52.85 |
| 5/13/2025 | Jacobs Engineering Group, Inc. | Designated Recipient Work | D3975900-01 | \$ 6,815.00 | |
| | | Designated Recipient Work | D3975900-02 | \$ 3,607.50 | |
| | | | | | \$ 10,422.50 |
| 8/6/2025 | PCI Municipal Services | Parking Fees - July 2025 | 358914 | \$ 5.00 | |
| | | | | | \$ 5.00 |
| 8/11/2025 | Cardinal Infrastructure | Professional Services - July 2025 | 3337 | \$ 3,300.00 | |
| | | | | | \$ 3,300.00 |
| 7/24/2025 | AlphaVu | Transit Research | 2219 | \$ 14,250.00 | |
| | | | | | \$ 14,250.00 |
| 5/31/2025 | Affirm | Strategic Marketing, Planning & Management | INV-4207 | \$ 9,821.25 | |
| | | | | | \$ 9,821.25 |
| 8/1/2025 | COTPA | Admin Services Fee | 2026-102 | \$ 10,171.00 | |
| | | Reimbursement for Printing | 2026-102 | \$ 16.50 | |
| | | | | | \$ 10,187.50 |
| Total Claims | | | | | \$ 103,346.91 |

APPROVED by the Regional Transportation Authority of Central Oklahoma, and SIGNED by the Treasurer and Chairman on this 20th day of August, 2025.

TREASURER:

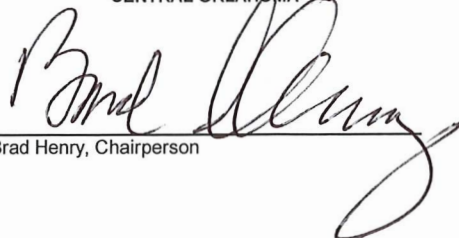

Treasurer

ATTEST:


Secretary



REGIONAL TRANSPORTATION AUTHORITY OF
CENTRAL OKLAHOMA


Brad Henry, Chairperson



HOLMES & ASSOCIATES LLC

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

Invoice #825

August 5, 2025

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

Client

RTA
2000 S. May
Oklahoma City, OK 73108
ATTN: Suzanne Wickenkamp
suzanne.wickenkamp@okc.gov
ATTN : Christina Hankins
christina.hankins@okc.gov

| Date | Billor | Description | Hours/Qty | Rate | Amount |
|--|--------|--|-----------|--------|-------------|
| 8/05/2025 | KAH | RTA - TIME: Time billed by KAH for the period 7/01/2025 to 7/30/2025 | 98.00 | 410.00 | \$40,180.00 |
| 8/05/2025 | KAH | RTA - TRAVEL TIME: Total time billed by KAH | 25.00 | 205.00 | \$5,125.00 |
| 8/05/2025 | KAH | RTA - COSTS: Total costs and expenses | | | \$1,825.66 |
| 8/05/2025 | DJM | DJM2 Consultancy Fee | 11.00 | 350.00 | \$3,850.00 |
| We appreciate your business. Please make checks payable to "Holmes & Associates LLC." Thank you. | | | | | |
| Invoice Balance Due | | | | | \$50,980.66 |



INVOICE NUMBER: WFXS1106-08

INVOICE DATE: 07/17/25

Bill To:
Regional Transportation Authority of Central Oklahoma
2000 S MAY AVENUE
OKLAHOMA CITY, OK 73108

Remit to:
JACOBS ENGINEERING GROUP, INC
C/O BANK OF AMERICA
P.O. Box 845422
Dallas, TX 75284-5422

Attention: Christina Hankins

Project Number: WFXS1106
PO Number: 2025-006
Project Description: Task Order No. 6
Project Manager: YOUNG, SCOTT
Terms: NET 30
Due Date: 08/16/25

Billing Period From: 05/24/25
To: 06/27/25

| Description: | | | Scheduled Value | Percent Complete | Amount Billable | Previous Billed | Current Amount Due |
|---|----|----|--------------------|---------------------|--------------------|--------------------|-----------------------|
| RTA 2023-001 On-Call Engineering Consulting Services – Task Order No. 6 | | | | | | | |
| Professional Services | TM | \$ | 14,450.00 | 55.67% | \$ 8,045.00 | \$ 6,805.00 | \$ 1,240.00 |
| Grand Total | | \$ | 14,450.00 | 55.67% | \$ 8,045.00 | \$ 6,805.00 | \$ 1,240.00 |

TOTAL AMOUNT DUE THIS INVOICE \$ 1,240.00

I have reviewed and approved all expenditures associated with this project. All Charges are valid charges to this project.

Status:
prep for 7/17 BNSF meeting



INVOICE NUMBER:

WFXS1106-09

INVOICE DATE:

08/06/25

Bill To:

Regional Transportation Authority of Central Oklahoma
2000 S MAY AVENUE
OKLAHOMA CITY, OK 73108

Attention: Christina Hankins

Remit to:

JACOBS ENGINEERING GROUP, INC
C/O BANK OF AMERICA
P.O. Box 845422
Dallas, TX 75284-5422

Project Number:

WFXS1106

PO Number:

2025-006

Project Description:

Task Order No. 6

Project Manager:

YOUNG, SCOTT

Terms:

NET 30

Due Date:

09/05/25

Billing Period From:

06/28/25

To:

07/25/25

| Description: | | | Scheduled Value | Percent Complete | | Amount Billable | | Previous Billed | | Current Amount Due |
|---|----|----|--------------------|---------------------|----|--------------------|----|--------------------|----|-----------------------|
| RTA 2023-001 On-Call Engineering Consulting Services – Task Order No. 6 | | | | | | | | | | |
| Professional Services | TM | \$ | 14,450.00 | 74.98% | \$ | 10,835.00 | \$ | 8,045.00 | \$ | 2,790.00 |
| Grand Total | | \$ | 14,450.00 | 74.98% | \$ | 10,835.00 | \$ | 8,045.00 | \$ | 2,790.00 |

TOTAL AMOUNT DUE THIS INVOICE

\$ 2,790.00

I have reviewed and approved all expenditures associated with this project. All Charges are valid charges to this project.

Status:

prep for 7/17 BNSF meeting

Please reference invoice # with all payments

Remit To: Jacobs Engineering Group c/o Bank of America P.O. Box 845422, Dallas, TX 75284-5422
ACH/ Wire Payments: Jacobs Engineering Group c/o Bank of America ABA # 111000012 Acct # 3750916030



INVOICE NUMBER: **D3975900-01**

INVOICE DATE: **05/13/25**

Bill To:
Regional Transportation Authority of Central Oklahoma
2000 S MAY AVENUE
OKLAHOMA CITY, OK 73108

Remit to:
JACOBS ENGINEERING GROUP, INC
C/O BANK OF AMERICA
P.O. Box 845422
Dallas, TX 75284-5422

Attention: Christina Hankins

Project Number: D3975900
PO Number: 2025-020
Project Description: Task Order No. 1
Project Manager: YOUNG, SCOTT
Terms: NET 30
Due Date: **06/12/25**

Billing Period From: **03/18/25**
To: **04/25/25**

| Description: | | | Scheduled Value | Percent Complete | Amount Billable | Previous Billed | Current Amount Due |
|---|----|-----------|--------------------|---------------------|--------------------|--------------------|-----------------------|
| PSA Supporting RTA becoming FTA Recipient – Task Order No. 1 | | | | | | | |
| Professional Services | TM | \$ | 18,802.50 | 36.25% | \$ 6,815.00 | \$ - | \$ 6,815.00 |
| Grand Total | | \$ | 18,802.50 | 36.25% | \$ 6,815.00 | \$ - | \$ 6,815.00 |
| TOTAL AMOUNT DUE THIS INVOICE | | | | | | | \$ 6,815.00 |

I have reviewed and approved all expenditures associated with this project. All Charges are valid charges to this project.

Status:
see attached progress report for detailed project status



INVOICE NUMBER: **D3975900-02**

INVOICE DATE: **06/06/25**

Bill To:
Regional Transportation Authority of Central Oklahoma
2000 S MAY AVENUE
OKLAHOMA CITY, OK 73108

Remit to:
JACOBS ENGINEERING GROUP, INC
C/O BANK OF AMERICA
P.O. Box 845422
Dallas, TX 75284-5422

Attention: Christina Hankins

Project Number: D3975900
PO Number: 2025-020
Project Description: Task Order No. 1
Project Manager: YOUNG, SCOTT
Terms: NET 30
Due Date: **07/06/25**

Billing Period From: **04/26/25**
To: **05/23/25**

| Description: | | | Scheduled Value | Percent Complete | | Amount Billable | | Previous Billed | | Current Amount Due |
|---|----|----|---------------------|---------------------|-----------|--------------------|-----------|--------------------|-----------|-----------------------|
| PSA Supporting RTA becoming FTA Recipient – Task Order No. 1 | | | | | | | | | | |
| Professional Services | TM | \$ | 18,802.50 | 55.43% | \$ | 10,422.50 | \$ | 6,815.00 | \$ | 3,607.50 |
| Grand Total | | | \$ 18,802.50 | 55.43% | \$ | 10,422.50 | \$ | 6,815.00 | \$ | 3,607.50 |

TOTAL AMOUNT DUE THIS INVOICE **\$ 3,607.50**

I have reviewed and approved all expenditures associated with this project. All Charges are valid charges to this project.

Status:
see attached progress report for detailed project status

COTPA

Arts District Garage

431 W Main Street
Oklahoma City, OK 73102
405-297-2551

INVOICE #: 358914Reference ID: **Tax Exempt**Invoice Date: **08/06/2025**Due Date: **08/13/2025****Invoice To:**

REGIONAL TRANSPORTATION
AUTHORITY - RTA (TE)
christina.hankins@okc.gov
405-297-2484
2000 S MAY
OKLAHOMA CITY, OK 73108

Invoice Details

Total Due:\$5.00
Location: Arts District Garage
Status: sent

Remittance Address

COTPA-Parking c/o Municipal
Services PO Box 2404
Oklahoma City OK
73101

| Item | Rate | Qty | Total |
|-----------------------|--------|-----|--------|
| July Validation Usage | \$2.50 | 2 | \$5.00 |

Subtotal: 5.00**Total:** **\$5.00**

Note: Please make checks payable to COTPA - Parking c/o Municipal Services. If you have any question about your invoice, please contact OKC Admin via email at okcadmin@municipalparking.com or by phone at 405-297-2551



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

INVOICE

INVOICE #3337
PO 2026-004
DATE: AUGUST 11, 2025

TO:

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

| DESCRIPTION | HOURS | RATE | AMOUNT |
|--|------------|----------|-------------------|
| Professional Services (July 1 -- 31, 2025) | | | |
| Sherry Little | 0.50 | \$550.00 | \$275.00 |
| Auke Mahar-Piersma | 0.00 | \$550.00 | 0.00 |
| Jamie Harrell | 5.50 | \$550.00 | \$3,025.00 |
| Total | 6.0 | | \$3,300.00 |
| | | | |
| | | | |
| | | | |
| Monthly report attached. | | | |

Please make all checks payable to Cardinal Infrastructure LLC.

Thank you for your business!

PO Box 4884
Baltimore, MD 21211 USA
2024506541
scott@alphavu.com
www.alphavu.com



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

INVOICE # 2219
DATE 07/24/2025
DUE DATE 08/23/2025
TERMS Net 30

| ACTIVITY | QTY | RATE | AMOUNT |
|---|-----|----------|--------------------|
| Social network intelligence, analysis, and reporting Services June -July 17, 2025 | 1 | 9,250.00 | 9,250.00 |
| Consulting Direct Expense - Subcontractor Alan Wulkan | 1 | 5,000.00 | 5,000.00 |
| BALANCE DUE | | | \$14,250.00 |



262.650.9900
affirmagency.com

N28W23050 Roundy Drive
Suite 100
Pewaukee, WI 53072

RTA of Central Oklahoma
2000S. May Ave.
Oklahoma City, OK 73108

Invoice # INV-4207
Invoice Date 5/31/2025

| | |
|--|------------|
| Danny Mager - Principal | \$1,282.50 |
| 9.5 hrs x \$135 / hr | |
| Meghan Walters - Account Executive | \$3,408.75 |
| 25.25 hrs x \$135 / hr | |
| Ryan Quade - Creative Director | \$3,172.50 |
| 23.5 hrs x \$135 / hr | |
| Morgan Sumter - Graphic Design | \$1,113.75 |
| 8.25 hrs x \$135 / hr | |
| Lynnea Markovich - Art Director | \$303.75 |
| 2.25 hrs x \$135 / hr | |
| Shannon Zimmerman - Traffic Manager | \$270.00 |
| 2.0 hrs x \$135 / hr | |
| Amy Opad - Director of Client Services | \$67.50 |
| .5 hrs x \$135 / hr | |
| Mark Skowron - Sr. Web Developer | \$202.50 |
| 1.5 hrs x \$135 / hr | |

| | |
|---------------|-------------------|
| Invoice Total | <u>\$9,821.25</u> |
| Amount Due | \$9,821.25 |

Make checks payable to AFFIRM Agency
Due upon receipt



CENTRAL OKLAHOMA
TRANSPORTATION & PARKING
AUTHORITY

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

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

Invoice #: 2026-102

Address: 2000 S May Avenue
Oklahoma City, OK 73108

Invoice Date: 8/1/25

Invoice For: Administrative Services

| Item # | Description | Qty | Unit Price | Discount | Price |
|-----------------------------------|--------------------------------|-----|-------------|----------|--------------------|
| 1 | Admin Services Fee - July 2025 | 1 | \$10,171.00 | | \$10,171.00 |
| 1 | July Printing (Job 106556) | 1 | \$16.50 | | \$16.50 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| NOTES: RTA PO # 2026-003 | | | | | |
| Invoice Subtotal | | | | | \$10,187.50 |
| Tax Rate | | | | | |
| Sales Tax | | | | | \$0.00 |
| Other | | | | | |
| Deposit Received | | | | | |
| Make all checks payable to EMBARK | | | | | |
| TOTAL | | | | | \$10,187.50 |



TO: Chairman and Board of Directors

FROM: Interim Executive Director

Consider approving Renewal No. 1 and Amendment No. 2 to the Professional Services Agreement with Allen, Gibbs & Houlik, L.C. for independent auditing services.

Background The Trust Indenture 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 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.

On September 16, 2020, the RTA entered into a professional services agreement with Allen, Gibbs & Houlik, L.C. (AGH) to provide independent auditing services for the RTA's financial controls and annual financial auditing services.

On October 20, 2021, the RTA approved Amendment No. 1 to the professional services agreement to update terms and compensation.

The initial term of the agreement was for five years, ending September 15, 2025. The agreement provides for one, five-year renewal. Staff recommends the agreement be renewed and amended to include the updated fee structure (Attachment C of the agreement).

Recommendation: Approve Renewal No. 1 and Amendment No. 2 to the Professional Services Agreement.

Jason Ferbrache
Interim Executive Director



RENEWAL AND AMENDMENT

RENEWAL NO. 1 AND AMENDMENT No. 2 TO THE PROFESSIONAL SERVICES AGREEMENT

This renewal (“**Renewal No. 1**”) and Amendment (“**Amendment No. 2**”) is effective August 20, 2025, agreeing to exercise the renewal option, as per the original agreement, made by and between the Regional Transportation Authority of Central Oklahoma, herein called the **RTA** or **CONTRACTING ENTITY**, and Allen, Gibbs & Houlik LC., herein called the **SERVICES PROVIDER**, (collectively, the “**Parties**”).

WITNESSETH:

WHEREAS, the **RTA** and **SERVICES PROVIDER** entered into an agreement on 16th day of September, 2020 (the “Effective Date”), as follows:

WHEREAS, the **Agreement** was to provide independent auditing services of the **RTA**’s financial controls and an annual financial audit; and

WHEREAS, the initial terms of the **Agreement** between the Parties was for five years, ending September 15, 2025; and

WHEREAS, the original **Agreement** was Amended (**Amendment No. 1**) on October 20, 2021 to update the terms of compensation; and

WHEREAS, **Article 2. Term**, authorizes the Agreement to be renewed for one (1) additional five (5) year period at the sole option of the **CONTRACTING ENTITY**; and

WHEREAS, the **PARTIES** mutually consent to **Renewal No. 1** of the **Agreement**, under the same terms, conditions and provisions originally awarded;

WHEREAS, **Article 12. (g) Amendments**, authorizes the **Parties** to amend the **Agreement** if in writing and executed by both **Parties**; and

WHEREAS, the **Parties** mutually agree to amend Attachment C “Payment Milestones and Schedule of Fees” of the **Agreement** to increase **SERVICE PROVIDER**’s compensation for **Renewal No. 1**; and



RENEWAL AND AMENDMENT

NOW, THEREFORE, it is mutually agreed by and between the **Parties** to renew the **Agreement**, exercising the renewal option, under the same terms, conditions and provisions as originally awarded, for the period of September 16, 2025 through September 15, 2030, and to amend Attachment C “Payment Milestones and Schedule of Fees”.



RENEWAL AND AMENDMENT

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

| 5 Year Extension Fee Proposal Form | | | |
|---|-------------------|---|-----------|
| Proposer: AGH, L.C. RTA 2021-001 External Audit Services 5 Year Extension Fiscal Years 2025-2029 | | | |
| Item | Description | Deliverables | Costs |
| 1. | Contract Year 6 | Financial Statement Audit (including any state filing requirements). | \$ 10,185 |
| | | Single Audit - Includes 1 Major program, additional grants will be \$6,000 per program tested | 6,800 |
| | | Vehicle Revenue Miles AUP | 4,500 |
| | | Total | \$ 21,485 |
| | | | |
| 2. | Contract Year 7* | Financial Statement Audit (including any state filing requirements). | \$ 10,700 |
| | | Single Audit - Includes 1 Major program, additional grants will be \$6,000 per program tested | 7,140 |
| | | Vehicle Revenue Miles AUP | 4,725 |
| | | Total | \$ 22,565 |
| | | | |
| 3. | Contract Year 8* | Financial Statement Audit (including any state filing requirements). | \$ 11,235 |
| | | Single Audit - Includes 1 Major program, additional grants will be \$6,000 per program tested | 7,500 |
| | | Vehicle Revenue Miles AUP | 5,000 |
| | | Total | \$ 23,735 |
| | | | |
| 4. | Contract year 9* | Financial Statement Audit (including any state filing requirements). | \$ 11,800 |
| | | Single Audit - Includes 1 Major program, additional grants will be \$6,000 per program tested | 7,875 |
| | | Vehicle Revenue Miles AUP | 5,250 |
| | | Total | \$ 24,925 |
| | | | |
| 5. | Contract year 10* | Financial Statement Audit (including any state filing requirements). | \$ 12,400 |
| | | Single Audit - Includes 1 Major program, additional grants will be \$6,000 per program tested | 8,300 |
| | | Vehicle Revenue Miles AUP | 5,500 |
| | | Total | \$ 26,200 |
| | | | |

* Due to RTA activity evolving and expanding as the organization develops, for contract years 7-10 annual evaluation of the scope of the audit will be conducted and any impact on pricing for scope changes will be agreed upon annually.



Regional Transportation Authority
of Central Oklahoma

RENEWAL AND AMENDMENT

| Proposer: AGH, L.C. | | | |
|--|------------------------------|------------------------------------|---------------------------------|
| RTA 2021-001 External Audit Services 5 Year Extension Fiscal Years 2025-2029 | | | |
| Item | Description | Deliverables | Cost - All not to exceed prices |
| 6. | Rate for additional services | Position | Hourly Rate |
| | | Officer | \$ 305 |
| | | Manager | \$ 260 |
| | | Senior consultant | \$ 305 |
| 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 | |



Regional Transportation Authority
of Central Oklahoma

RENEWAL AND AMENDMENT

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, the RTA and SERVICES PROVIDER, as renewed and amended by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect and the provisions of this Amendment shall become a part of the original contract as is fully written herein.

IN WITNESS WHEREOF, this Amendment was executed and approved by the SERVICES PROVIDER this 8 day of August, 2025.

ATTEST:

ALLEN, GIBBS & HOULIK LC.

By

As

Senior Vice President, Assurance



#1221473



Regional Transportation Authority
of Central Oklahoma

RENEWAL AND AMENDMENT

IN WITNESS WHEREOF, this Amendment was executed and approved by the
RTA this 20th day of August, 2025.

ATTEST:

REGIONAL TRANSPORTATION AUTHORITY
OF CENTRAL OKLAHOMA

Chuck R. [Signature]
Secretary

Brad Henry [Signature]
Chairman

Reviewed for Form and Legality

Jonathan [Signature]
Assistant Municipal Counselor



TO: Chairperson and Board of Directors

FROM: Interim Executive Director

Consider approving the Regional Transportation Authority of Central Oklahoma Investment Policy.

Background On July 16, 2025 (Item No. 09), the Regional Transportation Authority of Central Oklahoma (RTA) adopted a Resolution authorizing the Interim Executive Director to file an application with the Federal Transit Administration (FTA) to become a direct recipient for federal assistance on behalf of the RTA authorized by 49 U.S.C. Chapter 53, title 23, United States Code.

Part of the application includes ensuring that the RTA has specific policies in place to guide the management of its obligations. This Investment Policy provides guidance on investing public funds to achieve the highest investment return consistent with maximum security, while meeting the daily cash flow demands in accordance with the constitution and laws of the State of Oklahoma and the RTA's Trust Indenture.

The City of Oklahoma City has developed a comprehensive and well-researched Investment Policy that aligns with the RTA's mission, goals and strategic priorities. The ultimate purpose of the Investment Policy is to establish a transparent framework for managing public funds, ensuring the safety, liquidity, and responsible growth of the RTA's financial assets in support of its long-term operational and capital objectives, and in compliance with applicable federal, state and local requirements.

The Investment Policy grants the RTA the authority to invest funds not required for immediate expenditure in accordance with the policy and statutory requirements. RTA staff have reviewed the City of Oklahoma City's Investment Policy and concluded that adopting it as the RTA's Investment policy will promote consistency, efficiency, and prudent financial management.

Recommendation: Approve the Investment Policy

Jason Ferbrache
Interim Executive Director

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INVESTMENT POLICY

for the Operating Funds and General Capital Funds
of the Regional Transportation Authority of Central Oklahoma

August 20, 2025

I. Policy

It is the policy of the Regional Transportation Authority of Central Oklahoma (RTA) and the duty of the Treasurer of the RTA Board of Directors to oversee and invest the public funds to provide the highest investment return consistent with maximum security while meeting the daily cash flow demands of the RTA in conformance with the constitution and laws of the State of Oklahoma. To further ensure that these policy goals are accomplished, the RTA may hire independent professional investment consultants to advise the RTA Board of Directors and Executive Director on investment strategy, risk management, and compliance.

II. Scope

This Policy applies to the operating funds and any capital and financing funds of the RTA. This policy will also apply to any future funds that are needed to meet the RTA's financial, and accountability needs and are in custody of the RTA Treasurer.

III. Standard of Care

The standard of care to be used by the Treasurer of the RTA Board shall be the statutory "prudent person" standard and shall be applied in the context of managing the public operating funds of the RTA described within this Policy. The "prudent person" standard as it relates to the investing of public funds is defined as follows:

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of care to be used by independent professional investment consultants to the RTA shall be the “prudent expert” standard as follows:

Funds shall be managed with the care, skill, prudence, and diligence, under the circumstances then prevailing, that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

The Executive Director, in implementing the investment policy, shall act with diligence and in coordination with the Treasurer and Board, ensuring compliance with applicable laws and internal controls

IV. Ethics and Conflicts of Interest

All RTA Board members, or employees of the RTA, or independent professional investment consultants to the RTA, involved in the investment process shall refrain from personal business activity that could conflict or give the appearance of conflict with the proper execution of the investment program or impair their ability to make impartial investment decisions and shall annually advise the RTA Board of Directors of any personal financial interest in any financial institution that conducts business with the RTA. The RTA’s officers, employees and/or professional consultants shall refrain from undertaking personal investment transactions with the same individual or broker/dealer office with which business is conducted on behalf of the RTA.

V. Objectives

The RTA Treasurer and independent professional investment consultants will follow three major, prioritized objectives in investing the operating capital or financing funds of the RTA.

- 1. Safety** - Safety of principal is the foremost objective of the RTA program. Investments of the RTA shall be undertaken in a manner that seeks to ensure the preservation of capital of the portfolio. This objective will be to minimize credit risk and interest rate risk.
- 2. Liquidity** - The investment portfolio shall at all times be sufficiently liquid to enable the RTA to meet all operating cash flow needs that are reasonably anticipated. This will be accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands.
- 3. Return on Investments** - The RTA’s investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the RTA’s investment risk constraints, liquidity needs and cash flow characteristics of the portfolio. Return shall be subordinate to safety and liquidity.

VI. Banking Authority

In accordance with RTA governance policies, the RTA Chair, Treasurer and the Executive Director shall have custody of the funds of the Authority. The Executive Director, and any designated financial staff shall assist in the execution of banking operations including but not limited to, deploying demand deposit accounts, and accounts for the investment or safekeeping of funds of the RTA.

No public deposit of funds shall be made except in a qualified public depository authorized to do business in the State of Oklahoma. The RTA Board of Directors shall approve and designate a list of authorized depository institutions by resolution.

Funds may be invested in certificates of deposit (CDs) in institutions which have been approved by the RTA Board of Directors as depository banking institutions; which meet competitive bidding and diversification requirements discussed in this policy; and which meet the following requirements:

1. Sufficient collateral to equal the amount of 110 percent of the CD principal shall be pledged prior to the deposit of the funds and for the terms of the CD, in accordance with this policy;
2. Consideration of the bank's financial strength provided by commercially available bank rating services, such as Highline Banking Data Services or Veribanc. Financial strength can be determined by the bank's institutional rating on performance evaluations conducted pursuant to the federal Community Reinvestment Act, 12 United States Code, Section 2901;
3. Collateral agreements must be approved prior to deposit of the funds as provided for in the "Security for Local Public Deposits Act".¹

VII. Delegation and Restriction of Authority

The ultimate authority for the investment of surplus funds of the RTA is granted by the Trust Agreement and Indenture of the RTA and applicable Oklahoma States Statutes. In accordance with a resolution adopted by the RTA Board of Directors, the custodians of RTA funds include the Chair, Treasurer and the Executive Director.

The RTA Board of Directors may authorize the Executive Director to designate financial officers or staff to carry out operational responsibilities related to investment activities. These responsibilities include executing purchases, sales, and trades of investments in accordance with the scope, objectives, and covenants of this Policy, including those recommended by any independent professional investment consultants hired by the RTA.

All personnel and consultants involved in the investment process shall act responsibly and with fiduciary care as custodians of public funds. The Executive Director shall ensure that a system

¹ See Attachment 1, 62 O.S. § 517.1 *et seq.*

of internal controls and procedures is established and maintained to govern the activities of financial staff and any independent investment consultant. These controls should be designed to safeguard assets, ensure compliance with applicable laws and policies, and promote transparency and accountability.

All RTA personnel with authority to invest public funds, initiate wire transfers or who have signatory authority for depository accounts shall be required to be bonded in accordance with applicable laws and RTA policy. All investment transactions will be reviewed by the Executive Director and may be reported to the RTA Board of Directors.

VIII. Financial Dealers

Any financial institution or broker/dealer who desires to become an approved broker/dealer for investment transactions shall respond to a broker/dealer services solicitation questionnaire and certification approved by the Executive Director or designee. An evaluation committee, composed of the Executive Director, designated financial staff, and/or the RTA's independent professional investment consultants shall review the responses to the solicitation and questionnaire.

Based upon the evaluation, the Executive Director and/or independent professional investment consultant will recommend a listing of eligible broker/dealer institutions to the RTA Board of Directors. By resolution of the Board, an eligible listing of broker/dealers shall be established for the purchase and sale of investment securities and further resolved that all prior resolutions establishing broker/dealers be rescinded. A list of broker/dealers will be established and approved at least annually.

The Executive Director or designee shall maintain a list of security broker/dealers approved by the RTA Board of Directors who is authorized to provide investment services for the RTA and registered to do business within the state. The approved broker/dealers may include a combination of primary, regional, and local dealers that qualify under the Securities and Exchange Commission Rule 15C3-1.

A current audited financial statement shall be on file for each eligible broker/dealer with whom the RTA transacts investment services.

IX. Authorized and Suitable Investments

Investments of the RTA's operating and any capital or financing funds will be limited to those investment types authorized by applicable Oklahoma State statutes governing public trusts.

This Policy may be more restrictive than that allowed by state statute. The securities authorized by the approval of this policy shall be:

1. Direct obligations of the United States Government, its agencies or instrumentalities.
2. Federal Agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as

to principal and interest by federal agencies or United States government- sponsored enterprises;

3. Collateralized or insured certificates of deposit and other evidences of deposits at banks, savings banks, savings and loan associations and credit unions located in this state when secured by appropriate collateral or fully insured certificates of deposit at banks, savings banks, savings and loan associations and credit unions located out of state;
4. Repurchase agreements that have underlying collateral of direct obligations or obligations of the United States government, its agencies and instrumentalities;
5. Money market funds regulated by the Securities and Exchange Commission and which investments consist of the authorized investments and restrictions as specified in paragraphs one through six of 62 O.S. § 348.3.² The money market fund portfolio must consist of domestic securities. To be eligible for investment pursuant to this subdivision these companies shall either: (1) attain the highest ranking letter or numerical rating provided by at least one nationally recognized statistical-rating organization or (2) have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years of experience managing money market mutual funds and with assets under management in excess of \$500,000,000;
6. Savings accounts or savings certificates of savings and loan associations, banks, and credit unions, to the extent that the accounts are fully insured by the Federal Deposit Insurance Corporation.
7. State and Local Government Series (SLGS) securities issued by the U.S Treasury.
8. Debt obligations or judgement issued by public trust for which the RTA is a beneficiary provided such investments are prudent.
9. Prime commercial paper which shall not have a maturity that exceeds one hundred eighty (180) days nor represent more than ten percent (10%) of the outstanding paper of an issuing corporation. Prime rating means only commercial paper of the highest ranking or of the highest letter and numerical rating as provided for by a nationally recognized statistical rating organization. Purchases of prime commercial paper shall not exceed seven and one-half percent (7 1/2%) of the surplus funds of the RTA which may be invested pursuant to this section. Additionally, purchases shall not include asset-backed commercial paper.

Repurchase agreements will only be entered into upon the execution of an approved master repurchase agreement between the RTA and appropriate financial institutions. Such master repurchase agreements will provide, among other things, for the delivery of securities to either the RTA or an approved third party safekeeping organization. The securities will be limited to those types approved for the investment of RTA funds. Market value of the securities will equal at least 102% of the amount of the repurchase agreement at the time of execution of the agreement. The Executive Director or designated financial staff may require a higher margin ratio, depending on the amount of time until the completion of the repurchase transaction or

² See Attachment 1, 62 O.S. § 348.3(B)(7)

the nature of the securities involved. Substitution of securities during the term of repurchase agreements will be allowed from time to time, if each substitution meets the requirements of the statutory law and this policy.

Before the selection of a money market mutual fund as an investment option, a thorough investigation of the fund will be required prior to any investment. The Executive Director or designated financial staff must evaluate various factors, including but not limited to: the fund's prospectus and statements of additional information to determine the integrity and experience of the investment company offering the fund; sale fees and operation of expenses; fundamental portfolio policies composition and objectives; investment income calculations and policy on distribution to participants; how gains and losses are treated; evaluation of how securities are safeguarded; frequency of security pricing and auditing; limitations as to size and frequency of purchasing and selling; schedule for receiving statement and composition of the portfolio for the fund; and compliance and registration with the Investment Company Act of 1940 and Rule 2a-7 of the Investment Company Act.³

The following types of investments are not authorized under the terms of this policy:

1. Reverse repurchase agreement
2. Derivative instruments which are created from, whose value depends on or is derived from, the value of one or more underlying assets or indexes of asset values and/or has no call options prior to the RTA's desired maturity or is a variable rate instrument.

X. Collateralization

All uninsured deposits, certificates of deposits and repurchase agreements must be collateralized in accordance with this policy.

In all cases of collateralization excluding letters of credit, the collateral shall be held by a third-party custodian with whom the RTA has a current custodial agreement or be held in the name of both parties by the Federal Reserve Bank servicing Oklahoma as evidenced by a pledge of joint custody. The custodian shall issue a custody receipt to the RTA identifying the security and stating that it is pledged to the RTA.

In cases of collateralization with letters of credit⁴, each letter of credit shall comply with Oklahoma Administrative Code Section 735:20-1-10 and be in a format acceptable to the Oklahoma State Treasurer and the RTA. Such letters of credit must be unconditional, standby letters of credit which designate the RTA as the irrevocable and unconditional beneficiary of the letter of credit.

The amount of collateral to be pledged for the security of the RTA's deposits and securities

³ See Attachment 3, Glossary of Terms

⁴ See Attachment 2, Oklahoma Administrative Code Section 735:20-1-10

shall be consistent with the provisions of the “Security for Local Public Deposits Act”⁵ and additional standards established by the RTA for the purpose of securing public funds and deposits of the RTA.

Collateralization shall be required as follows:

| | Level when collateral is not Letters of Credit | Level when collateral is Letters of Credit |
|---|---|---|
| 1. uninsured cash in demand deposit account | 110% | 100% |
| 2. certificate of deposits | 110% | 100% |
| 3. repurchase agreements | 102% | - |

Acceptable instruments for collateralization of uninsured cash, certificates of deposits and repurchase agreements are listed below. This listing is more restrictive than the state statute. In cases in which instruments may be authorized by state statute but not by the list below, this list shall prevail.

Acceptable collateral of uninsured cash in demand deposit accounts and certificates of deposit:

- (a) obligations, including letters of credit of the United States Government, its agencies or instrumentalities.
- (b) Federal Agency of United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises and including Federal Home Loan Bank letters of credit;

Acceptable collateral for repurchase agreements:

- (a) United States Treasury Bills, Notes, Bonds or Treasury Certificates;
- (b) Government National Mortgage Association obligations;
- (c) Federal National Mortgage Association obligations;
- (d) Federal Home Loan Mortgage Corporation obligations;
- (e) Federal Farm Credit Bank obligations;
- (f) Federal Home Loan Bank obligations;

The RTA’s Executive Director or designated financial staff shall verify as appropriate and at least quarterly, that the market value of collateral pledged is sufficient to cover the security and any additional deposits at the institution. The RTA shall have discretion to refuse any instrument as appropriate collateral, notwithstanding the tenets of this Policy.

Acceptable collateral will be subject to a recognized and readily available market pricing.

⁵ See Attachment 1, 62 O.S. § 517.1 *et seq.*

XI. Safekeeping and Custody

All investment securities purchased (except for SLGS and judgments), including collateral for repurchase agreements, shall be held in safekeeping at a designated third-party custodian approved by the RTA.

The custodian institution shall issue a safekeeping receipt for each security, listing the specific instrument, par value, rate, CUSIP and any other pertinent information. In addition, the safekeeping institutions shall send a statement on at least a monthly basis listing all securities held in each safekeeping account with market values that shall be verified.

The RTA's Executive Director or designated financial staff shall be responsible for verifying the accuracy of these statements and ensuring that all securities are properly accounted for and safeguarded in accordance with this Policy and applicable law.

XII. Delivery vs. Payment (DVP)

Written delivery instructions are provided to approved broker/dealers. All security transactions should be accomplished on a delivery versus payment (DVP) basis. Securities being purchased shall be delivered to the RTA's designated safekeeping agent, in the name of RTA, before payment is released. The RTA's Executive Director, or designated financial staff, or independent professional investment consultants, will provide written notification to the safekeeping agent of the expected delivery of securities with all specific information. The safekeeping agent will then forward an original written confirmation of the security by an acceptable means of delivery to the RTA.

A subscription to purchase SLGS will be submitted to and approved by the Bureau of the Public Debt, Division of Special Investments. The Fedwire Funds Transfer System must submit full payment for each approved SLGS subscription with credit directed to the Treasury's General Account. SLGS securities are issued in book-entry form on the books of the United States Treasury, Bureau of the Public Debt and are nonmarketable. Transfer of securities by sale, exchange, assignment, pledge or otherwise is not permitted.

XIII. Maturities and Diversification

To the extent practicable, the RTA's Executive Director or designated financial staff will attempt to match investments with anticipated cash flows. Investments will be diversified to minimize the risk of loss resulting from over-concentration of assets in a specific maturity period, a single issuer or an individual class of securities. Unless matched to a specific cash flow, investments will not be made in securities maturing more than five (5) years from the date of purchase.

The cumulative amount of money from all portfolios and invested in any given financial institution shall not exceed 5% of such institution's total assets as reported on the June 30th preceding the placement of the investment (excluding U.S. Government securities and those issued by government sponsored enterprises, SLGS and judgments). Further, no more than 5% of the total portfolio for any individual portfolio with any single financial institution (excluding U.S. Government securities and those issued by government sponsored enterprises, savings, money market funds, SLGS, judgments and repurchase agreements).

Certificates of deposit shall not be purchased with maturities greater than 365 days from the date of purchase. Portfolio maturity and investment type limitations shall be evaluated as investment securities are purchased. Except in cases of specifically matched cash flows for debt service payments and payroll, to comply with yield restrictions and arbitrage rebate provisions of the Internal Revenue Code and United States Treasury regulations, or other cash flow considerations as determined by the RTA, the portfolio will be structured within the following guidelines:

Maturity Limitations
Percentage of Total Invested Principal

| | Maximums% | Minimums% |
|-----------|-----------|-----------|
| 0-1 Years | 100% | 5-25% |
| 1-3 Years | 90% | 0% |
| 3-5 Years | 90% | 0% |

Investment Type Limitations
Percentage of Total Invested Principal

| | Maximums% | Minimums% |
|--|-----------|-----------|
| Repurchase agreements | 100.0% | 0% |
| U.S. Treasury securities ¹⁴ | 100.0% | 0% |
| Certificates of deposit | 50.0% | 0% |
| Money market funds | 100.0% | 0% |
| Savings account | 100.0% | 0% |
| U.S. callable agencies securities | 20.0% | 0% |
| Prime commercial paper | 7.5% | 0% |
| Direct debt obligations and judgments of the RTA | 5.0% | 0% |

The RTA may collateralize its surplus cash, certificates of deposit and repurchase agreements using longer-dated securities provided such maturity dates do not exceed ten (10) years.

XIV. Internal Controls

The Executive Director or designee shall establish a system of internal controls to ensure the integrity of the investment process and compliance with this Policy. An independent auditing firm as part of the RTA's annual financial audit will review the internal controls. Additionally, the RTA Board of Directors may request a review of the internal controls during development of the audit plan. The controls shall be designed to prevent loss of public funds because of fraud, error, misrepresentation or imprudent actions by any employee, officer and/or independent investment consultant of the RTA.

XV. Investment Committee

The Executive Director shall have the authority to establish an investment committee composed of the Executive Director's designee(s) and/or independent professional investment consultant. The investment committee shall meet periodically and as deemed necessary to review and discuss the portfolio strategy and evaluate the future position of the portfolio. The Executive Director may appoint an independent professional investment consultant to review the portfolio strategy and evaluate the future position of the portfolio in lieu of an investment committee.

XVI. Investment Procedures

The Executive Director and/or designee may develop and maintain the detailed operational procedures for the investing functions of the RTA as described within this Policy.

XVII. Record Keeping and Reporting

All investment transactions will be recorded in the RTA's financial accounting system. Records maintained by the Executive Director's office or designated financial services provider shall be reconciled on at least a monthly basis. The Executive Director or designated financial services provider will reconcile at least semi-annually the confirmations in custody to the safekeeping statements submitted by the safekeeping institutions. Each safekeeping institution is under contractual agreement to provide such services. Records will be maintained in appropriate investment tracking software.

The RTA Treasurer, with or without the assistance of an independent professional investment consultant, shall submit a quarterly investment report to the RTA Board of Directors within 45 days of the end of the quarter. The report will summarize the characteristics of the portfolios to include types of securities, amortized earnings for the quarter and year-to-date, yields for the quarter and year-to-date, days to maturity, and other characteristics as appropriate. The report will include comments as appropriate on the fixed income markets and economic conditions, discussions regarding restrictions on percentage of investment by categories, possible changes in the portfolio structure, future investment strategies and target to actual investment income progress.

According to the General Accounting Standards Board (GASB) Statement Number 40, Paragraph 8, deposits with financial institutions, investments (including repurchase agreements and reverse repurchase agreements), are exposed to credit risk if they are not covered by depository insurance and they are:

- a. Uncollateralized,
- b. Collateralized with securities held by the pledging financial institution, or
- c. Collateralized with securities held by the pledging financial institution's trust department or agent but not in the RTA's name.

Investments hereunder shall be held in accordance with category (a) or (b) below, insofar as compatible with applicable law:

- a. Insured or registered, or securities held by the RTA;
- b. Uninsured and unregistered, with securities held by the counter party's (the seller's) trust department or agent in the entity's name.

The Executive Director shall arrange safekeeping procedures so that investments fall into category (a) whenever possible.

XVIII. Interest Earnings

The RTA distributes interest earnings from each of the respective portfolios monthly. The participating funds that receive interest distribution shall be determined by the Executive Director within applicable statutes, legal opinions and bond indentures. The interest distribution for the participating funds is based on their respective month-end equity positions.

XIX. Competitive Selection of Investment Instruments

Before investments in surplus funds are placed, a competitive "bid" process (consisting of quoted interest or yield rates, dollar prices, or discount rates) shall be conducted. Certificates of deposit will be bid among depository banking institutions approved by the RTA Board of Directors, while other investment securities will be bid among broker/dealers approved by the RTA Board of Directors (excluding SLGS). Bids will be secured from at least three institutions. Bidders are required to bid a firm price or yield, which will remain effective for a reasonable period of time (approximately 15 minutes or less), given market fluctuations, to allow further bids to be received. Typically, awards will be made to the bidder offering the highest effective yield consistent with this Policy; however, transaction costs, diversification requirements, extraordinary events and other factors may be considered by the RTA.

XX. Performance Standards

The investment strategy employed by the Executive Director, with or without the assistance of an independent professional investment consultant, for the RTA's portfolio, shall be designed with the objective of obtaining a market rate of return throughout budgetary and economic cycles. Obtaining a market rate of return shall be commensurate with the investment risk constraints, the cash flow needs of the RTA, and compliance with yield restrictions and arbitrage rebate provisions of the Internal Revenue Code and United States Treasury regulations. The RTA's performance benchmarks differ, depending on the type of funds invested, and shall be based on an agreed upon indexed benchmark and/or a customized benchmark.

XXI. Certification

A copy of this policy will be provided upon request to the senior management of any financial institution who is approved to transact business with the RTA in order that it is apprised of the policies of the RTA. The certification⁶ must be signed and executed by a senior member of the financial institution before any business is conducted.

XXIV. Investment Policy Adoption

This policy may be adopted or amended only by the resolution of the RTA Board of Directors. The RTA shall annually review the Investment Policy regarding the investment of its funds and funds under its control. The RTA's investment policy is now governed by:

- The RTA's enabling legislation and trust indenture
- Applicable provisions of Oklahoma public trust law (Title 60)
- Principles of prudence, safety, liquidity, diversification, and competitive selection

The RTA shall ensure that all investments are made in accordance with these principles and any applicable federal or state regulations.

⁶ See Attachment 4, Certification

ATTACHMENT 1

The following statutory provisions, collectively known as the *Security for Local Public Deposits Act* (62 O.S. §§ 517.1–517.7), are included to guide and ensure the Regional Transportation Authority of Central Oklahoma (RTA)’s compliance with Oklahoma state law regarding the safekeeping and collateralization of public funds. As a public trust of local nature, the RTA is subject to these requirements. These statutes are presented in their original form for reference and adherence in the management of public deposits.

§62-348.3. Cities and counties - Written investment policies - Authorized investments.

A. In addition to the investments authorized by Section 348.1 of this title, the governing body of a city or of a county may adopt a written investment policy directing the investment of the funds of the city or county and any of its public trusts or authorities. If such a policy is adopted by the governing body, such funds shall be invested pursuant to the provisions of the policy. The written policy shall address liquidity, diversification, safety of principal, yield, maturity and quality and capability of investment management, with primary emphasis on safety and liquidity. To the extent practicable, taking into account the need to use sound investment judgment, the written investment policies shall include provision for utilization of a system of competitive bidding in the investment of municipal funds. The system shall be designed to maximize yield within each class of investment instrument, consistent with the safety of the funds invested.

B. The written investment policy may authorize the city treasurer or county treasurer to purchase and invest in any or all of the following:

1. Obligations of the United States government, its agencies and instrumentalities;
2. Collateralized or insured certificates of deposit and other evidences of deposit at banks, savings banks, savings and loan associations and credit unions located in this state, or fully insured certificates of deposit at banks, savings banks, savings and loan associations and credit unions located out of state; Oklahoma Statutes - Title 62. Public Finance Page 377;
3. Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings bank, a savings and loan association or a state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit shall not exceed ten percent (10%) of the surplus funds of the city or county which may be invested pursuant to this section. Not more than one-half (1/2) of the ten percent (10%) limit shall be invested in any one financial institution specified in this paragraph;
4. Prime banker's acceptances which are eligible for purchase by the Federal Reserve System and which do not exceed two hundred seventy (270) days' maturity. Purchases of prime banker's acceptances shall not exceed ten percent (10%) of the surplus funds of the city or county which may be invested pursuant to this section. Not more than one-half (1/2) of the ten percent (10%) limit shall be invested in any one commercial bank pursuant to this paragraph;

5. Prime commercial paper which shall not have a maturity that exceeds one hundred eighty (180) days nor represent more than ten percent (10%) of the outstanding paper of an issuing corporation. Purchases of prime commercial paper shall not exceed seven and onehalf percent (7 1/2%) of the surplus funds of the city or county which may be invested pursuant to this section;
6. Repurchase agreements that have underlying collateral consisting of those items specified in paragraphs 1 through 5 of this subsection; and
7. Money market funds regulated by the Securities and Exchange Commission and which investments consist of those items and those restrictions specified in paragraphs 1 through 6 of this subsection.

C. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. Added by Laws 1987, c. 194, § 14, operative July 1, 1987. Amended by Laws 1991, c. 124, § 21, eff. July 1, 1991; Laws 1996, c. 49, § 1, eff. July 1, 1996; Laws 1996, c. 160, § 1, eff. July 1, 1996; Laws 1997, c. 132, § 1; Laws 2001, c. 43, § 1, eff. Nov. 1, 2001.

62 O.S. § 517.1 *et seq.*

§ 517.1. Short title

Sections 8 through 14 of this Act shall be known and may be cited as the "Security for Local Public Deposits Act."

Added by Laws 2000, c. 136, § 8, eff. July 1, 2000.

62 O.S. § 517.2

§ 517.2. Definitions

As used in the Security for Local Public Deposits Act:

1. "Financial institution" means any bank, savings bank, savings and loan association or credit union; and
2. "Public entity" means any county, city, town or board of education of a public school district or vocational-technical school district or other governmental or public entity of a local nature which is required or permitted by law to collateralize its deposits. The Regional Transportation Authority of Central Oklahoma (RTA), as a public trust of local nature, is considered a public entity under this Act and is required to collateralize its deposits.

Added by Laws 2000, c. 136, § 9, eff. July 1, 2000.

62 O.S. § 517.3

§ 517.3. Public deposits defined--Official depositories

A. All public deposits made by a treasurer of a public entity in financial institutions shall be secured as provided for in the Security for Local Public Deposits Act. As used in this section, "public deposits" means all forms of demand deposits or time deposits, but shall not include other investments authorized by statute which are made by a treasurer of a public entity.

The treasurer of every public entity shall deposit daily, not later than the immediately next banking day, all funds and monies of whatsoever kind that shall come into the possession of the treasurer by virtue of the office, in one or more financial institutions that have been designated as either state or county depositories, or both, and the acceptance of any such deposit from any such treasurer shall be tantamount to adoption, in relation thereto, of the same privileges and conditions, other than collateral security, as are now provided by law in acceptance of designation as state or county depositories. The treasurer may establish a depository or depositories for demand accounts in financial institutions outside of the governmental or municipal area of the treasurer but within this state; provided, that the treasurer of a public entity may authorize any designated depository within this state to redeposit funds of the public entity into interest-bearing demand-deposit accounts in one or more federally insured financial institutions; and provided further, that the full amount of principal and any accrued interest of each such demand-deposit account shall be insured by the Federal Deposit Insurance Corporation. The State Treasurer is hereby authorized to be the official depository for the treasurer of any county, and for the treasurer of any city or board of education where such city or school district has a population of five thousand (5,000) or more inhabitants but only for deposit of remaining fund balances in inactive funds and not for checking purposes. The county treasurer is hereby authorized to be official depository for the treasurer of any city, town, or board of education.

Added by Laws 2000, SB 1390, c. 136, § 10, emerg. eff. July 1, 2000; Amended by Laws 2014, HB 2838, c. 207, § 1, eff. November 1, 2014.

62 O.S. § 517.4

§ 517.4. Deposit of collateral securities or instruments to secure public deposits

A. A treasurer of a public entity shall require that financial institutions deposit collateral securities or instruments to secure the deposits of the public entity in each such institution. The amount of collateral securities or instruments to be pledged for the

security of public deposits shall be established by the treasurer of the public entity consistent with the provisions of the Security for Local Public Deposits Act; provided, such amount shall not be less than the amount of the deposit to be secured, less the amount insured.

B. Upon authorization by the treasurer of a public entity, a financial institution shall place required collateral securities in a restricted account at a Federal Reserve Bank which serves Oklahoma, a Federal Home Loan Bank which serves Oklahoma or with another financial institution located in this state that is not owned or controlled by the same institution or holding company. The State Treasurer shall designate a number of such financial institutions authorized to serve as safekeeping or custodial institutions. The financial institution depositing collateral securities shall deliver to the treasurer of the public entity a power of attorney authorizing the treasurer to transfer or liquidate the securities in the event of a default, financial failure or insolvency of a public depository. The State Treasurer must approve any forms or pledge agreements used by public entities and financial institutions in securing public deposits of public entities.

C. Securities eligible for collateral shall be valued at market value. The treasurer shall review and determine the market value of collateral pledged for security not less than quarterly. The market value of pledged securities shall be provided to the treasurer by either the financial institution holding the deposit or the financial institution holding the collateral securities, which market value must have been obtained from an independent, recognized and documented source. The State Treasurer shall promulgate rules to provide for the valuation of collateral if the market value is not readily determinable. The State Treasurer shall prescribe reporting requirements and forms for financial institutions to list collateral securities pursuant to this section.

D. The State Treasurer shall promulgate rules for the acceptance of collateral instruments described in Section 12 of this act, to secure deposits of the public entity. Such rules shall require that sufficient documentation exists to establish that the provider of the collateral instrument will protect the public entity in the event of a default, financial failure or insolvency of a public depository.

E. All securities purchased by a treasurer of a public entity or held in custody for other departments of the public entity by the treasurer shall be held in financial institutions not involved in such transactions and shall not be held by the treasurer or a broker.

Added by Laws 2000, c. 136, § 11, eff. July 1, 2000.

62 O.S. § 517.5

§ 517.5. Acceptable Securities and Instruments for Securing Public Deposits

A. For purposes of securing public deposits, the treasurer of a public entity may accept as collateral only those securities and other instruments listed below. To insure the safety

of public funds, the treasurer may establish standards which restrict, or limit further, any of the types or classes of securities or instruments listed below which may be accepted. Any treasurer of a public entity may request the State Treasurer to determine the eligibility of an individual security for pledging under this section. The treasurer may select the following securities and instruments for the purpose of securing public deposits:

1. Obligations, including letters of credit of the United States Government, its agencies and instrumentalities.
 2. Obligations of this state or of a county, municipality, or school district of this state or of an instrumentality of this state or a county, municipality or school district of this state;
 3. General obligation bonds of any other state of the United States; and
 4. A surety bond if:
 - a. subject to the terms and conditions of the bond, it is irrevocable and absolute,
 - b. the surety bond is issued by an insurance company authorized to do business in Oklahoma, and which has been approved by the State Treasurer,
 - c. the issuer of the surety bond does not provide surety bonds for any one financial institution in an amount that exceeds ten percent (10%) of the surety bond insurer's policyholders' surplus and contingency reserve, net of reinsurance, and
 - d. the claims-paying ability of the authorized insurance company is rated, at all relevant times, in the highest category by at least two nationally recognized rating agencies acceptable to the State Treasurer.
- B. A financial institution may substitute different forms of collateral from time to time, provided that the collateral is acceptable to the treasurer, and meets the requirements of this section and the rules of the State Treasurer.

Added by Laws 2000, c. 136, § 12, eff. July 1, 2000.

62 O.S. § 517.6

§ 517.6. Insolvency of Public Depository – Procedures - Forfeiture

In the event of a default or insolvency of a public depository, the treasurer of a public entity shall implement the following procedures:

1. In cooperation with the State Department of Banking and other regulatory officials, the treasurer shall ascertain the amount of public funds on deposit at the defaulting institution and the amount of deposit insurance applicable to such deposit;
2. The potential loss to the public entity shall be calculated by the treasurer. The loss to the public entity shall be satisfied, insofar as possible, first through any applicable deposit

insurance and then through the sale of securities pledged, or through the proceeds of collateral instruments pledged, by the defaulting depository institution. Such sales shall be conducted by the treasurer;

3. The securities, bonds or other forms of collateral shall become forfeited to and become the property of the public entity. If the securities, bonds or other forms of collateral are valued at less than the amount of principal and interest due to the public entity plus the cost of the ensuing sale, the securities, bonds and other forms of collateral shall be sold by the treasurer, and the treasurer shall be entitled to recover from the financial institution such balances with costs and attorney's fees. If the market value of the securities, bonds or other forms of collateral exceeds the principal and interest due to the public entity plus the cost of the ensuing sale, the securities, bonds and other forms of collateral may be sold by the treasurer and the excess of the proceeds shall be returned to the pledging financial institution or its receiver, without further process of law.

Added by Laws 2000, c. 136, § 13, eff. July 1, 2000.

62 O.S. § 517.7

§ 517.7. Liability of treasurer of public entity

When public deposits are made in accordance with the Security for Local Public Deposits Act, the treasurer of a public entity shall not be liable for any loss resulting from the default or insolvency of a public depository in the absence of negligence, malfeasance, misfeasance or nonfeasance on the part of the treasurer.

Added by Laws 2000, c. 136, § 14, eff. July 1, 2000.

ATTACHMENT 2

OKLAHOMA ADMINISTRATIVE CODE Title 735 State Treasurer Chapter 20 Security for Local Entity Deposits 20-1-10. Acceptance of federal agency letters of credit to secure deposits

Public entities may accept letters of credit (LOC's) from any Federal Home Loan Bank ("FHLB") within the Federal Home Loan Bank System as a collateral instrument to secure public entity funds on deposit with financial institutions. Each LOC shall be in a form and shall contain such terms as shall be acceptable to OST and the public entity. Such LOC's must be unconditional, standby letters of credit which designate the public entity as the irrevocable and unconditional beneficiary of the LOC. To remain qualified as an issuer of an LOC, the obligations of the issuing FHLB must be rated and remain rated in the highest rating category of at least one of the nationally recognized rating agencies acceptable to the public entity. The issuing FHLB may not provide LOC's for any one financial institution with public entity funds on deposit which exceed twenty percent (20%) of the issuing FHLB's capital and surplus. The financial institutions which use LOC's to secure public entity deposits shall be solely responsible for the cost of securing an LOC.

[Source: Added at 16 Ok Reg 1275, eff 5-13-99; Amended at 18 Ok Reg 2857, eff 7-1-01; Amended at 33 Ok Reg 1851, eff 10-1-16]

ATTACHMENT 3

GLOSSARY OF TERMS

Agencies: Also called federal agency securities. A security issued by a federal agency or certain federally chartered entities (often referred to as government-sponsored enterprises or GSEs).

Amortization: The systematic reduction of the amount owed on a debt issue through periodic payments of principal.

Asked Price: The price at which securities are offered to a potential buyer; the price sellers offer to take.

Basis Point: One-hundredth of a percent (.01%) used to express yield differentials.

Bid Price: The price that is offered to an owner to sell a particular security; or to submit a price one is willing to pay for a security.

Broker: A broker brings buyers and sellers together for a commission.

Certificate of Deposit (CD): A time deposit with a specific maturity evidenced by a certificate. Large denomination CD's are typically negotiable.

Collateral: Securities pledged by a financial institution to secure public fund deposits.

Coupon: The annual interest rate on a bond's (or notes) face value that the issuer promises to pay to the bondholder; or the physical certificate attached to a bond evidencing interest due on a payment date.

Credit Risk: The risk of loss due to the failure of the security issuer or backer.

Dealer: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Debenture: A bond secured only by the general credit of the issuer.

Delivery versus Payment (DVP): There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

Direct Obligations: A security issued by an agency backed by the full faith and credit of the agency (Direct obligations of the U.S. Government are defined as issues of the Treasury Department only).

Discount: The difference between face value and the selling price of an issue for issues selling below par.

Discount Securities: Non-interest bearing money market instruments that are issued at discount and redeemed at maturity for full face value, e.g. U.S. Treasury Bills.

Diversification: Dividing investment funds among a variety of securities offering independent returns.

Federal Deposit Insurance Corporation (FDIC): A federal agency that insures bank deposits, currently up to \$250,000 per deposit.

Federal Credit Agencies: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals.

Federal Farm Credit Bank (FFCB) – A common issuer of agency securities; FFCB is part of the Farm Credit System, a nationwide network of borrower-owned institutions that lend to agricultural and rural America. The System was created in 1916 and is the oldest Government-sponsored enterprise (GSE). Unlike commercial banks, System banks do not take deposits. Instead, funds for loans are obtained through the issuance of FFCB securities. Common FFCB securities include discount notes, debentures, and callable notes.

Federal Home Loan Banks (FHLB): One of the Federal Agencies. A government sponsored enterprise (GSE), consisting of wholesale banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The mission of the FHLB is to liquefy the housing related assets of its members who must purchase stock in their district Bank. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its “global note” and “TAP” programs.

Federal Home Loan Mortgage Corporation (FHLMC): the Federal Home Loan Mortgage Corporation (FHLMC) commonly referred to as “Freddie Mac” was created in 1970 to assist its sister company Fannie Mae by purchasing mortgage loans in the secondary market, pooling them together, and selling them to investors in the form of a mortgage-backed security. By providing a secondary market for home loans, Freddie Mac increases the amount of money available for mortgage lending. Like Fannie Mae, Freddie Mac issues debt to finance its purchases in maturity ranges from one-day to 30 years. Common FHLMC securities include discount notes, debentures, callable notes and step-up bonds. Its long-term senior debt rating is also AA+/AAA, and in September 2008 it too was placed under Federal government conservatorship as a result of a significant decline in the underlying market value of the mortgage loans it held and guaranteed.

Federal National Mortgage Association (FNMA): the Federal National Mortgage Association (FNMA) commonly referred to as “Fannie Mae,” was created in 1938 during the Great Depression

to provide a secondary market for mortgage loans by purchasing groups of loans from lenders and packaging them into pools of mortgage-backed securities that can then be sold to investors. To facilitate this process, Fannie Mae issues debt in maturity ranges from one-day to 30 years that it markets primarily to institutional investors. Common FNMA securities include discount notes, debentures, callable notes and step-up bonds. The company's long-term senior debt is currently rated AA+ by S&P and AAA by Fitch. Although Fannie Mae had operated as a private company since 1968, it was placed under Federal government conservatorship in September 2008 as a result of a significant decline in the underlying market value of the mortgage loans it held and guaranteed.

Federal Reserve System: The central bank of the United State created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

Full Faith and Credit: The unconditional guarantee of payment of an obligation by an agency.

Government National Mortgage Association (GNMA OR Ginnie Mae): GNMA buys Veterans Administration, Farmers Home Administration and Federal Housing Administration mortgages, then issues securities that are secured by pools of the underlying mortgages. An investor in this type of investment receives monthly payments of principal and interest that represent monthly mortgage payments by homeowners. GNMA's are guaranteed by the full faith and credit of the U.S. Government unlike other agency mortgage-backed securities.

Government Sponsored Enterprise (GSE): Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. Government, but they are not direct obligations of the U.S. Government. For this reason, these securities will typically offer a yield premium over Treasuries. Examples of GSEs include: FHLB, FHLMC, and FNMA.

Interest Rate Risk: The risk that the market value of securities in the portfolio will fall due to changes in general interest rates.

Investment Company Act of 1940: Federal legislation which sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

Investment Portfolio: The collection of securities held by an investor for gaining a financial return.

Liquidity: The ability to convert a security or securities into cash within a short period, with a minimal risk of loss of principal. A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value.

Market Value: The price at which a security is trading and could presumably be purchased or sold on a given day.

Master Repurchase Agreement: A written contract covering all future transactions between the parties to repurchase--reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer- lender to liquidate the underlying securities in the event of default by the seller-borrower.

Maturity: Date at which the principal becomes due and payable in full to the holder a security.

Money Market: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

Money Market Mutual Fund: Mutual funds that invest solely in money market instruments.

Offer: The price asked by a seller of securities. (When you are buying securities, you ask for an offer).

Par Amount: The face value of a security, shown on the face of the document in a specific dollar amount, also the amount due at maturity.

Pledged Securities: Securities owned by a financial institution, which are pledged as collateral for funds deposited or securities purchased by the RTA.

Portfolio: Collection for securities held by an investor.

Prospectus: A legal document that must be provided to any prospective purchaser of a new securities offering registered with the SEC.

Prudent Person Standard Rule: Investment shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. See 62 O.S. § 348.3(C).

Quote: The offer to buy or to sell a security at a particular price.

Rate of Return: The yield obtainable on security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond the current income return.

Repurchase Agreement (REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate for this. Dealers use repos extensively to finance their positions. Exception: When the Fed is said to be doing Repos, it is lending money that is, increasing bank reserves.

Reverse Repurchase Agreement: A repurchase agreement initiated by the lender of funds.

Rule 2a-7 of the Investment Company Act: Applies to all money market mutual funds and mandates such funds to maintain certain standards, including a 397-day maturity limit, maximum weighted average life of 120 days, and a 60-day average maturity on investments.

Safekeeping: A service offered by financial institutions in which investments are held on the institution's premises (such as in a vault) for protection.

Secondary Market: A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities: Documents that can be traded for value; an instrument of ownership or debt used to finance government and corporate entities.

Securities and Exchange Commission: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

Sinking Fund: Money accumulated on a regular basis in a separate custodial account that is used to redeem debt securities or preferred stock issues.

Spread: The difference between the current buy and sell price for a given security, or between yields on similar securities - the additional yield offered over and above yields on Treasury securities to the same maturity date, expressed in basis points, that can be earned by investing in non-Treasury securities. When buying an agency, the offer will typically be presented in term of “spread to the comparable Treasury issue.” For example, a two-year agency bullet may be offered at “plus 25 to the Treasury.” What this means is that if the two-year Treasury note were yielding 1.00%, the agency would be offered 25 basis points higher to yield 1.25%.

State and Local Government Series (SLGS) Securities: Securities offered by the Division of Special Investments, Bureau of the Public Debt of the United States Treasury, to state and local government entities as an investment alternative to comply with yield restriction and arbitrage rebate provisions of the Internal Revenue Code and United States Treasury regulations. SLGS may be purchased as time deposit securities or demand deposit securities in a minimum amount of \$1,000, or in any larger amount, in increments of not less than \$1.00 for time deposit securities and in any increments over the \$1,000 minimum for demand deposit securities.

Treasury Bills: A non-interest-bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

Treasury Bonds: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

Treasury Notes: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from two to 10 years.

Volatility: A degree of fluctuation in the price and valuation of securities.

Volatility Risk Rating: A rating system to clearly indicate the level of volatility and other non- credit risks associated with securities and certain bond funds.

Weighted Average Maturity (WAM): The average maturity of all the securities that comprise a portfolio.

Yield: The rate of annual income return on an investment expressed as a percentage. (a) **Income Yield** is obtained by dividing the current dollar income by the current market price for the security. (b) **Net Yield or Yield to Maturity** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

Yield Curve: A graph showing the relationship at any given point in time between yield and current maturity.

Yield to Maturity: The rate of return yielded by a debt security held to maturity when both interest payments and the investor's capital gain or loss on the security are taken into account.

Zero Coupons Securities: Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.

ATTACHMENT 4

CERTIFICATION

I am a registered principal or authorized representative of _____ (the "Firm"). The Firm is a registered dealer under the Securities Exchange Act of 1934 (the "Act"), and a member of the Financial Industry Regulatory Authority ("FINRA").

I acknowledge receipt of the Investment Policy of the Regional Transportation Authority of Central Oklahoma (RTA), dated _____, and that I have provided each current licensed member of the sales personnel who perform investment services for the RTA with a copy of the Investment Policy and have instructed these professionals to familiarize themselves with the terms of the policy. The Firm has established and implemented reasonable procedures and controls designed to prevent investment transactions between the Firm and the RTA that are not authorized under the RTA's Investment Policy, except to the extent that this authorization is dependent on an analysis of the composition of the entity's entire portfolio.

As a FINRA registered dealer, the Firm is subject to the regulations of the Securities and Exchange Commission ("SEC") and the Rules of Fair Practices of FINRA. Those rules establish requirements for, among other things, net capital, reserves and custody of customer securities, and suitability of investment recommendations. Additionally, they also strictly prohibit the use of fraudulent and deceptive practices in the conduct of business.

The Firm maintains extensive internal procedures designed to ensure compliance with the regulations of the SEC, FINRA, and other regulatory bodies having jurisdiction. Oversight of the Firm's compliance with these rules will be monitored by FINRA-licensed supervisory principals and its Compliance Department. This compliance framework is subject to regular audits by both internal and outside auditors.

Name _____

Title _____

APPROVED by the Directors and SIGNED by the Chairperson of the Regional
Transportation Authority of Central Oklahoma, this 20th day of August 2025.

ATTEST:



Chuck R. Thomas
Secretary

REGIONAL TRANSPORTATION
AUTHORITY OF CENTRAL
OKLAHOMA

Brad Henry
Brad Henry, Chairperson

REVIEWED for form and legality

Jonathan Garcia
Assistant Municipal Counselor

TO: Chairman and Board of Directors

FROM: Interim Executive Director

Consider receiving Financial Capacity, Technical Capacity and Legal Capacity reports as part of the Regional Transportation Authority of Central Oklahoma's Federal Transit Administration Direct Recipient application.

Background The following reports were developed by Jacobs Engineering as part of their contract to complete the Regional Transportation Authority of Central Oklahoma 's (RTA) Direct Recipient application with the Federal Transit Administration.

Financial Capacity Report

The New Recipient Application process requires that a recipient must have financial systems, policies, and procedures in place to be eligible for funding through the FTA. The Financial Capacity report details the RTA's financial management system to be able to manage grant awards and includes a questionnaire, current fiscal year operating budget, past three years of independent audit reports, financial policies and procedures, and a 3–5-year financial plan in order to assess a new recipient's financial capacity and compliance with federal financial management standards.

Technical Capacity Report

To qualify for FTA funding, first-time applicants must demonstrate technical capacity—the ability to manage and execute federally funded projects in compliance with all applicable laws, regulations, and award terms. This documentation helps FTA assess whether the applicant is prepared to successfully manage and complete federally funded transit projects. The Technical Capacity report includes responses to a questionnaire providing insight into the applicant's current services and internal procedures for complying with FTA requirements. An Organizational Chart is also included showing which roles are responsible for key functions

Legal Capacity Report

To qualify for FTA funding, first-time applicants must demonstrate legal capacity, demonstrating the applicant has, or will have, the legal capacity to carry out any FTA funded projects. The Legal Capacity report provides the required documentation including the Opinion of Counsel – a formal legal statement confirming the applicant's authority to apply for FTA funds – and an Authorizing Resolution confirming the designated officials have the authority to apply for, receive, and manage FTA funds.

Recommendation: Receive Financial Capacity, Technical Capacity and Legal Capacity Reports.

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

Jason Ferbrache
Interim Executive Director

RTA New Recipient Submittal Application

Financial Capacity Table of Contents

| Category | New Recipient Application | Status |
|--------------------|---|--------|
| Financial Capacity | 6. Answers to Sample Financial Capacity Questions (Appendix B) | |
| | 7. Current Year Operating and Capital Budgets | |
| | 8. Three Years of A-133 Reports | |
| | 9. Policies and Procedures | |
| | Grants Financial Management | |
| | Procurement | |
| | Cash Management | |
| | Budget | |
| | Accounts Payable | |
| | Payroll Processing | |
| | Period-End Procedures (General Ledger) | |
| | Preventive Maintenance | |
| | Project Management Approach | |
| | Maintaining an infrastructure for the Development of Cost Allocation Plans (CAPS) or indirect Cost Rate Proposals (ICRPS) | |
| | Accounting for Fuel Utilizations | |
| | Accounting Operations and Finance Operations | |
| | Fixed Assets | |
| | 10. 3-5 Year Financial Plan | |

| | |
|--|---|
| | Completed/Enclosed in application |
| | To be developed under future implementation phase/In the process of development |
| | Not Applicable |

6. Answers to Financial Capacity Questions

| | |
|-----------------|----------|
| Version | 1 |
| Date | TBD |
| Status | Enclosed |
| Comments | |

APPENDIX B: FINANCIAL CAPACITY QUESTIONS

1. Please provide a brief history of the transit agency.

In 2015, six local mayors (the City of Norman, Oklahoma City, City of Moore, Midwest City, Del City, and the City of Edmond), and the Association of Central Oklahoma Governments (ACOG) signed a historic memorandum of understanding to create a Regional Transit Authority Task Force for Central Oklahoma. This task force was charged with developing the RTA for the region.

From 2016 to 2018, the task force worked on RTA development, including governance models, board representation and structure, voting protocols, district boundaries and more. In late 2018, ACOG collaborated with the six City Councils to approve the Trust Agreement and Indenture creating the Regional Transportation Authority of Central Oklahoma (RTA). All six cities approved the documents and in January 2019, the RTA was officially formed. Directors were selected to serve on the RTA board. A celebration was held at Santa Fe Station to commemorate the signing of the trust agreement and indenture.

The RTA was created as a regional independent government agency pursuant to Title 60 of the Oklahoma Statutes section 176, et seq., and Title 68, Oklahoma Statutes, § 1370.7, by the governing city council of Oklahoma City, Edmond, Norman, Moore, Midwest City, and Del City. However, the cities of Moore, Del City, and Midwest City formally withdrew from the RTA in 2022, prompting a restructuring of the organization and an update to the Trust Indenture.

The purpose of the RTA is to plan, establish, develop, acquire, own, install, repair, improve, maintain, equip, finance operate and regulate public transportation systems within the boundaries of the regional district of the RTA. This includes the purchase, lease, construction, installation, maintenance, and operation of buildings and other facilities necessary for servicing public transportation systems.

2. Is the prospective new recipient a "stand alone" agency with its own budget and audits, or is the agency part of another governmental agency (e.g., City or County government)? If the prospective new recipient is part of another governmental agency, please describe the relationship.

The RTA is a standalone agency with its own budget and independent audits. To achieve operational and cost efficiencies, the RTA has not yet hired staff to provide the support services needed to implement its current plan of work. Instead, on January 29, 2020, the RTA entered into an agreement with the Central Oklahoma Transportation and Parking Authority (COTPA), also known as EMBARK, to provide interim administrative services. Under this agreement, the City Manager's Surrogate Trustee serving on the COTPA Board serves as the RTA Interim Executive Director, and COTPA personnel support functions such as policy development, financial services, administration, public information, marketing, community relations, technology, and record keeping. Through this MoU, the City of Oklahoma City's Accounting Services Division, which supports COTPA, also provides accounting services to the RTA.

3. Please describe the current financial status of the transit agency.

As of June 30, 2024, the RTA recorded a net position of \$0, indicating total assets equal to total liabilities. Current assets increased by \$498,978 from June 30, 2023, to \$1,496,332 during fiscal year 2024 indicating a 50% increase. Cash increased by \$448,506 due to contributions from member cities, offset by payments for consulting and administration services to perform initial functions and planning for RTA operations and strategies. Intergovernmental receivables increased \$50,472. In 2024, total liabilities increased by \$498,987, primarily due to an increase in unearned revenue of \$529,879, offset by a decrease in accounts payable of \$38,576 showing a 50%. Total liabilities decreased by \$222,375 in 2023 primarily due to a decrease in unearned revenue of \$226,927.

Regarding revenues and expenses, in 2024 RTA had a net increase of \$743,479 from \$1,603,272 in 2023 to \$2,346,751 in 2024 primarily due to an increase of \$416,778 from the recognition of contribution revenues applied to consulting and administrative services and an increase of \$326,701 in Federal Transit Administration funds received. Compared to 2024, the authority reported a net increase of \$396,894 in 2023. The increase was primarily due to an increase of \$309,582 due to the recognition of

contribution revenue applied to consulting and administrative services and an increase of \$87,312 in Federal Transit Administration funds received.

In 2024, program expenses increased by \$743,479 from \$1,603,272 in 2023 to \$2,346,751 in 2024 primarily related to an increase of \$748,422 in professional and consulting services. In 2023, program expenses increased \$396,894 primarily related to an increase in professional consulting services.

4. What are the recipient's sources of non-FTA funding for operating and capital expenses?

RTA's sources of non-FTA funds are local contributions received from the member cities (City of Oklahoma City, City of Norman, and City of Edmond).

5. Is there any pending legislation or "sunset" provision in existing legislation that could affect the recipient's sources of state or local funding or financial capacity?

No, there is no pending legislation or sunset provisions in existing legislation that could affect RTA's financial capacity.

6. In the next few years, does the recipient anticipate any significant changes in the levels of local funding for transit, or the current transit service?

In 2014, Oklahoma passed HB 2480, which ensured that the RTA had the flexibility to draw tax boundaries by precinct, city, and county. Currently, RTA is targeting an election in 2027 for its member cities to vote and allocate a permanent portion of each city's sales tax collection towards a commuter rail project. If approved, this will provide dedicated funds for the RTA and potentially increase the level of local funding towards regional transportation projects.

7. Does the prospective recipient have any unfunded operating or capital deficits or liabilities? If so, what are the amounts, nature, and forecast of these deficits/liabilities?

RTA does not have any unfunded operating or capital deficits or liabilities.

8. Please describe how the agency is working with the State Department of Transportation and local Metropolitan Planning Organization to ensure projects are included in the Transportation Improvement Plan (TIP) and State Transportation Improvement Plan (STIP). Describe the public participation process used by the agency.

RTA collaborates closely with the Oklahoma Department of Transportation (ODOT) and ACOG to ensure projects are included in the Transportation Improvement Plan (TIP) and State Transportation Improvement Plan (STIP). The need for creating the RTA and the RTA's transit system plan, which identifies the Locally Preferred Alternatives (LPAs) for the region's main corridors, is based on four major studies:

- 2005 Fixed Guideway Study: Identified a 2030 System Plan Vision with enhanced bus services, Bus Rapid Transit (BRT), streetcar, and commuter rail corridors.
- 2011 Intermodal Transportation Hub Master Plan: Identified a centralized intermodal hub site to accommodate the fixed guideway system.
- 2015 Commuter Corridors Study: Analyzed corridors and recommended transit connections to Edmond, Norman, and Tinker Air Force Base.
- 2015 Encompass 2040 Metropolitan Transportation Plan: Outlined a \$10 billion investment in the transportation system over 25 years within the OCARTS area.

These studies, conducted by ODOT, ACOG, and EMBARK, have been instrumental in shaping the region's transit vision and ensuring alignment with TIP and STIP.

The RTA recognizes collaboration is an important element in the development of the region's transit system. With limited funding and diverse mobility needs, working together is essential to implement a transit system

that aligns with the region's needs, vision, and goals. As such, the RTA has consistently engaged with ODOT and ACOG throughout the development of the Regional Transit Systems Plan and in the alternative analysis for identifying the LPAs.

The public participation process used by the RTA includes the following:

- Public Meetings and Workshops: Advertised through various channels to gather community input.
- Online Platforms: Surveys, comment forms, and virtual town hall meetings for broader access.
- Collaboration with Community Organizations: Engaging diverse populations.
- Feedback Integration: Reviewing and incorporating public feedback into project plans.

Through these collaborative efforts and public participation processes, RTA ensures its projects align with regional transportation goals and community needs, facilitating their inclusion in the TIP and STIP.

RTA projects are not yet listed in the 2024–2027 TIP or STIP, as the agency is still in the planning and alternatives analysis phase. RTA is working closely with ACOG to align its projects with the region's long-range transportation plan, which is a prerequisite for TIP/STIP inclusion.

RTA New Recipient Submittal Application

Legal Capacity Table of Contents

| Category | New Recipient Application | Status |
|----------------|---|--------|
| Legal Capacity | 3. Opinion of Counsel | |
| | 4. Authorizing Resolution | |
| | 5. Designated Recipient Documentation (If applicable) | |

| | |
|--|---|
| | Completed/Enclosed in application |
| | To be developed under future implementation phase/In the process of development |
| | Not Applicable |

3. Opinion of Counsel

| | |
|-----------------|----------|
| Version | 1 |
| Date | TBD |
| Status | Enclosed |
| Comments | |

OPINION OF COUNSEL

June 23, 2025

Regional Transportation Authority of Central Oklahoma
Attn: Brad Henry, Chairman
2000 S May Avenue
Oklahoma City, OK 73108

Dear Chairman Henry:

This communication will serve as the requisite opinion of counsel to be filed with the Federal Transit Administration (FTA), United States Department of Transportation, in connection with the application of the Regional Transportation Authority of Central Oklahoma (RTA) for federal transportation assistance authorized by 49 U.S.C. Chapter 53; title 23, United States Code; and other federal statutes authorizing activities administered by the FTA.

I have reviewed the pertinent federal, state, and local laws, and I have concluded that there is no legal impediment to the RTA filing an application to become an FTA Direct Recipient for which the RTA seeks assistance.

The RTA is a jointly created transportation authority under Oklahoma law for the purpose of planning, financing, constructing, maintaining, and operating transportation projects within the boundaries of its beneficiary cities the Joint Creation of Transportation Authority- Authority to Levy Sales Tax 68 O.S. § 1370.7(B). The RTA is authorized under Oklahoma law to exercise any power reasonably included in authority expressly conferred in the RTA Trust Indenture. Trusts for Benefit of State, County or Municipality - Approval - Expenditures - Bylaws - Amendments - Indebtedness - Bonds - Contracts 60 O.S. §§ 176, 177.1; 1972 OK AG 291; *Shipp v. Southeastern Okla. Indus. Auth.*, 1972 OK 98, 23-26.

Among other things, the RTA Trust Indenture gives the RTA the following powers:

- All powers necessary or convenient to carry out the purposes of the Trust Indenture, which includes financing public transportation projects;
- The power to finance any of the public transportation systems and facilities determined by the RTA to be necessary for the benefit and development of its beneficiary cities;
- The power to enter into agreements of every kind;
- The power to accept a grant or loan; and
- The power to do all other acts in the RTA's judgment necessary or desirable for the proper and advantageous management and investment of the RTA.

None of these powers exceed those "authorized and proper" public functions of the RTA's beneficiary cities, 60 O.S. § 176, or those powers which the state legislature might authorize the RTA's beneficiary cities to exercise, 2007 OK AG 42, and none of these powers are otherwise prohibited by state law.

Therefore, the RTA is eligible and legally authorized to request, receive, and spend FTA funds to administer FTA-assisted projects.

Furthermore, there is no pending legislation or litigation or threatened litigation or other action which might in any way adversely affect the legal status of the RTA.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Minner', with a long horizontal flourish extending to the right.

Joshua M. Minner
Assistant Municipal Counselor
City of Oklahoma City

4. Authorizing Resolution

| | |
|----------|----------|
| Version | 1 |
| Date | TBD |
| Status | Enclosed |
| Comments | |



TO: Chairperson and Board of Directors

FROM: Interim Executive Director

Consider adopting a Resolution authorizing the Interim Executive Director to file an application with the Federal Transit Administration to become a direct recipient of for federal assistance on behalf of the Regional Transportation Authority of Central Oklahoma authorized by 49 U.S.C. Chapter 53, title 23, United States Code.

Background: The Federal Transit Administration (FTA) requires any new recipient to demonstrate legal authority to request, receive, and spend FTA funds. The resolution serves to confirm that the Interim Executive Director is empowered to act on behalf of the RTA in filing the necessary applications and executing related documents. This includes submitting the required annual certifications and assurances and entering into grant or cooperative agreements with the FTA.

This authorization is a one-time requirement for first-time applicants. Once the initial award is granted, future applications will rely on the annually submitted Certifications and Assurances.

Recommendation: Adopt the resolution.

Jason Ferbrache
Interim Executive Director

**Approval of Resolution Authorizing RTA Federal Transit
Administration Grant Recipient Status**

Fiscal Impact: Does not apply

Responsibility: Legal

Executive Summary: The Federal Transit Administration requires new recipients to demonstrate authorization to request, receive, and spend FTA funds. The authority of the Interim Executive Director acting on behalf of the Regional Transportation Authority of Central Oklahoma (RTA), generally, must be demonstrated by a resolution from the governing body of the award applicant, a statute, or an ordinance showing the award applicant has authority to file an official award application, showing who has the authority to act on behalf of the applicant, and supporting the application. A certified copy of the authorizing resolution is required for all FTA recipients. The recipient must only submit the authorizing resolution to FTA prior to the award of the recipient's first application. For subsequent award applications, FTA will rely on the annual Certifications and Assurances.

Procurement Summary: Does not apply

Disadvantaged Business Enterprise Program Summary: Does not apply

**RESOLUTION OF THE REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL
OKLAHOMA**

BOARD OF DIRECTORS

Resolution No. _____

Resolution authorizing the filing of applications with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for federal transportation assistance authorized by 49 U.S.C. Chapter 53; title 23, United States Code, or other federal statutes administered by the Federal Transit Administration.

WHEREAS, the Federal Transit Administrator has delegated authority to award federal financial assistance for a transportation project;

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the applicant, and may require the applicant to provide the local share of the project cost;

WHEREAS, the applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

NOW, THEREFORE, BE IT RESOLVED BY the Board of Directors of the Regional Transportation Authority of Central Oklahoma

1. That the Interim Executive Director is authorized to execute and file an application for federal assistance on behalf of the Regional Transportation Authority of Central Oklahoma with the Federal Transit Administration for federal assistance authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration.
2. That the Interim Executive Director is authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a federal assistance grant or cooperative agreement.
3. That the Interim Executive Director is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the Regional Transportation Authority of Central Oklahoma.

CERTIFICATION

The undersigned duly qualified Chairman of the Board of Directors, acting on behalf of the Regional Transportation Authority of Central Oklahoma, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the

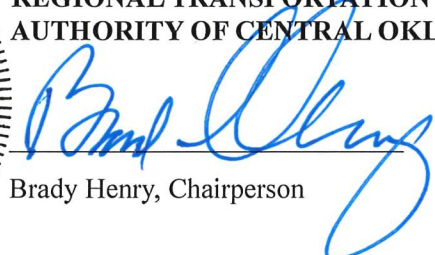
ADOPTED by the Directors and **SIGNED** by the Chairperson of the Regional Transportation Authority of Central Oklahoma this 16th day of July 2025.

ATTEST:


Secretary



**REGIONAL TRANSPORTATION
AUTHORITY OF CENTRAL OKLAHOMA**


Brady Henry, Chairperson

REVIEWED for form and legality


Assistant Municipal Counselor

**5. Designated Recipient Documentation
(If applicable)**

| | |
|----------|----------------|
| Version | 1 |
| Date | TBD |
| Status | Not Applicable |
| Comments | |

RTA New Recipient Submittal Application

Technical Capacity Table of Contents

| Category | New Recipient Application | Status |
|--------------------|--|--------|
| Technical Capacity | 11. Answers to Sample Technical Capacity Questions (Appendix C) <ul style="list-style-type: none">Attachment 1.1 - 2024 Transit System Plan UpdateAttachment 1.2 - 2023 North-South and East Corridors Adopted LPAsAttachment 1.3 - 2024 Airport and West Corridors Adopted LPAsAttachment 1.4 - Procurement Policies and Procedures | |
| | 12. Organizational Chart | |



Completed/Enclosed in application

To be developed under future implementation phase/In the process of development

Not Applicable

11. Answers to Technical Capacity Questions

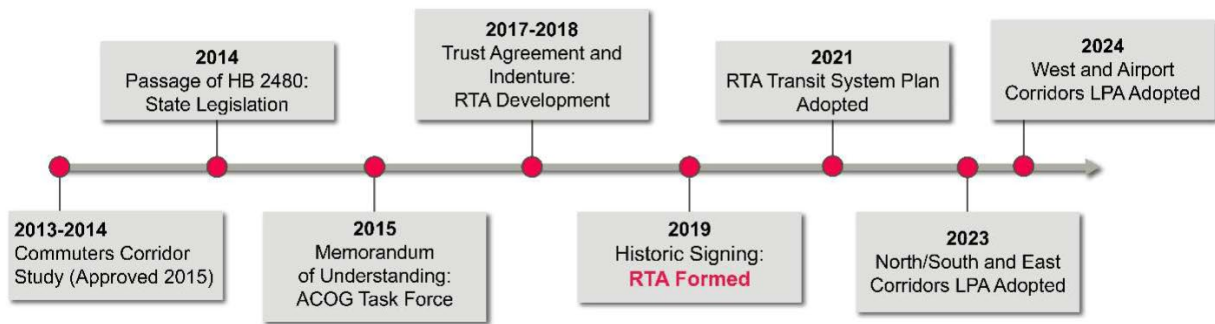
| | |
|-----------------|----------|
| Version | 1 |
| Date | TBD |
| Status | Enclosed |
| Comments | |

APPENDIX C: SAMPLE TECHNICAL CAPACITY QUESTIONS

1. Please describe the transit service provided by the recipient organization. Please include website, current route maps, a service brochure, and service characteristics such as ridership data, daily revenue miles, etc.

The Regional Transportation Authority of Central Oklahoma (RTA) does not currently operate a transit service. However, the RTA has been actively engaging the community in the development of several critical planning documents, demonstrating its technical capacity to evaluate, develop, and ultimately prepare to deliver a vision for high-capacity transit that provides important connections to the Central Oklahoma region. **Figure 1** shows the timeline of RTA's formation and recent planning activities.

Figure 1: Timeline of RTA



2021 – RTA Transit System Plan

Using prior work completed in the region and building upon community input received, the RTA adopted a Transit System Plan in 2021 that identified four key transit corridors (Attachment 1.1).

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

2023 – North-South and East Corridors LPAs Adopted

Following the adoption of the Transit System Plan (2021), the RTA began an Alternatives Analysis to analyze feasible transit types and station locations and selected two Locally Preferred Alternatives (LPA) for the North-South Corridor and the East Corridor (Attachment 1.2).

- North-South Corridor: The North-South Corridor LPA Recommendation is for Commuter Rail connecting Santa Fe Depot with North Edmond and South Norman via the Burlington Northern Santa Fe (BNSF) Corridor.
- The East Corridor LPA Recommendation is for Bus Rapid Transit (BRT) connecting Santa Fe Depot with Lancer Gate via Reno Avenue, Eastern Avenue, 29th Street, and Douglas Boulevard.

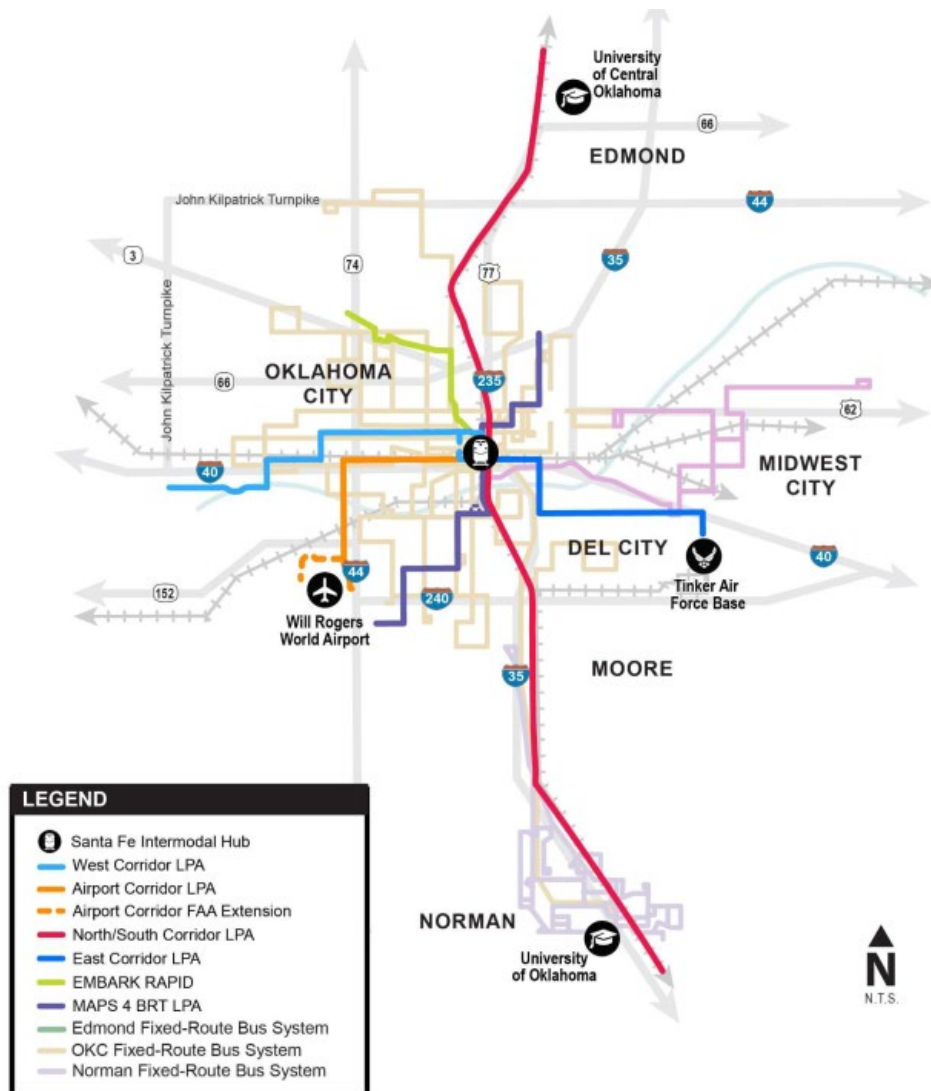
2024 – Airport and West Corridors LPAs Adopted

- **Airport Corridor (Light Rail):** Connecting Downtown Oklahoma City to Will Rogers World Airport via Reno Avenue and Meridian Avenue.
- **West Corridor (Bus Rapid Transit):** Connecting Downtown Oklahoma City to Western Oklahoma City via 10th Street, MacArthur Boulevard, Reno Avenue, Council Road, and 15th Street.

An alternatives analysis was conducted for the Airport and West Corridors and the RTA Board of Directors adopted the proposed LPAs in Spring 2024 (Attachment 1.3).

The four LPAs build upon the originally identified corridors by specifying an alignment and transit mode and are shown as part of the future regional network in **Figure 2**.

Figure 2: Future Transit System



Recently, the RTA of Central Oklahoma undertook a strategic branding initiative that helped clarify its identity, align with regional efforts, and build public trust. Through research, stakeholder engagement, and creative development, the agency crafted a compelling brand—complete with messaging, logo, and marketing strategy. In the coming months, the RTA will launch their new brand to the public and conduct public engagement to ensure the new brand tells RTA’s story to the public.

More information on these efforts can be found on the RTA’s website at <https://www.rtaok.org/>.

2. What type of FTA funding is being sought? Has this organization received FTA funds in the past (either directly or as a subrecipient)? How will this funding be used by the new recipient (i.e., what types of projects will be funded)?

The RTA is planning to seek a Full Funding Grant Agreement (FFGA) from the FTA’s Capital Investments Grant (CIG) Program. This funding will support the development of the Locally Preferred Alternative (LPA) for four corridors, specifying both alignment and transit mode. The grant(s) will be utilized for future phases of project development, including environmental and preliminary engineering studies, final design, vehicles, rolling cost acquisition, and construction of the LPAs. It is expected that the first corridor to be advanced into the FTA Project Development phase is a 38-mile commuter rail corridor connecting three cities in the urbanized area via nine stations and intermodal transit hub connecting to other transit including three BRT routes.

While the RTA has not received FTA funds directly, it has been a subrecipient of federal funds coordinated through the FTA, including the RAISE grant program in FFY2021 as well as Section 5307 Urbanized Area (UZA) Formula Funds. In both cases, the Central Oklahoma Transportation and Parking Authority (COTPA) was the designated recipient of the funds and the RTA was a subrecipient to COTPA. The RTA and COTPA formalized an arrangement through an agreement approved on July 1, 2020 establishing the RTA as a subrecipient. COTPA provided subrecipient monitoring and assisted with administering the Grant Agreements for both grants.

3. What office/individuals will be responsible for grant administration, including grant application development, grant management, and required FTA report submittals? Please include a description of the internal processes that will govern grant oversight, grant reporting, and grant closeout.

Central Oklahoma Transportation and Parking Authority (COTPA) will be responsible for grant administration and management. On January 29, 2020, RTA entered into Memorandum of Understanding (MOU) for Interim Administrative Services with COTPA to provide interim administrative services. This agreement was renewed on February 1, 2025, ensuring continued support. Under this agreement, services consist primarily of experienced personnel allocated to support policy development, financial services, administration, public information, marketing, community relations, technology support, procurement and record keeping. The COTPA Finance team currently responsible for grant management (grant oversight, grant reporting and grant closeout) will manage the grant process which is be guided by a grant management policy in compliance with FTA requirements. The internal processes that will govern grant oversight, grant reporting, and grant closeout within the grant management policy are summarized below and will be updated as appropriate as the RTA progresses through the New Starts process.

Grant Oversight

The RTA Interim Executive Director will work with COTPA's Grant Manager, RTA planning and engineering consultants, and COTPA Legal and Finance teams to ensure the program is compliant with FTA Grant Agreements and Cooperative Agreements, as well as applicable statutes, codes, ordinances, and safety standards.

Grant Reporting

The RTA's Interim Executive Director will oversee the preparation and submittal of all reports to the FTA and retain them to support FTA's internal reporting requirements. These will include Federal Financial Reports (FFRs), Indirect Cost Allocation Plans, Milestone Progress Reports, triennial Civil Rights compliance reports, DBE reports, and triennial Equal Employment Opportunity compliance reports.

Grant Closeout

The RTA's Interim Executive Director will oversee the closeout of Grant Awards within 90 days after the end of the period of performance, or after all approved activities are completed and/or the applicable federal assistance has been expended for all eligible costs. To initiate closeout, the Interim Executive Director or designee will electronically submit all required information in TrAMS.

- 4. Include a description of any capital grant projects the potential new recipient is sponsoring. Include the estimated cost for the projects. Will the new recipient use his own workforce for the capital grant projects?**

The RTA is not currently sponsoring any capital grant projects. However, with a Capital Investments Grant Program funding award, the RTA anticipates constructing a 38-mile commuter rail system. To deliver this project the RTA anticipates using RTA employees, technical expertise from COTPA as provided for in the previously mentioned Interim Administrative Services MOU, contractors, and consultants for the project.

- 5. Please provide a description of the processes the potential new recipient will or has instituted to ensure adequate technical oversight of capital projects such as construction, rolling stock and technology projects.**

The RTA's Interim Executive Director previously served for nearly 11 years as the Administrator and Director of the Central Oklahoma Transportation and Parking Authority (COTPA), where he successfully managed all aspects of the agency, including multiple FTA-funded projects, such as a BUILD grant, that led to the construction and operation of Oklahoma City's first Bus Rapid Transit (BRT) line.

Although a new Administrator now leads COTPA, the Interim Executive Director continues to maintain oversight and strategic influence over the organization. This allows him to leverage COTPA's institutional knowledge and experienced staff to support, train, and equip the RTA's future employees as they are hired to advance project delivery.

Additionally, the RTA will engage with a program management consultant, retain individual technical consultants, and collaborate with the FTA-designated PMO consultant for technical oversight of design, construction and rolling stock acquisition. During the project development stage, the RTA will establish project controls for scheduling, cost controls, and document management.

The RTA will also develop a separate Operations & Maintenance (O&M) agreement for projects, as needed, that will establish protocols for achieving the desired level of service and state of good repair.

As the RTA pursues CIG funding, a Project Management Plan will be prepared pursuant to Oversight Procedure 20 and reviewed with the FTA.

6. How will the new recipient monitor subrecipients, transit management or service contractors, and/or lessees to ensure compliance with FTA requirements (refer to the Comprehensive Review Manual)?

The RTA does not anticipate any subrecipients, however if in the future subrecipients are identified, the RTA will establish a subrecipient agreement which will require subrecipients to understand and adhere to all federal requirements. In addition, the RTA will conduct routine monitoring, document these efforts as required by the FTA, and make them available for review during the Triennial Review process.

The RTA will follow the compliance requirements in FTA's FY2025 Contractors Manual, FTA Best Practices Procurement, Lessons Learned Manual 2016, and Third-Party Contracting Guidance (Circular 4220.1F) to ensure compliance with federal contracting requirements.

The RTA will continue to work closely with consultants and internal subject matter experts at COTPA to mitigate risks of all projects. Also, as a direct grant recipient, the RTA understands its fiduciary responsibilities and the need to maintain oversight during the operating phase of all projects.

7. How will the new recipient ensure the satisfactory continuing control of FTA funded real property and capital assets?

The RTA will acquire the necessary right-of-way for the construction and operation of all projects, including guideways, maintenance facilities, and other infrastructure needs. The RTA will acquire real property following the Uniform Relocation Assistance and Real Property Acquisition Policies Act and the FTA requirements for real property acquisitions.

The RTA will ensure satisfactory continuing control by purchasing an easement for all property that it will utilize for the purposes of commuter rail. It is anticipated that CIG funds will be used to cover easement costs and make infrastructure improvements within the corridor. Additionally, RTA will enter into agreements with its member cities to utilize public right-of-way for the use and maintenance of all project guideways. These measures will ensure ongoing control and compliance with FTA standards.

8. Please describe in detail the maintenance plans for capital assets. A copy of the written maintenance program/plan should be provided as well.

As plans and specifications for vehicles, systems, and project design are advanced, the RTA will hire and train required maintenance personnel and/or enter into maintenance agreements with BNSF, the owner of the commuter rail corridor. These agreements will also govern the processes for operational and safety certification and asset commissioning. Maintenance activities including preventive care,

repairs, and component replacements are tracked in the asset management system, with all associated costs recorded in the period in which they are incurred. The RTA Board of Directors is provided with comprehensive asset transaction data, including purchases, trade-ins, retirements, donations, and construction finalizations.

RTA does not currently operate transit service and therefore does not have a maintenance program/plan yet. Since maintenance plans are typically tied to managing vehicles, equipment, or infrastructure, RTA will create and submit this documentation to the FTA at a future date—once the RTA begins operating transit services and acquires capital assets (like buses, facilities, etc.).

9. If applicable, how will the new recipient conduct maintenance oversight of subrecipients, contractors, or lessees?

As the RTA does not currently operate transit service, it does not yet have maintenance oversight procedures in place. However, the RTA anticipates working with contractors in the future and is committed to developing a comprehensive maintenance oversight program that aligns with all applicable FTA regulatory requirements.

Once service operations and capital assets are established, the RTA will implement formal procedures to monitor and ensure that contractors, subrecipients, and lessees maintain assets in accordance with FTA standards. This will include regular reporting, inspections, and compliance reviews to ensure things like safety, reliability, and accountability.

10. Please describe the new recipient’s procurement policies and procedures required when utilizing FTA funding. A copy of the written policies and procedures should also be provided.

The RTA’s Procurement Procedures Manual and Procurement Policy (Attachment 1.4) was adopted by the RTA Board of Directors on October 16, 2019. These documents abide by applicable federal, state, and local guidelines that govern procurement processes.

This Procurement Procedures Manual and Procurement Policy is intended to serve the RTA as a user-friendly, step-by-step guide for successful procurement practices in securing bids and proposals to make:

- Micro-Purchases
- Small Purchases,
- Large Purchases
- Sole Source Purchases, and
- Single-Bid Purchases

The Procurement Procedures Manual establishes guidelines and minimum standards that RTA will use to process third-party contracts. This manual is designed to help RTA comply FTA standards, ensuring competitive bidding through full and open competition and equitable treatment of all potential sources for purchases made with funding from federal, state, and local governments.

Competitive proposals and sealed bid transactions will be conducted to provide maximum open and free competition, consistent with FTA Circular 4220.1F "Third Party Contracting Guidance" and Department of Transportation 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments."

For contracts and procurements involving federal funds, the applicable federal regulations, as amended from time to time, will apply. The RTA incorporates the following documents into its Procurement Policy:

- FTA Circular 4220.1F, “Third Party Contracting Guidance,
- FTA Best Practices Procurement Manual
- FTA Master Agreement
- Code of Federal Regulations (CFR)
- Federal Acquisition Regulation
- United States Code

11. Will the new recipient utilize FTA funds to support contracts for transit operations and/or management services? If yes, please describe the procurement process for these contracts.

Not at this time. The RTA’s operational expenses are expected to be funded primarily through a proposed dedicated local sales tax, which will be subject to voter approval in an upcoming election. If passed, this sales tax is anticipated to fund all operating costs. Nonetheless, any contracted transit operations or management services will be procured to meet Federal purchasing requirements. Should FTA funds be used for contracted operations, all contracts will be executed in a manner to satisfy FTA requirements.

ATTACHMENT 1.1 – 2024 Transit System Plan Update



Regional Transportation Authority
of Central Oklahoma

RTA of Central Oklahoma Transit System Plan: Regional Corridors

Adopted on April 21, 2021

Updated on July 15, 2024

Prepared by
Kimley»Horn

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RTA of Central Oklahoma Transit System Plan: Regional Corridors

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

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

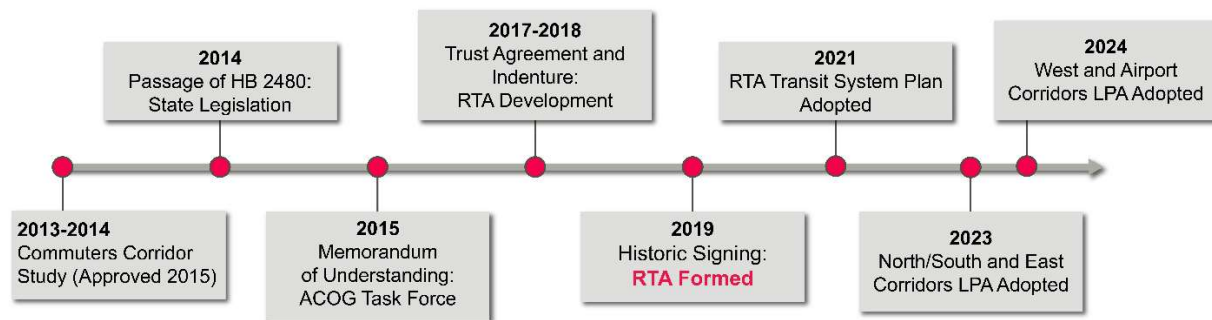
About the RTA

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

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

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

Figure 1. Timeline of RTA



Process

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

Figure 2. Transit System Plan Implementation Process



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

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

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

Review of Prior Work

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

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

Table 1. Review of Prior Work

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

Collaborating with Our Partners

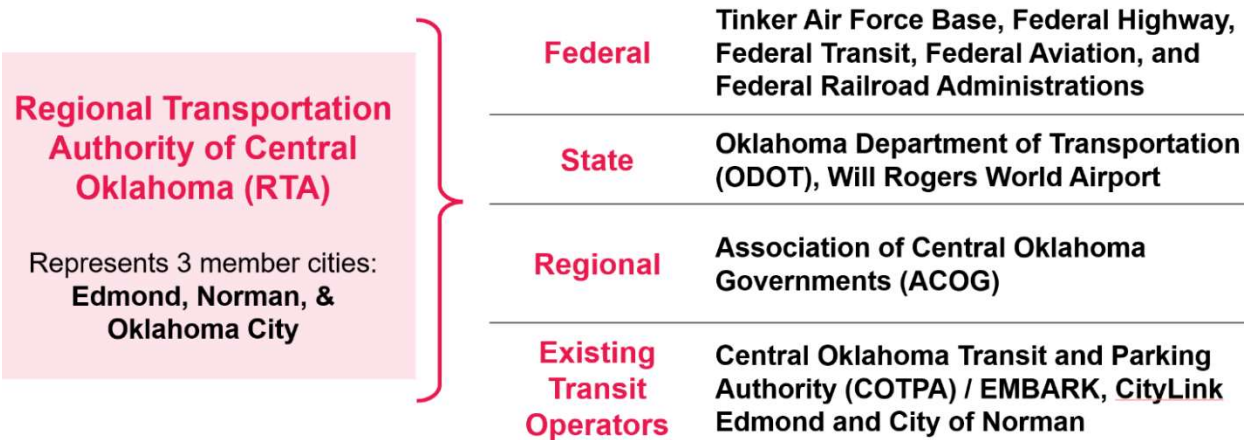
Collaboration is an important element in the development of the region's transit system. With limited funding and a diverse range of mobility needs for the region, working together is critical to implement a transit system that aligns with the region's needs, vision, and goals.

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

³ Central Oklahoma Transportation and Parking Authority (COTPA)

⁴ Association of Central Oklahoma Governments (ACOG)

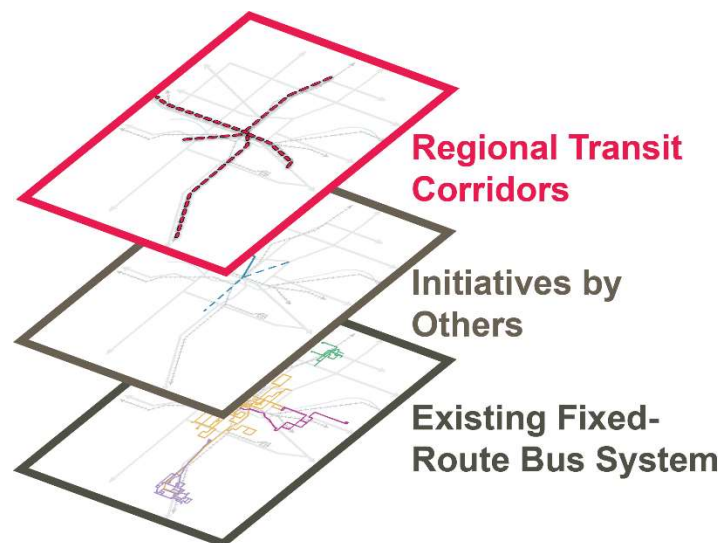
Figure 3. RTA's Partners



Transit Framework

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

Figure 4. Transit Framework



Existing Fixed-Route Bus System

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

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

Initiatives by Other Partners

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

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

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

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

Figure 5. Existing Fixed-Route Bus Transit System

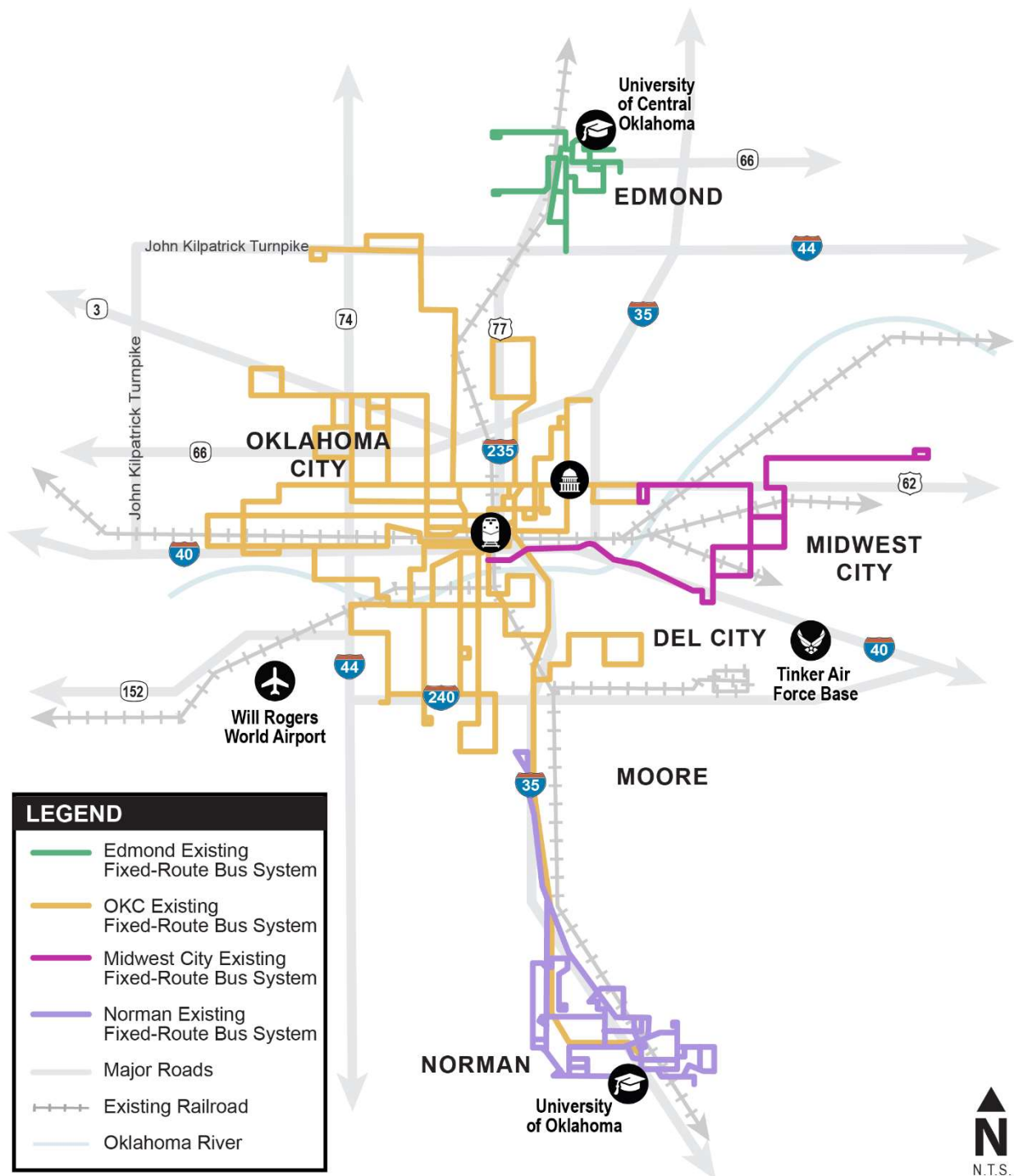
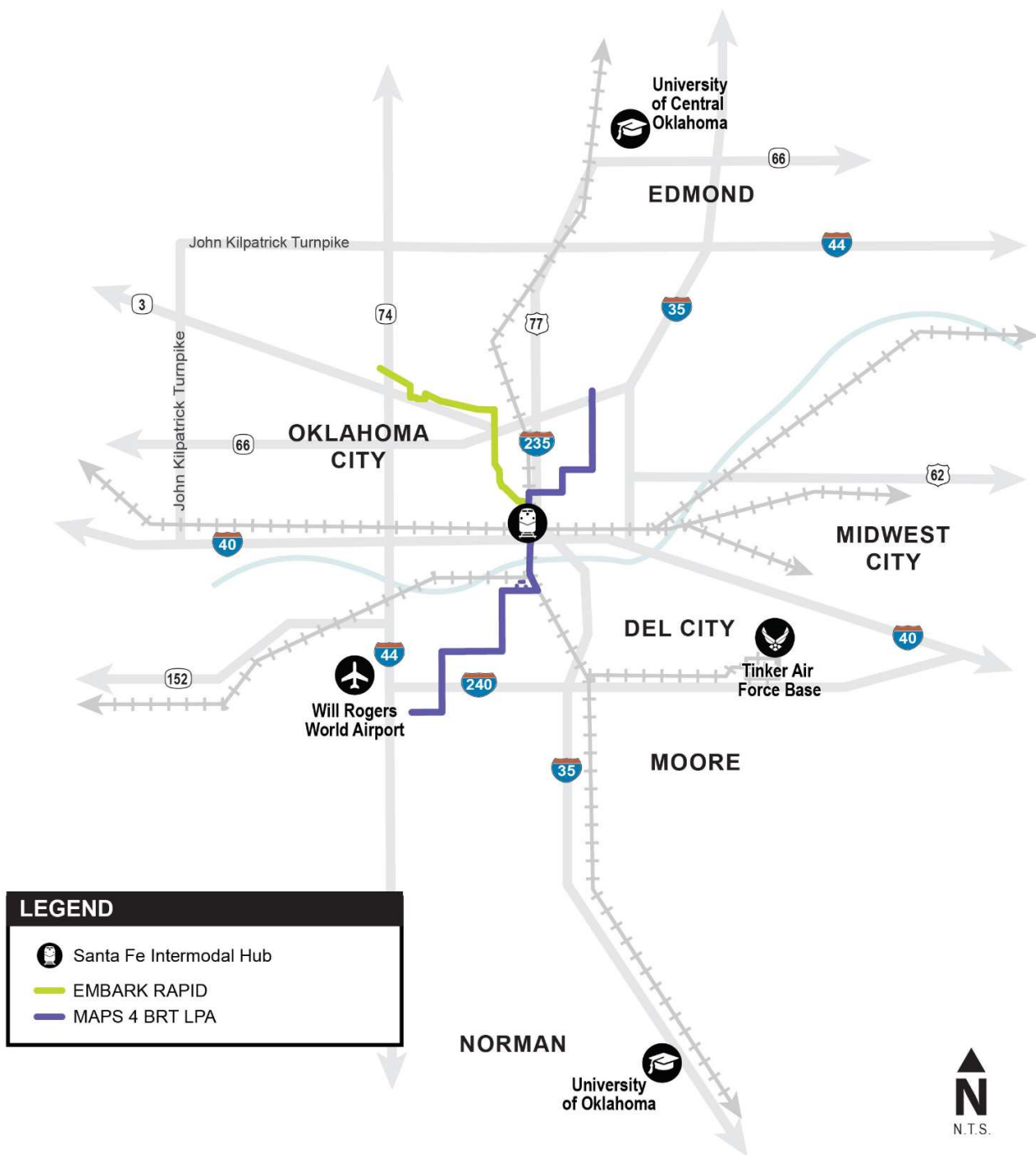


Figure 6. Initiatives by Others



Transit System Vision – Our Goals

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



Mobility & Connectivity

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



Equity & Accessibility

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



Economic & Workforce Development

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



Sustainability & Viability

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

Regional Transit Corridors

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

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

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

Locally Preferred Alternatives (July 2024 Update)

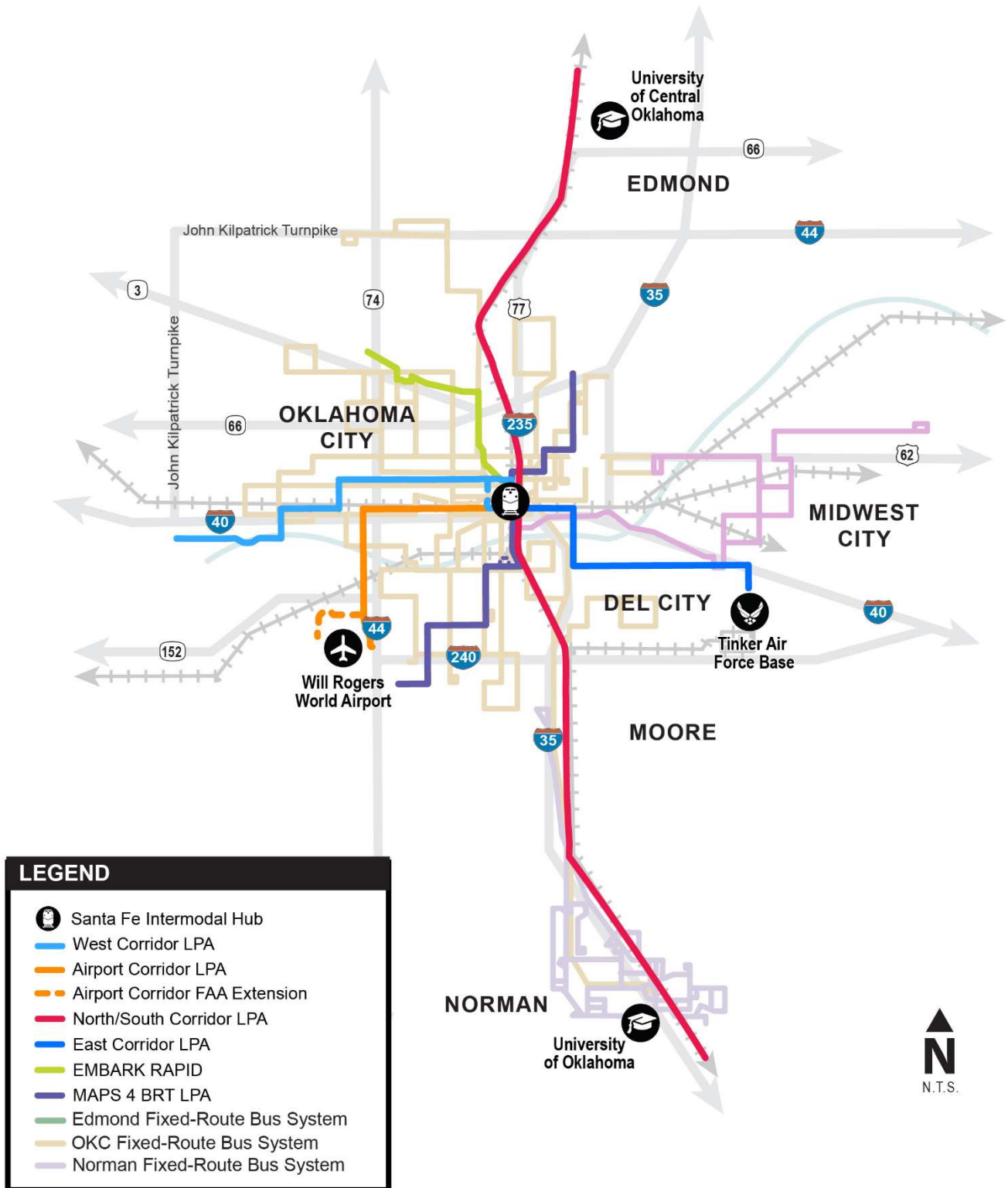
After completing the Alternatives Analysis process for each of the four corridors, the RTA has adopted the following LPAs. The four corridors build upon the originally identified corridors by specifying an alignment and transit mode and are shown as part of the future regional network in **Figure 7**.

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

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

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

Figure 7. Future Transit System



ATTACHMENT 1.2 – 2023 North-South and East Corridors Adopted LPAs

RESOLUTION NO. 23-0008

**RESOLUTION OF THE REGIONAL TRANSPORTATION AUTHORITY OF
CENTRAL OKLAHOMA APPROVING LOCALLY PREFERRED ALTERNATIVES FOR
THE NORTH-SOUTH CORRIDOR AND THE EAST CORRIDOR**

WHEREAS, on July 15, 2020, the Regional Transportation Authority of Central Oklahoma (RTA) Board of Directors adopted a professional services agreement (PSA) with Kimley-Horn and Associates, Inc., to update the Alternatives Analysis of the Commuter Corridor Study; and

WHEREAS, the PSA was negotiated on a four-year term and is executed by task order based upon available funds; and

WHEREAS, year one of the PSA included the update of the Alternatives Analysis of the Commuter Corridor Study (CCS), and advancement of Alternatives Analysis planning for the North-South Corridor and the East Corridor, and the development of a Regional Transit System Plan; and

WHEREAS, years two and three included public engagement via in-person and virtual live events, the project website, surveys, and social media, support coordinating BNSF railroad, planning work for land use and economic development, and continued advancement of the Alternatives Analysis planning for the North-South Corridor to determine the Locally Preferred Alternative (LPA) and the Alternatives Analysis planning for the East Corridor to determine the LPA; and

WHEREAS, Kimley-Horn recommended a Locally Preferred Alternative for the North-South Corridor to the RTA Board on May 17, 2023 for consideration; and

WHEREAS, Kimley-Horn recommended a Locally Preferred Alternative for the East Corridor to the RTA Board on May 17, 2023 for consideration; and

WHEREAS, during the period from May 17 to June 21, Kimley-Horn has performed additional public engagement through digital outreach activities, including factsheets and information via www.RTAMoves.com and a robust social media presence; and

WHEREAS, this additional public engagement did not reveal new concerns or additional information that had not been previously considered that would cause Kimley-Horn to reconsider its previous LPA recommendations.

NOW, THEREFORE, BE IT RESOLVED by the Directors of the Regional Transportation Authority of Central Oklahoma that they do hereby approve:


1. The adoption of a Locally Preferred Alternative for the East Corridor with an alignment starting from the Santa Fe Depot then east along Reno Avenue, then South on Eastern Avenue, then east

along 29th Street, then south along Douglas Boulevard, and ending at the Lancer Gate of Tinker Air Force Base as more specifically described in Attachment A; and

2. The adoption of a Locally Preferred Alternative for the North-South Corridor utilizing the BNSF railroad right-of-way between Edmond on the North, through Oklahoma City, continuing to Norman, as more specifically described in Attachment B.

ADOPTED by the Directors and **SIGNED** by the Chairman of the Regional Transportation Authority of Central Oklahoma this **21st** day of **June 2023**.

ATTEST:



Mary Melon, Secretary

REVIEWED for form and legality.



Joshua Minner
Assistant Municipal Counselor



**REGIONAL TRANSPORTATION AUTHORITY OF
CENTRAL OKLAHOMA**



Brad Henry, Chairperson

Attachment A: East Corridor

Locally Preferred Alternative Recommendation

The East Corridor LPA Recommendation is for **Bus Rapid Transit (BRT)** connecting **Santa Fe Depot** with **Lancer Gate** via **Reno Avenue**, **Eastern Avenue**, **29th Street**, and **Douglas Boulevard**.

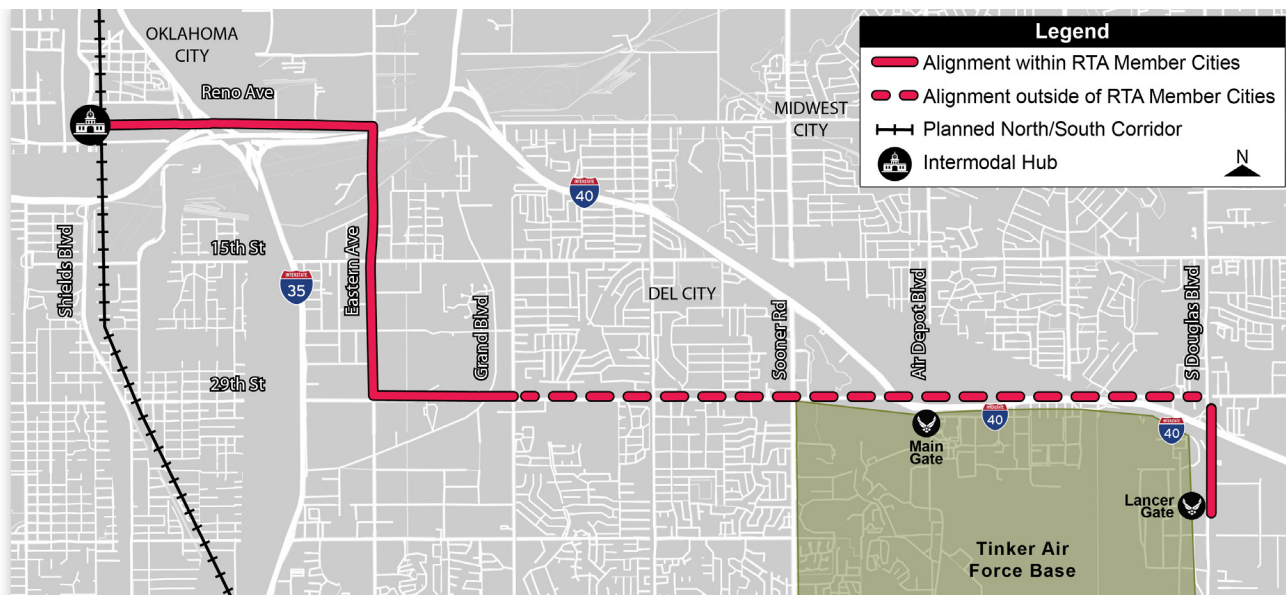
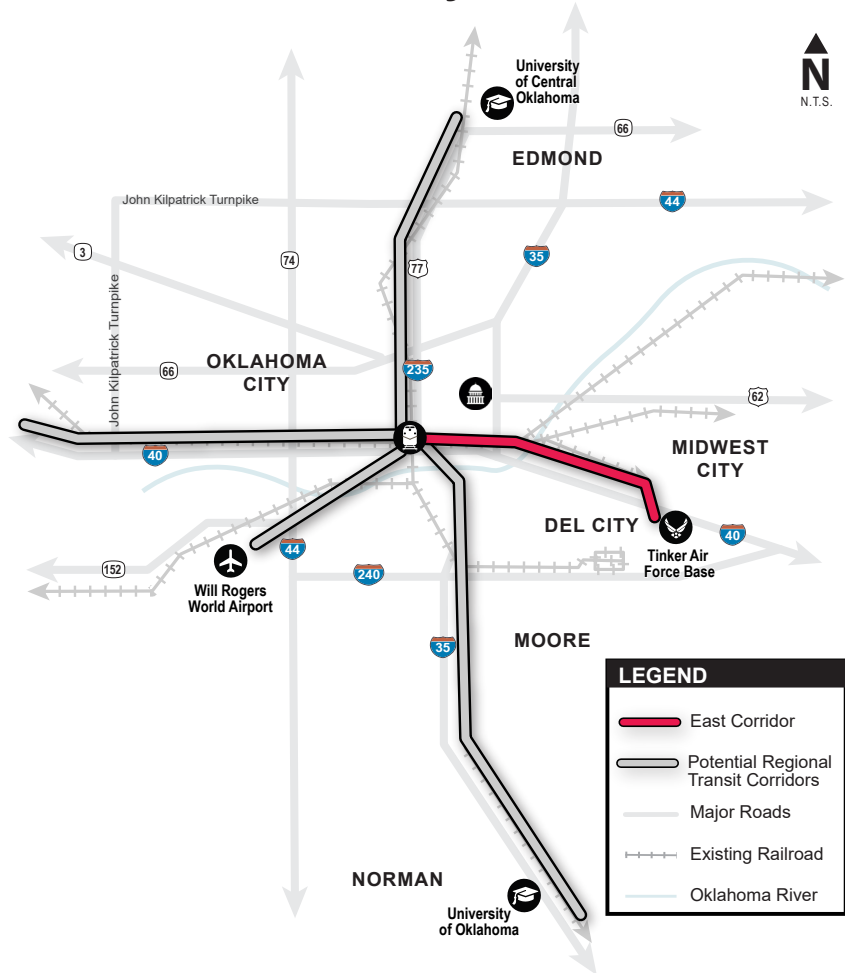


BRT Example: Greater Richmond Transit Company Pulse BRT



BRT Example: Central Ohio Transit Authority CMAX BRT

Transit System Plan



Attachment B: North-South Corridor

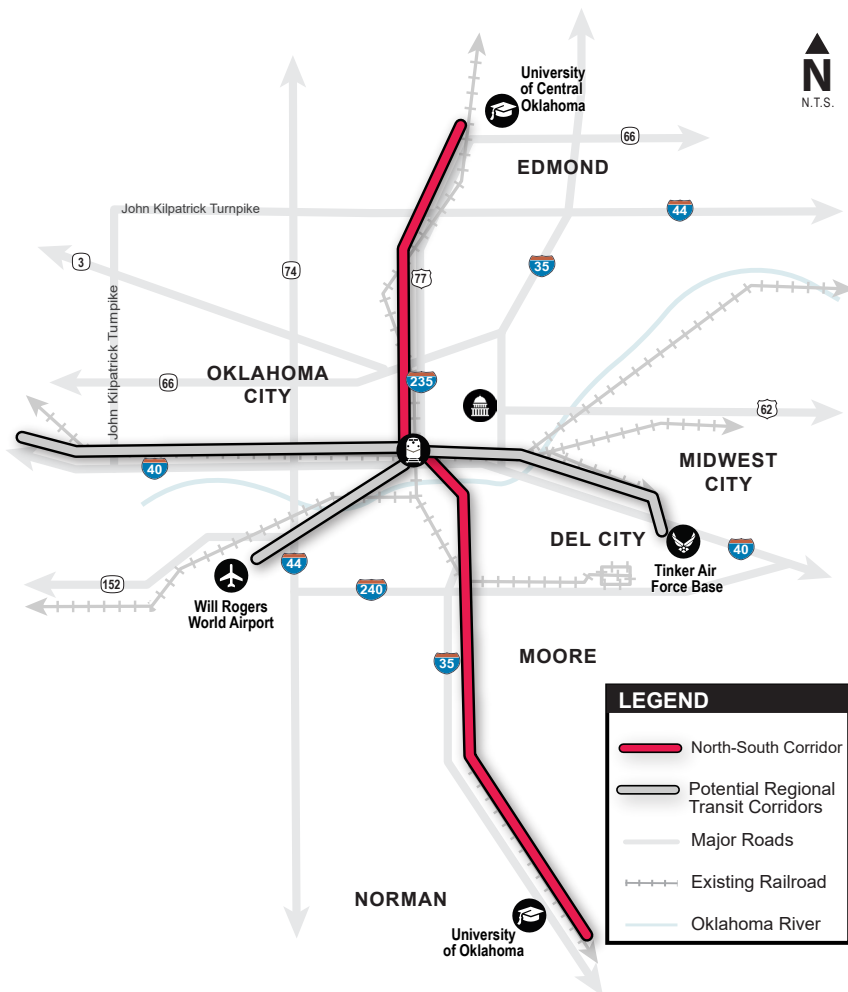
Locally Preferred Alternative Recommendation

The North-South Corridor LPA Recommendation is for **Commuter Rail** connecting Santa Fe Depot with North Edmond and South Norman via the Burlington Northern Santa Fe (BNSF) Corridor.

The North-South Corridor LPA is to operate 24 to 44 trains per day which will include peak service with some off-peak options.

Next steps will be to continue coordinating with BNSF on the infrastructure investment package.

Transit System Plan



Commuter Rail Example: Trinity Metro
TexRail Commuter Rail Corridor



Commuter Rail Example: Utah Transit Authority
FrontRunner Commuter Rail Corridor

ATTACHMENT 1.3 – 2024 Airport and West Corridors Adopted LPAs



TO: Chairperson and Board of Directors

FROM: Interim Executive Director

Consider a Resolution approving the adoption of Locally Preferred Alternatives for the West Corridor with an alignment starting from the Santa Fe Intermodal Hub and ending at or near the John Kilpatrick Turnpike and for the Airport Corridor with an alignment starting from the Santa Fe Intermodal Hub and ending at the Will Rogers World Airport Terminal.

Background On April 18, 2023, the Regional Transportation Authority of Central Oklahoma (RTA) Board of Directors adopted a professional service agreement (PSA) with Kimley-Horn and Associates, Inc. (Kimley-Horn), to conduct an Alternatives Analysis for the Transit Corridors to promote Economic Development and Equity Inclusion (EDEI) Project.

The PSA with Kimley-Horn and Associates, Inc., was negotiated on a fourteen-month term and funding was supported by a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) discretionary grant agreement between the Federal Transit Administration and the Central Oklahoma Transportation and Parking Authority on behalf of the RTA.

The activities that were carried out under the PSA included public engagement, surveys, social media and the RTA's project website. The PSA also included the advancement of an Alternatives Analysis for the West and Airport Corridors to determine the Locally Preferred Alternatives.

On May 15, 2024, Kimley-Horn recommended a Locally Preferred Alternative for the West Corridor with a mode of dedicated guideway Bus Rapid Transit and the Airport Corridor with a mode of light rail transit for consideration.

This resolution approves the LPAs for the West and Airport Corridors.

Recommendation: Resolution be adopted.

A handwritten signature in black ink, appearing to read "Jason Ferbrache".

Jason Ferbrache
Interim Executive Director

RESOLUTION NO. 24-0006

RESOLUTION OF THE REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA APPROVING THE ADOPTION OF A LOCALLY PREFERRED ALTERNATIVE FOR THE WEST CORRIDOR WITH AN ALIGNMENT STARTING FROM THE SANTA FE INTERMODAL HUB, THEN NORTH TO NW 10TH STREET, THEN WEST ON NW 10TH STREET, THEN SOUTH ON MACARTHUR BOULEVARD, THEN WEST ON RENO AVENUE, THEN SOUTH ON COUNCIL ROAD, THEN WEST ON SW 15TH STREET, AND ENDING AT OR NEAR THE JOHN KILPATRICK TURNPIKE AND A MODE OF DEDICATED GUIDEWAY BUS RAPID TRANSIT, AND APPROVING THE ADOPTION OF A LOCALLY PREFERRED ALTERNATIVE FOR THE AIRPORT CORRIDOR WITH AN ALIGNMENT STARTING FROM THE SANTA FE INTERMODAL HUB, THEN WEST ON RENO AVENUE, THEN SOUTH ON MERIDIAN AVENUE AND ENDING AT THE WILL ROGERS WORLD AIRPORT TERMINAL, INCLUDING A CONNECTION TO THE MIKE MONRONEY AERONAUTICAL CENTER AND A MODE OF LIGHT RAIL TRANSIT.

WHEREAS, on April 18, 2023, the Regional Transportation Authority of Central Oklahoma (RTA) Board of Directors adopted a professional services agreement (PSA) with Kimley-Horn and Associates, Inc. (Kimley-Horn), to conduct an Alternatives Analysis for the Transit Corridors to Promote Economic Development and Equity Inclusion (EDEI) Project; and

WHEREAS, the PSA was negotiated on a fourteen-month term and funding was supported by a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) discretionary grant agreement between the Federal Transit Administration and the Central Oklahoma Transportation and Parking Authority (COTPA) on behalf of the RTA; and

WHEREAS, the activities carried out under the PSA included public engagement via in-person and virtual live events, the project website, surveys, and social media; and

WHEREAS, public engagement efforts conducted during the project have been supportive of the technical work performed by Kimley-Horn and RTA; and

WHEREAS, the activities carried out under the PSA included the advancement of an Alternatives Analysis for the West and Airport Corridors to determine the Locally Preferred Alternatives; and

WHEREAS, Kimley-Horn recommended a Locally Preferred Alternative (LPA) for the West

Corridor to the RTA Board on May 15, 2024, for consideration; and

WHEREAS, Kimley-Horn recommended a Locally Preferred Alternative for the Airport Corridor to the RTA Board on May 15, 2024, for consideration; and

WHEREAS, the West Corridor will have an operating environment, station amenities, service frequency, and service span that meet the minimum FTA Capital Improvement Grant (CIG) requirements for bus rapid transit.


NOW, THEREFORE, BE IT RESOLVED by the Directors of the Regional Transportation Authority of Central Oklahoma that they do hereby approve the adoption of a locally preferred alternative for the West Corridor with an alignment starting from the Santa Fe Intermodal Hub, then north to NW 10th Street, then west on NW 10th Street, then south on MacArthur Boulevard, then west on Reno Avenue, then south on Council Road, then west on SW 15th Street, and ending at or near the John Kilpatrick Turnpike and a mode of dedicated guideway bus rapid transit.

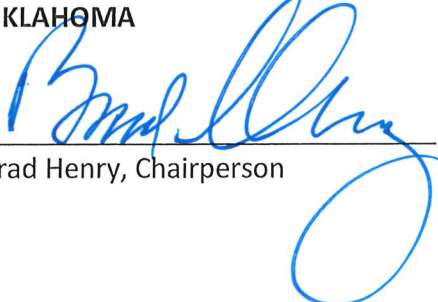
BE IT FURTHER RESOLVED by the Directors of the Regional Transportation Authority of Central Oklahoma that they do hereby approve the adoption of a locally preferred alternative for the Airport Corridor with an alignment starting from the Santa Fe Intermodal Hub, then west on Reno Avenue, then south on Meridian Avenue and ending at the Will Rogers World Airport terminal, including a connection to the Mike Monroney Aeronautical Center and a mode of light rail transit.

ADOPTED by the Directors and **SIGNED** by the Chairman of the Regional Transportation Authority of Central Oklahoma this **26th** day of **June 2024**.

ATTEST:

**REGIONAL TRANSPORTATION
AUTHORITY OF CENTRAL
OKLAHOMA**


Mary Melon-Tully, Secretary


Brad Henry, Chairperson

REVIEWED for form and legality.


Christopher Hall, Assistant Municipal Counselor

ATTACHMENT 1.4 – Procurement Policies and Procedures



**REGIONAL TRANSPORTATION AUTHORITY
OF CENTRAL OKLAHOMA**

PROCUREMENT POLICY

**ADOPTED BY THE
RTA BOARD OF DIRECTORS**

October 16, 2019

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Regional Transportation Authority of Central Oklahoma Procurement Policy

STATEMENT OF POLICY

It is the policy of RTA to conduct all procurement transactions in a manner providing full and open competition. RTA will avoid the following situations considered to be restrictive of competition:

- (1) Unreasonable requirements placed on firms for them to qualify to do business;
- (2) Unnecessary experience and excessive bonding requirements;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive awards to any person or firm on retainer contracts;
- (5) Organizational conflicts of interest, which means that because of other activities, relationships, or contracts, a contractor is unable, or potentially unable, to render impartial assistance or advice to the grantee; a contractor's objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage;
- (6) The specification of only a "brand name" product without listing its salient characteristics and not allowing "an equal" product to be offered; and
- (7) Any arbitrary action in the procurement process.

RTA shall conduct procurements in a manner that does **not** give in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws. Geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services if an appropriate number of qualified firms, given the nature and size of the project, are able to compete for the contract.

CODE OF ETHICS AND CONFLICT OF INTEREST POLICY

Procurement activities are to be conducted in an ethical manner in accordance with RTA's Code of Ethics and Conflict of Interest Policy. No employee, officer, agent, immediate family member or Board member shall participate in the selection, award or administration of a contract supported by public funds if a conflict of interest, real or perceived, would be involved.

GENERAL

RTA will abide by applicable federal, state, and local guidelines that govern procurement processes. For contracts and procurements in which federal funds are used, the applicable federal regulations, as may be amended from time to time, will apply. RTA hereby incorporates the following documents into the policy:

- Oklahoma Public Trust Act (60 O.S. Section 176 et seq.)
- RTA Trust Agreement and Indenture (February 20, 2019)
- RTA By-Laws (March 13, 2019)
- FTA Circular 4220.1F, "Third Party Contracting Guidance," can be found at http://www.fta.dot.gov/laws/circulars/leg_reg_8641.html.
- FTA *Best Practices Procurement Manual* http://www.fta.dot.gov/documents/BPPM_fulltext.pdf
- FTA *Master Agreement* <http://www.fta.dot.gov/library/legal/agreements/2001/ma.html>.
- Code of Federal Regulations (CFR) <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html>.
- Federal Acquisition Regulation <http://www.arnet.gov/far/>.
- United States Code <http://www4.law.cornell.edu/uscode/>.

CHANGE, REVIEW AND UPDATES

Any updates to the referenced regulations, statutes or policies will be automatically incorporated. This policy may be reviewed at the end of each fiscal year or when changes in regulations and circumstances require.

VIOLATION

Violation of these procurement policies by any RTA Board Member, RTA employee, or agent of RTA shall subject the individual to disciplinary actions by the management of RTA and/or the Board. Violation or attempt to circumvent these procurement policies by contractors, potential contractors, or their agents shall be considered a breach of RTA's contract, and shall be considered a willful breach if such violation is deemed to be in knowing or careless disregard of these procurement policies, and shall subject the contractors and bids or their agents to disciplinary action up to and including suspension or debarment from contracting with RTA.

It shall be the responsibility of every Board member, employee, agent, and contractor of RTA to familiarize themselves with the provisions of these procurement policies. All inquiries concerning same should be directed to the Executive Director. The Board Chair or Executive Director must be notified of any violation or questionable action immediately.

ADMINISTRATION

The Executive Director will administer the RTA Procurement Procedures Manual.



REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA

PROCUREMENT PROCEDURES MANUAL

**ADOPTED BY THE
BOARD OF DIRECTORS
October 16, 2019**

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APPENDIX A: STANDARDIZED PROCUREMENT FORMS

CHAPTER 1

INTRODUCTION

This Procurement Procedures Manual is intended to serve the Regional Transportation Authority of Central Oklahoma (RTA) as a user-friendly, step-by-step, how-to guide for successful procurement practices in securing bids and proposals to make:

- ◆ *Micro-Purchases,*
- ◆ *Small Purchases,*
- ◆ *Large Purchases,*
- ◆ *Sole Source Purchases, and*
- ◆ *Single-Bid Purchases.*

1.1 COMPLIANCE

This *Procurement Procedures Manual* establishes guidelines and minimum standards that RTA will use to process third party contracts. This manual is intended to help RTA comply with the Federal Transit Administration's standards to ensure competitive bidding through full and open competition and equitable treatment of all potential sources for all purchases made with funding derived from the federal, state, and local governments. Competitive proposals and sealed bid transactions will be conducted in a manner to provide maximum open and free competition consistent with FTA Circular 4220.1F "Third Party Contracting Guidance," and Department of Transportation 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments."

The policies and procedures contained herein establish standard business practices to ensure the timely, efficient, and economical delivery of services and materials. The following contracts are outside the scope of third party contracting and will not be governed by these policies and procedures:

- ◆ Employment Contracts,
- ◆ Real Estate Contracts, and
- ◆ Intergovernmental Agreements.

The goal of procurement practices is to provide an atmosphere in which all procurement transactions will be conducted in a manner providing full and open competition. RTA will avoid the following situations considered to be restrictive of competition:

- (1) Unreasonable requirements placed on firms for them to qualify to do business;
- (2) Unnecessary experience and excessive bonding requirements;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive awards to any person or firm on retainer contracts;
- (5) Organizational conflicts of interest, which means that because of other activities, relationships, or contracts, a contractor is unable, or potentially unable, to render impartial assistance or advice to the grantee; a contractor's objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage;

- (6) The specification of only a "brand name" product without listing its salient characteristics and not allowing "an equal" product to be offered; and
- (7) Any arbitrary action in the procurement process.

RTA shall conduct procurements in a manner that does *not* give in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not pre-empt State licensing laws. Geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services if an appropriate number of qualified firms, given the nature and size of the project, are able to compete for the contract.

1.2 DOCUMENTATION

In order to meet standards established by the Federal Transit Administration, and to be prepared for Triennial Reviews and Procurement Reviews, it is critical to accurately document procurement procedures. This manual outlines the steps to take and provides the standardized forms to complete for each type of procurement. Appendix A contains the standardized forms to be used to document practices.

To ensure full compliance, the RTA Procurement Officer will maintain the procurement master files for capital and planning projects. It is important to work closely with the Procurement Officer to make sure the forms and documentation are completed on schedule and placed in the master file. The steps to perform each type of procurement are intended to serve as a checklist. Additional information is located on the following websites:

- FTA Circular 4220.1F, "Third Party Contracting Guidance," can be found at <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance>
- FTA *Best Practices Procurement Manual* http://www.fta.dot.gov/documents/BPPM_fulltext.pdf
- FTA Procurement Frequently Asked Questions <https://www.transit.dot.gov/funding/procurement/third-party-procurement/third-party-procurement-faqs>
- FTA *Master Agreement* <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-master-agreement-fiscal-year-2019>
- *Code of Federal Regulations* (CFR) <https://www.govinfo.gov/help/cfr>
- *Federal Acquisition Regulation* <https://www.acquisition.gov/browse/index/far>
- *United States Code* <http://www4.law.cornell.edu/uscode/>

CHAPTER 2

CODE OF ETHICS AND

CONFLICT OF INTEREST POLICY

2.1 WRITTEN STANDARDS OF CONDUCT

In order to conduct procurement activities in an ethical manner, a Code of Ethics and Conflict of Interest Policy is established for RTA, stated as follows.

2.1.1 Personal Conflict of Interest

No RTA employee, officer, agent, Board member, or immediate family member shall participate in the selection of, award, or administration of a contract supported by FTA funds if a conflict of interest, real or apparent, would be involved. Such a *personal conflict of interest* would arise when any of the following has a financial interest or other interest in the firm selected for the award:

- 1) The employee, officer, agent, or Board member,
- 2) Any member of his/her immediate family,
- 3) His/her partner, or
- 4) An organization that employs, or is about to employ, any of the above.

RTA employees, officers, agents, and Board members shall neither solicit nor accept gifts, gratuities, favors, or anything of monetary value from actual contractors, potential contractors, or parties to sub-agreements, including but not limited to monies, credits, discounts, seasonal or special occasion presents, edibles, drinks, household appliances and furnishings, clothing, vacations, travel or hotel expenses, various forms of entertainment if:

- 1) It tends to influence the employee, officer, agent, or Board member in the discharge of employee's official duties; or
- 2) The employee, officer, agent, or Board member recently has been, or is now, or in the near future may be, involved in any official act or action directly affecting the donor or lender; or
- 3) The employee, officer, agent, or Board member has or appears to have influence over RTA actions affecting the donor or lender in the employee's official capacity.

Notwithstanding the above, this section shall not apply to the following scenarios:

- 1) An occasional unsolicited non-pecuniary gift of insignificant value (\$20.00 per occasion or the aggregate market value of \$50.00 during any calendar year) such as accepting food or refreshment of nominal value on infrequent occasions in the ordinary course of a business luncheon or business dinner meeting or other meeting, or unsolicited thank you cards or gifts of insignificant value such as coupons, balloons, floral arrangements, or small gift baskets; or
- 2) Unsolicited advertising and promotional material such as pens, pencils, note pads, calendars, or other business-related items of nominal intrinsic value; or

- 3) An unsolicited gift, gratuity, favor, entertainment, loan, or other thing of value when circumstances make it clear that an obvious long-standing social or family relationship rather than the business of the persons concerned is the motivating factor.

Purchasing employees must recognize that their purchasing activities are of public interest and a matter of public record, therefore, their actions must be conducted in a manner to be fully substantiated and legally defended in accordance with the authority of the RTA. At all times, RTA employees must endeavor to keep from involvements that could result in a possible position of "conflict of interest."

When an actual or potential violation of any of these standards is discovered, the person involved shall promptly file a written statement concerning the matter with an appropriate supervisor. The person may also request written instructions and disposition of the matter. If an actual violation occurs or is not disclosed and remedied, the employee involved may be reprimanded, suspended, or dismissed. The vendor or potential vendor may be barred from receiving future contracts and/or have an existing contract canceled.

2.1.2 Organizational Conflicts of Interest

The Procurement Officer and technical personnel are encouraged to work closely with counsel for the RTA to review all situations that appear to have the potential for an organizational conflict of interest. Counsel can help in the preparation of restrictive contracting clauses suitable for the particular situation. Counsel can also recognize when involvement by FTA regional counsel would be appropriate.

Organizational conflicts of interest can cause two distinct problems. One concerns the issue of *bias*; the other involves the issue of *unfair competitive advantage*. An organizational conflict of interest occurs due to the type of work to be performed under a third-party contract, or because of other activities or relationships such as:

- ◆ A contractor is unable, or potentially unable, to render impartial assistance or advice to RTA;
- ◆ A contractor's objectivity in performing contract work is or might otherwise be impaired; or
- ◆ A contractor has an unfair competitive advantage.

Bias arises when a contractor is placed in a situation where there may be an incentive to distort advice or decisions. Whenever a contract is awarded that involves the rendering of advice, the question must always be asked as to whether the potential for a conflict of interest exists for the contractor rendering the advice. In fact, RTA should always consider using a "Conflict of Interest Disclosure Statement," such as follows, in its solicitation when contracting for services of this nature.

- 1) The offeror shall provide a statement in its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) affected by any RTA employee, officer, agent, or Board member; any member of these entities' immediate family, partner, or organization that employs, or is about to employ, any of the above, and which is related to the work under this solicitation. The interest(s) described shall include those of the proposer, its affiliates, proposed consultants, proposed subcontractors, and key personnel of any of the

above. Past interest shall be limited to within one year of the date of the offeror's technical proposal. Key personnel shall include any person owning more than 20% interest in the offeror, and the offeror's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this contract, where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

- 2) The offeror shall describe in detail why it believes, considering the interest(s) identified above, that performance of the proposed contract can be accomplished in an impartial and objective manner.
- 3) In the absence of any relevant interest identified in above, the offeror shall submit in its proposal a statement certifying that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The offeror must obtain the same information from potential subcontractors prior to award of a subcontract.
- 4) Counsel for the RTA will review the statement submitted and may require additional relevant information from the offeror. All such information, and any other relevant information known to RTA, will be used to determine whether an award to the offeror may create a conflict of interest. If any such conflict of interest is found to exist, the RTA counsel may (a) disqualify the offeror, or (b) determine that it is otherwise in the best interest of RTA to contract with the offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.
- 5) The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the RTA counsel. The disclosure shall include a full description of the conflict, a description of the action the contractor has taken, or proposes to take, to avoid or mitigate such conflict. The RTA counsel may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of RTA by sending the contractor a Notice of Termination specifying the nature of default

The problem of *unfair competitive advantage* occurs most often when a contractor is developing specifications or statements of work that will be used in a future competitive solicitation. The problem most often causing unfair advantage occurs when the contractor writes specifications or statements of work around its own corporate competitive strengths or products, and then bids on those specifications or statements of work. RTA can overcome the unfair advantage by placing reasonable restrictions on the contractor's involvement in the procurement that will utilize the specifications. Some form of advance restriction (limitation on future contracting) must be agreed to with the contractor as a provision within its consulting contract. Another typical problem

scenario is that a contractor developing specifications or work statements may have access to information that RTA has paid the contractor to develop, or which RTA has furnished to the contractor for its work and which has not been made public. When this information enhances the contractor's competitive position in the bidding, it represents an unfair competitive advantage. The potential solution to this problem is to fully disclose all information to the bidders for a reasonable time prior to receipt of proposals.

The situation of "unfair competitive advantage" is to be distinguished from a "fairly won competitive advantage" which naturally accrues to any contractor that can do work more efficiently because it has more experience (i.e., won more contracts) for its products or services. It is a fact that competitors are frequently discouraged from bidding on a particular procurement because they perceive an incumbent contractor to have an insurmountable competitive advantage by virtue of its previous work.

Environmental Impact Statements – There is a special regulatory requirement imposed by 40 CFR 1506.5 on contractors who develop *environmental impact statements*. These contractors are required to sign a *disclosure statement* certifying that the firm has no financial or other interests in the execution or outcome of the proposed project. This certification is intended to avoid situations where contractors are hired to study alternatives and potential environmental impacts of proposed projects when they have some corporate interest in the outcome of their findings. The RTA will include such a certification in their Requests for Proposals for the consultant services so that such conflicts can be identified early in the contracting process, thus avoiding unnecessary expense to offerors and delays to the project.

Obtaining Access to Proprietary Information – When a consulting contractor requires proprietary information from others to perform an RTA contract, the contractor may gain an unfair competitive advantage. Imposed restrictions protect the information and encourage companies to provide it when necessary for contract performance. A contractor doing work for RTA and requiring such information is required to enter into agreements with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and also to refrain from using it for any purpose other than that for which it was furnished. The RTA Procurement Officer will obtain copies of these agreements.

2.2 COMPLIANCE WITH THE CODE OF ETHICS AND CONFLICT OF INTEREST POLICY

RTA requires that all employees involved in procurement functions sign a Conflict of Interest Statement in October of each year; that members of the Board of Directors sign the Statement at the beginning of each term; and that these signatures be kept on file by the Procurement Officer.

CONFLICT OF INTEREST POLICY

As a general policy, RTA seeks to prevent and avoid any conflicts of interest in the conduct of its business operations and to avoid any appearance of such conflicts to the public it services. Each board member or committee member has the duty to place the interests of RTA foremost in any dealings on behalf of the organization and has a continuing responsibility to comply with this Policy.

In order to comply with this Policy, it is expected that:

If a board or committee member has an interest in a proposed transaction with RTA in the form of a significant personal or organizational financial interest in the transaction or holds a position as trustee, director, officer or staff member in such organization or business, he or she must make full disclosure of such interest before any discussion or negotiation of such transaction. The disclosure shall be recorded in the minutes of the meeting.

Any board or committee member who has a potential conflict of interest with respect to any matter coming before the board or a committee shall not participate in any discussion of or vote in connection with the matter. The disclosure shall be recorded in the minutes of the meeting.

Any board or committee member who gains privileged information by virtue of his or her role as a board, committee or staff member shall not use that privileged information for personal or professional gain.

This Policy shall be distributed annually to board and committee members. A signature in the designated space at the bottom of this Policy will indicate that board or committee members' agreement to abide by this Policy to the best of his or her ability. Noncompliance with the intent and spirit of this Conflict of Interest Policy may result in action deemed appropriate by the Board of Directors of RTA.

This Policy may be revised or amended as determined appropriate by the Board of Directors.

I have read the above statement of policy regarding conflict of interest and agree to abide by the policy to the best of my ability in my role as a board or committee member.

Signature: _____ Date: _____

Printed Name: _____

cc: Personnel File
File: Compliance with the *Procurement Procedures Manual*

CHAPTER 3

PROCUREMENT PROCESS, PLANNING

AND ORGANIZATION

The following sections are written as a step-by-step guide for the procurement process to assist purchasers in making Micro-Purchases, Small Purchases, Large Purchases, Sole Source Purchases, and procuring through Invitation for Bid and Request for Proposals. Follow these steps for purchases funded by the Federal, State, and Local governments.

3.1 MICRO-PURCHASES

- ◆ Micro-Purchases are purchases that cost \$0.01 to \$3,000, including delivery charges.
- ◆ Micro-Purchases may be made without obtaining competitive quotations if the price is determined to be "fair and reasonable" and is documented as such. (For more information, see *Best Practices Procurement Manual*).
- ◆ Micro-Purchases are exempt from Buy America requirements.
- ◆ Micro-Purchase procedures may not be used for Construction Contracts with a value of \$2,000 or greater. (See 3.6 for Construction Contracts procedures.)
- ◆ One method to equitably distribute the micro-purchases among qualified suppliers is to rotate through an approved supplier list. If possible, place Disadvantaged Business Enterprises (DBEs) on the list. If this method is used, indicate the name of the company to be used, as well as the previous company used on the rotating list on the "*Fair and Reasonable*" *Price Documentation* (Form A-2).
- ◆ Splitting procurements to avoid the \$3,000 competition requirement is not allowed. (For more information, see *Best Practices Procurement Manual*)
- ◆ Contract clauses are not required for Micro-Purchases.
- ◆ Purchase cards may be used if the *Price Determination Form* (Form A-1) is up to date (signed at the beginning of each fiscal year.) Talk to the Procurement Officer for information regarding this procurement method. (For more information about the use of Purchase Cards, see *Best Practices Procurement Manual*)
- ◆ Make sure the project complies with Configuration Management. For more information, see Form A-6. Form A-6 does not need to be signed for Micro-Purchases.
- ◆ To justify Sole Source Procurements, complete Form A-15 and attach it to the Purchase Order documentation.

3.1.1 Steps Involved in Making Micro-Purchases

When making a micro-purchase, complete each of the following steps.

_____ Step 1: Obtain budget approval on all purchases up to \$500.00. If the purchase is over \$500.00, a Purchase Order must be issued and signed by the Executive Director.

_____ Step 2: Determine "fair and reasonable" price for the product or service to be purchased. Complete the "*Fair and Reasonable*" *Price Documentation* (Form A-2)

- (a) On the form, indicate the method used to determine that the price is "fair and reasonable."
- (b) If telephone quotes are used, write the name of the company and the dollar amount of the quotes in the spaces provided.
- (c) If catalogues or newspaper advertisements are used, photocopy the catalogue page or advertisement and attach it to the form.
- (d) If found reasonable based upon a recent purchase, explain in the space provided.
- (e) If found reasonable based upon personal knowledge, explain in the space provided.
- (f) If any other method is used, place the name of the vendor and dollar amount of quote and comments in the space provided.
- (g) Sign and date the form.

_____ Step 3: Select the source that provides the product or service for the lowest price and meets the required specifications, as opposed to desired specifications. Make the purchase.

_____ Step 4: Complete the "*Fair and Reasonable*" *Price Documentation* (Form A-2) and staple this to the Purchase Order along with any other attachments (photocopies of catalogue pages, advertisements, etc.) to be filed. When received, the invoice will also be attached.

3.1.2 Petty Cash Policy

RTA has a petty cash account to make immediate small dollar purchases not to exceed \$50.00. The Executive Director and the Administrative Assistant have the authority to sign out petty cash. The petty cash recipient signs a receipt for the petty cash amount, and that amount is charged to the appropriate department's financial account. The petty cash account is audited at least once monthly and as needed. The usual procedure for the Maintenance Division is to use the procurement card or issue purchase orders for supplies and parts rather than using petty cash.

3.2 SMALL PURCHASES

- ◆ Small Purchases are purchases that cost \$3,000.01 to \$10,000 and do not require the Invitation for Bid or Request for Proposals process. Use this procurement method for:
 - 1) Goods and services that are clearly defined,
 - 2) Construction projects, and
 - 3) When the award can be made primarily based upon the price of the bid.
- ◆ This method of procurement allows for free and open competition.
- ◆ Complete the *Price Quotes Documentation for Small Purchases* (Form A-3) prior to requesting bids or proposals.
- ◆ Price or rate quotations shall be obtained from at least three (3) qualified sources.
- ◆ Advertise Invitation for Bid if the independent cost estimate exceeds \$10,000.
- ◆ The RTA Board of Directors is required to approve all contracts and procurements exceeding \$20,000 through an agenda item.
- ◆ Splitting procurements to avoid the \$10,000 competition requirement is not allowed. (For more information, see *Best Practices Procurement Manual*)
- ◆ Small Purchases are exempt from the Buy America requirements.
- ◆ To justify Sole Source Procurements, complete Form A-15 and attach it to the Purchase Order documentation.
- ◆ RTA may not restrict competition by:
 - 1) Placing unreasonable requirements on firms for them to qualify to do business,
 - 2) Having an organizational conflict of interest,
 - 3) Requiring vendors to have unnecessary experience or unnecessary bonding,
 - 4) Giving preference in the evaluation of bids to in-state or local businesses, except in those cases where Federal statutes expressly mandate or encourage geographic preference. (This does not preempt State licensing law.)
- ◆ If the procurement good or service is listed with the Oklahoma state administrated cooperative purchasing agency (OMES), going out to bid is not required.

3.2.1 **Small Purchases (Not Exceeding \$10,000)**

Plan for five (5) workdays to place an order.

When making a small purchase that exceeds \$3,000 but does not exceed \$10,000, complete each of the following steps. Place the date of completion for each step on the line provided.

_____ Step 1: Obtain budget approval and the Executive Director's signature on the Purchase Order.

- _____ Step 2: Obtain at least three verbal or written price quotations (faxed quotes are acceptable) and complete the *Price Quotes Documentation for Small Purchases* (Form A-3). For products and services that cost \$5,000 or more, request quotes via fax or in writing. If telephone quotes are used, write the name of the company and the dollar amount of the quotes in the spaces provided. Sign and date the form. If possible, a DBE (Disadvantaged Business Enterprise) shall provide one of these price quotes.
- _____ Step 3: Select the source that provides the product or service for the lowest price and meets the required specifications (as opposed to desired specifications). Make sure the project complies with Configuration Management. For more information, see Form A-6. Form A-6 does not need to be signed for Small Purchases that do not exceed \$10,000. Make the purchase.
- _____ Step 4: Staple the *Price Quotes Documentation for Small Purchases* (Form A-3) and any other attachments (photocopies of catalogue pages, advertisements, etc.) to the Purchase Order to be filed. When received, the invoice will also be attached.

3.2.2 Small Purchases (Exceeding \$10,000)

- ◆ Plan for twenty (20) to thirty (30) workdays to place the order.
- ◆ An independent cost estimate is required for purchases of at least \$10,000.01.
- ◆ Advertise Invitation for Bid or Request for Proposals if the independent cost estimate exceeds \$10,000.
- ◆ RTA Board of Directors approval is required if the independent cost estimate exceeds \$20,000.

When making a small purchase that exceeds \$10,000, complete each of the following steps.

- _____ Step 1: Obtain budget approval and the Executive Director's signature on the Purchase Order.
- _____ Step 2: Via e-mail, notify the Procurement Officer about the project and include a project description. Work closely with the Procurement Officer to complete and file forms in the Master Project File throughout the project.
- _____ Step 3: Determine whether the purchase, service, or construction project exceeds \$10,000 by completing the *Independent Cost Estimate* (Form A-4.)
- _____ **Step 4: If the independent cost estimate exceeds \$20,000, the purchase must be approved by the RTA Board of Directors. Prepare an**

agenda item for the Board Meeting.

_____ Step 5: Determine the Contract Type by completing the *Justification for Contract Type* (Form A-5.)

_____ Step 6: Request that the DBE Officer assign a DBE goal to the project and place the DBE Goal on Purchase Order. Print the appropriate DBEs from the DBE Source List and attach the list to the requisition. (The DBEs listed on the DBE Source List shall be certified by RTA.)

_____ Step 8: Prepare the Specifications and Bid Package. (See Chapter 4 for specific information.) Coordinate basic safety and user requirements with all RTA departments including the Safety Department. Include these safety and user requirements that interface with the procured facility, hardware, or system in the procurement specifications. Make sure the project complies with Configuration Management, and complete and sign Form A-6 for the Contract File. If the procurement involves technology, the Specifications must include a clause whereby the contractor submits a letter of self-certification certifying compliance with National Architecture Standards (also Form A-6). When it is impractical or uneconomical to provide a clear and accurate description of the product, a "brand name or approved equal" description may be used. However, the buyer must still identify the minimum needs and clearly describe the essential physical and functional characteristics of the brand name product. If you must use a brand name in your specification, you may allow bidders to substitute an equal product with a different brand name. You may reserve the right to determine whether a particular brand or model is equal to the one you specified. If you use a brand name and allow equal brands, you must also specify the salient characteristics of the specified brand that will be among the criteria used in determining whether a suggested substitute is equal to the specified brand or not. (For more discussion, see *Best Practices Procurement Manual*)

The buyer may directly contact manufacturers to get assistance with identifying specifications. Document these transactions via a memorandum for the file.

_____ Step 9: The advertisement for the small purchase competitive sealed bid must be published in newspapers published in a local newspaper of general circulation in the central Oklahoma region at least twice, (once a week for two consecutive weeks) indicating the deadline date, time, and place by which bids will be received, and the date, time, and place where bids will be opened. Publish the first notification a minimum of fourteen (14) days before the Bid Opening Date. The second publication of a bid for a public works

project (the construction, repair, or renovation of a structure, road, or other improvement or addition to real property) must be on or before the tenth (10th) day before the date the bid is to be opened and read aloud.

- (a) Fax Request for Bid Notice to the “Legal Notices” Section of in a local newspaper of general circulation in the central Oklahoma region with the dates to be published. It is a good idea to also call to make sure the fax was received.
- (b) E-mail the notice to each Secretary of RTA beneficiaries on the day when the notice is sent to the newspapers.
- (c) Place the legal notice(s) in the file.
- (d) The advertisement must contain the following:
 - 1) The description of the work, goods, or services to be procured;
 - 2) The location at which the bidding documents, plans, specifications, or other documents may be examined by all bidders, and time and place of the pre-bid conference (set the pre-bid conference a minimum of seven [7] days after the publication of the first notice);
 - 3) Approved Equal Deadline (set the deadline 10 days after the publication of the first notice);
 - 4) The date, time, and place for submitting bids and the date, time (include the time zone), and place for the opening of competitive sealed bids;
 - 5) DBE program requirements or goals;
 - 6) Late bids will be returned unopened to the sender.

_____ Step 10: Send the advertisement to third parties on the RTA Source List (list of businesses interested in competing for various types of contracts) and the vendors on the DBE Source List. Make the Source List and DBE Source List available to the public upon written request. Document the Vendors to whom the advertisement for bid was sent on the *Vendor Solicitation List* (Form A-7.)

_____ Step 11: Send bid packages to third parties requesting bid packages. List the vendors requesting bid packages on the *Bid Package/RFP Request List* (Form A-8). RTA can charge vendors for the bid packages to cover postage. The bid package shall contain the items listed in Chapter 4, Section 4.1.

_____ Step 12: To amend the bid package, see Chapter 4.

- _____ Step 13: Hold a Pre-Bid Conference. The parties present must sign the *Sign in Sheet for Pre-Bid Conferences, Pre-Proposal Conferences, Bid Openings* (Form A-9). The purpose of the Pre-Bid Conference is to go over the technical specifications and answer any questions about the product, service, or project that the vendors may have. Vendors are not normally required to attend the Pre-Bid Conference. In the event the project is unusually complex, and attendance is critical and required, make this requirement clear in the advertisement and the Bid Package, and thoroughly document the reasons for the mandatory attendance requirement to satisfy FTA reviews. (For more information on the Pre-Bid Conference, see the *Best Practices Procurement Manual*) Record minutes of the conference and send the minutes to the prospective offerors on the final solicitation mailing list.
- _____ Step 14: Date and time stamp the sealed bids as received.
- _____ Step 15: Keep a list of the responding vendors on the *Responding Vendors List* (Form A-10). Keep sealed bids sealed in a secure place until the bid opening.
- _____ Step 16: At the designated time and place, formally open and read aloud the sealed bids.
- _____ Step 17: Record the bids on the *Bid Tabulation* (Form A-11).
- _____ Step 18: Any sealed bids that reach RTA after the bid opening time and date must be mailed back to the source without opening. Complete the *Late Bids/Proposals List* (Form A-12). You may have a policy in your bid package that states, "late bids mailed via Fed-Ex or UPS that were guaranteed for delivery but were not delivered will be accepted upon receiving proof of guaranteed delivery date." If bids arrive late, send the vendor a letter and give them three days to respond and prove that they met the deadline requirements. If the vendor does not prove to have met the deadline requirements, send the bid package back to them unopened via certified mail.
- _____ Step 19: Complete the *Price Analysis Documentation for Small and Large Purchases* (Form A-13). This form certifies that adequate price competition was obtained by comparison of quotations and the low price is fair and reasonable.
- _____ Step 20: Select the lowest, most responsive bid that meets the specifications as stated in the Invitation for Bid. Complete *Determination of Best Value* (Form A-16). In determining which products or services are

in the best interest of RTA, the agency may consider the following factors (if stated in the Invitation for Bids):

- a) installation costs and hardware costs;
- b) the overall life cycle cost of the requested equipment;
- c) the estimated cost of employee training and estimated increase in employee productivity;
- d) estimated software and maintenance costs; and
- e) criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose.

These factors are not the only ones you may use. Attach information to the agency file for future clarification of the award. (For more information on "responsive and nonresponsive bids" see *Best Practices Procurement Manual*)

_____ Step 21: If the lowest bid is not selected, document the reasons for the selection on the *Determination of Best Value* (Form A-16). If none of the bids are selected, document the reasons and start the bidding process over. The specifications may need to be amended. If a single bid or single responsive bid is received, refer to the *Best Practices Procurement Manual* in order to help determine fair and reasonableness of the bid and whether to accept the bid or reject the bid and begin the process again or abandon the project. If a single bid is received, an option is to return the bid unopened to the vendor and reject all bids and begin again. Do not negotiate bids as in a sole source procurement.

_____ Step 22: Allow for corrections to bids if there is a bid mistake such as minor informalities or irregularities discovered in bids prior to award -- such as a decimal in the wrong place, or obvious or apparent clerical mistakes discovered prior to award. If mistakes occur other than those listed above such as a subcontractor's quote left out of the bid, allow the contractor to withdraw the bid. If mistakes are discovered after the award is made, you may allow the contractor to withdraw the bid if caught early enough or handle it as a change order if the vendor will remain the responsible low bidder. In this case, tell the vendor that you will review the change and let them know by a date and time you set.

_____ Step 23: Check to see if the selected bidder has not been debarred from working on Federal Contracts. Check the Federal Government's System for Award Management website at <https://www.sam.gov/SAM/> and search for entity exclusion records.. Complete the *Contractor Verification* (Form A-17.)

- _____ **Step 24: If the contract exceeds \$20,000, the RTA Board of Directors must award the contract.** Prepare an agenda item for the Board meeting.
- _____ Step 25: Following Board approval, send a *Notice of Contract Award for Bids and RFPs* (Form A-21) to the selected vendor to inform the company of the contract award. Set a time to discuss the details of the contract.
- _____ Step 26: The vendor must respond indicating receipt of the *Notice of Contract Award for Bids and RFPs* by submitting the completed and signed *Notice of Contract Award Acceptance for Bids and RFPs* (Form A-22).
- _____ Step 27: Send letters to the other vendors not selected to explain why their bid was rejected and to inform them that a vendor has been selected. Mail these letters on the same day as the *Notice of Contract Award*.
- _____ Step 28: The contract must be approved and signed by the Executive Director. The contract is the *Bid and Award Contract Form located* in the Invitation for Bid Package that was signed by the Contractor when the bid was originally submitted.
- _____ Step 29: Send the Contractor the *Notice to Proceed* (Form A-23).
- _____ Step 30: Maintain a correspondence file for correspondence with the Contractor and Sub-Contractors. When the project is completed, give correspondence and all other outstanding information and forms to the Procurement Officer to file in the Procurement Master Project File.
- _____ Step 31: Send two (2) copies of a letter to the vendor to sign in order to certify that all issues have been resolved. Use the *Closeout Letter Release from Liabilities, Obligations and Claims* (Form A-24) as a template. Specifically address any and all issues that were in dispute or not resolved. If you make changes to the letter provided and have questions regarding the letter's legality, ask the RTA counsel to review it before mailing it to the vendor. When the letter is returned, have the Executive Director sign the copies, retain one copy for the contract file and mail the second signed copy back to the vendor.
- _____ Step 32: Complete all Contract Closeout Procedures (refer to Chapter 7) and fill out the *Inspection and Acceptance Closeout Form* (Form A-25). The Procurement Officer will ensure that the contract file is

complete by finalizing the Master Contract File and completing the *Master Contract File Check List* (Form A-26).

3.3 LARGE PURCHASES (Exceeding \$100,000) – SEALED BIDS

Plan for thirty (30) to sixty (60) workdays to place the order.

- ◆ Large Purchases are purchases that cost \$100,000.01 or more.
- ◆ Primary Goal: To obtain the best quality products and service at minimum cost.
- ◆ Secondary Goal: To guard against favoritism and profiteering at public expense.
- ◆ Tertiary Goal: To provide equal opportunities for potential parties to participate in public business.
- ◆ This method of procurement allows for free and open competition.
- ◆ Use this procurement method for:
 - 1) Goods and Services that are clearly defined;
 - 2) Construction Projects; and
 - 3) Awards that can be made primarily based upon the price of the bid.
- ◆ Contracts that exceed \$100,000 shall be awarded by sealed bid or competitive negotiation unless there is an explicit exception.
- ◆ Advertise Invitation for Bid if the independent cost estimate exceeds \$100,000.
- ◆ The RTA Board of Directors is required to approve all contracts and procurements exceeding \$20,000 through an agenda item.
- ◆ For sealed bidding to be feasible, the following conditions must be present:
 - 1) A complete, adequate, and realistic specification or purchase description is available;
 - 2) Two or more responsible bidders are willing and able to compete effectively for the business;
 - 3) The procurement lends itself to a firm fixed price contract, and the successful bidder can be selected principally based on price;
 - 4) No discussion with the bidders is needed.
- ◆ Large Purchases require the following:
 - 1) Publicly advertise the Invitation for Bids, and solicit bids from an adequate number of known suppliers, and provide them enough time to prepare bids prior to the date set for opening the bids;
 - 2) The Invitation for Bids shall include specifications and pertinent attachments, and shall define the items or services sought so the bidder can properly respond;
 - 3) Award a firm fixed-price contract (lump sum or unit price) in writing to the lowest responsive and responsible bidder whose bid conforms with all the material terms and conditions of the Invitation For Bids. Factors such as discounts, transportation costs, and life cycle costs shall be considered in determining the lowest bid;
 - 4) Any or all bids may be rejected based upon a sound documented business decision.
- ◆ Large Purchases must comply with Buy America requirements and other Federal Clauses. (See Chapter 4.)
- ◆ RTA may not restrict competition by:
 - 1) Placing unreasonable requirements on firms in order for them to qualify to do business;
 - 2) Having an organizational conflict of interest;
 - 3) Requiring vendors to have unnecessary experience or unnecessary bonding; or

- 4) Giving preference in the evaluation of bids to in-state or local businesses, except in those cases where Federal statutes expressly mandate or encourage geographic preference. (This does not preempt State licensing law.)

3.3.1 Steps Involved in Making Large Purchases

When making a large purchase that exceeds \$100,000, complete each of the following steps. Place the date of completion for each step on the line provided.

_____ Step 1: Obtain budget approval and the Executive Director's signature on the Purchase Order.

_____ Step 2: Via e-mail, notify the Procurement Officer about the project and include a project description. Work closely with the Procurement Officer to complete and file forms in the Master Project File throughout the project.

_____ Step 3: Determine whether the purchase, service, or construction project exceeds \$100,000 by completing the *Independent Cost Estimate* (Form A-4.)

_____ Step 4: Determine the contract type by completing the *Justification for Contract Type* (Form A-5.)

_____ Step 5: Request that the DBE Officer assign a DBE (Disadvantaged Business Enterprise) goal to the project and place the DBE Goal on the Purchase Order. Print the appropriate DBEs from the DBE Source List on the Share Drive and attach the list to the requisition. (The DBEs listed on the DBE Source List are certified by RTA.)

_____ **Step 6: If the independent cost estimate exceeds \$20,000, the purchase must be approved by the RTA Board of Directors.** Prepare an agenda item for the Board Meeting.

_____ Step 7: Prepare the Specifications and Bid Package. (See Chapter 4 for more information regarding bid packages and use the *Invitation for Bid Boiler Plate* template.) Coordinate basic safety and user requirements with all RTA departments including the Safety Department. Include these safety and user requirements that interface with the procured facility, hardware, or system in the procurement specifications. Make sure the project complies with Configuration Management, and complete and sign Form A-6 for the Contract File. If the procurement involves rolling stock or other iron and steel products, the Specifications must include a clause whereby the contractor submits a letter of self-certification certifying compliance with FTA's Buy America standards. If the procurement involves technology, the Specifications must include a clause whereby the contractor submits a letter of self-certification

certifying compliance with National Architecture Standards (also Form A-6). When it is impractical or uneconomical to provide a clear and accurate description of the product, a "brand name or approved equal" description may be used. However, the buyer must still identify the minimum needs and clearly describe the essential physical and functional characteristics of the brand name product. If you must use a brand name in your specification, you may allow bidders to substitute an equal product with a different brand name. You may reserve the right to determine whether a particular brand or model is equal to the one you specified. If you use a brand name and allow equal brands, you must also specify the salient characteristics of the specified brand that will be among the criteria used in determining whether a suggested substitute is equal to the specified brand or not. (For more discussion, see *Best Practices Procurement Manual*)

The buyer may directly contact manufacturers to get assistance with identifying specifications. Document these transactions via a memorandum for the file.

- _____ Step 8: The **advertisement** for the large purchase competitive sealed bid must be published in newspapers published in in a local newspaper of general circulation in the central Oklahoma region at least twice, (once a week for two consecutive weeks) indicating the deadline date, time, and place by which bids will be received, and the date, time, and place where bids will be opened. Publish the first notification a minimum of fourteen (14) days before the Bid Opening Date. The second publication of a bid for a public works project (the construction, repair, or renovation of a structure, road, or other improvement or addition to real property) must be on or before the tenth (10th) day before the date the bid is to be opened and read aloud.
- (a) Fax Request for Bid Notice to the "Legal Notices" Section of in a local newspaper of general circulation in the central Oklahoma region with the dates to be published. It is a good idea to also call to make sure the fax was received.
 - (b) E-mail the notice to each Secretary of RTA beneficiaries on the day when the notice is sent to the newspapers.
 - (c) Place the legal notice(s) in the file.
 - (d) The advertisement must contain the following:
 - 1) The description of the work, goods, or services to be procured;
 - 2) The location at which the bidding documents, plans, specifications, or other documents may be examined by all bidders and time and place of the pre-bid conference (set

the pre-bid conference a minimum of ten (10) days after the first notice publication);

- 3) Approved Equal Deadline (set the deadline fourteen (14) days after the publication of the first notice);
- 4) The date, time, and place for submitting bids and the date, time (include the time zone), and place for the opening of competitive sealed bids;
- 5) DBE program requirements or goals;
- 6) Late bids will be returned unopened to the sender.

_____ Step 9: Send the advertisement to third parties on the RTA Source List (list of businesses interested in competing for various types of contracts) and the vendors on the DBE Source List. Make the Source List and DBE Source List available to the public upon written request. Document the Vendors to whom the advertisement for bid was sent on the *Vendor Solicitation List* (Form A-7.)

_____ Step 10: Send bid packages to third parties requesting bid packages. (See Chapter 4 for more information on bid packages.) List the vendors requesting bid packages on the *Bid Package/RFP Request List* (Form A-8). RTA can charge vendors for the bid packages to cover postage. The bid package shall the items listed in Chapter 4, Section 4.1.

_____ Step 11: To amend the bid package, see Chapter 4.

_____ Step 12: Hold a Pre-Bid Conference. The parties present must sign a sign-in sheet, *Sign in Sheet for Pre-Bid Conferences, Pre-Proposal Conferences, Bid Openings* (Form A-9). The purpose of the Pre-Bid Conference is to go over the technical specifications and answer any questions about the product, service, or project that the vendors may have. Hold the Pre-Bid Conference two or three days after the second public notice is published. Prepare an agenda prior to the Pre-Bid Conference. (For more information on the Pre-Bid Conference, see the *Best Practices Procurement Manual*.) Vendors are not normally required to attend the Pre-Bid Conference. In the event the project is unusually complex, and attendance is absolutely critical and required, make this requirement clear in the advertisement and the Bid Package, and thoroughly document the reasons for the mandatory attendance requirement to satisfy FTA reviews. Record minutes of the conference and send the minutes to the prospective offerors on the final solicitation mailing list.

_____ Step 13: Date and time stamp the sealed bids as received. Keep sealed bids in a safe and secure place until the bid opening.

- _____ Step 14: Keep a list of the responding vendors on the *Responding Vendors List* (Form A-10). Keep sealed bids sealed in a secure place until the bid opening.
- _____ Step 15: At the designated time and place, formally open and read aloud the sealed bids.
- _____ Step 16: Record the bids on the *Bid Tabulation* (Form A-11).
- _____ Step 17: Any sealed bids that reach RTA after the bid opening time and date must be mailed back to the source without opening. Complete the *Late Bids/Proposals List* (Form A-12). You may have a policy in your bid package that states, "late bids mailed via Fed-Ex or UPS that were guaranteed for delivery but were not delivered will be accepted upon receiving proof of guaranteed delivery date." If bids arrive late, send the vendor a letter and give them three days to respond and prove that they met the deadline requirements. If the vendor does not prove to have met the deadline requirements, send the bid package back to them unopened via certified mail.
- _____ Step 18: Complete the *Price Analysis Documentation for Small and Large Purchases* (Form A-13). This form certifies that adequate price competition was obtained by comparison of quotations and the low price is fair and reasonable.
- _____ Step 19: Determine the "Best Value" by selecting the lowest, most responsive bid that meets the specifications as stated in the Invitation for Bid. Complete *Determination of Best Value* (Form A-16). In determining which products or services are in RTA's best interest, the agency shall consider the following factors:
- a) installation costs and hardware costs;
 - b) the overall life cycle cost of the requested equipment;
 - c) the estimated cost of employee training and estimated increase in employee productivity;
 - d) estimated software and maintenance costs; and
 - e) criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose.
- These factors are not the only ones you may use. Attach information to the agency file for future clarification of the award. (For more information on "responsive and nonresponsive bids" see *Best Practices Procurement Manual*.)
- _____ Step 20: If the lowest bid is not selected, document the reasons for the selection on the *Determination of Best Value* (Form A-16). If none of the bids are selected, document the reasons and begin the

bidding process over. Specifications may need to be amended. If a single bid or single responsive bid is received, refer to the *Best Practices Procurement Manual* in order to help determine fair and reasonableness of the bid and whether or not to accept the bid or reject the bid and begin the process again or abandon the project. If a single bid is received, an option is to return the bid unopened to the vendor and reject all bids and begin again. Do not negotiate bids as in a sole source procurement.

_____ Step 21: Allow for corrections to bids if there is a bid mistake such as minor informalities or irregularities discovered in bids prior to award -- such as a decimal in the wrong place, or obvious or apparent clerical mistakes discovered prior to award. If mistakes occur other than those listed above such as a subcontractor's quote left out of the bid, allow the contractor to withdraw the bid. If mistakes are discovered after the award is made, you may allow the contractor to withdraw the bid if caught early enough or handle it as a change order if the vendor will remain the responsible low bidder. In this case, tell the vendor that you will review the change and let them know by a date and time you set. You may want to ask legal counsel for advice.

_____ Step 22: Check to see if the selected bidder has not been debarred from working on Federal Contracts. Check the Federal Government's System for Award Management website at <https://www.sam.gov/SAM/> and search for entity exclusion records. Complete the *Contractor Verification* (Form A-17.)

_____ **Step 23: All contracts and procurements exceeding \$20,000 must be awarded by the RTA Board of Directors.** Prepare an agenda item for the Board meeting.

_____ Step 24: Following Board approval, send a *Notice of Contract Award for Bids and RFPs* (Form A-21) to the selected vendor to inform the company of the contract award. Set a time to discuss the details of the contract.

_____ Step 25: The vendor must respond indicating receipt of the *Notice of Contract Award for Bids and RFPs* by submitting the completed and signed *Notice of Contract Award Acceptance Bids and RFPs* (Form A-22).

_____ Step 26: Send letters to the other vendors not selected to explain the reasons their bids were rejected and to inform them that a vendor has been selected. Mail these letters on the same day as the *Notice of Award*.

- _____ Step 27: The contract must be approved and signed by the Executive Director. The contract is the *Bid and Award Contract Form* located in the Invitation for Bid Package that was signed by the Contractor when the bid was originally submitted.
- _____ Step 28: Send the vendor the *Notice to Proceed* (Form A-23).
- _____ Step 29: Maintain a correspondence file for correspondence with the Contractor and Sub-Contractors. When the project is completed, give correspondence and all other outstanding information and forms to the Procurement Officer to file in the Procurement Master Project File.
- _____ Step 30: Send two (2) copies of a letter to the vendor to sign in order to certify that all issues have been resolved. Use the Closeout *Letter Release from Liabilities, Obligations and Claims* (Form A-24) as a template. Specifically address any and all issues that were in dispute or not resolved. When the letter is returned, have the Executive Director sign the copies, retain one copy for the contract file and mail the second signed copy back to the vendor.
- _____ Step 31: Complete all Contract Closeout Procedures (refer to Chapter 7) and fill out the *Inspection and Acceptance Closeout Form* (Form A-25). The Procurement Officer will ensure that the contract file is complete by finalizing the Master Contract File and completing the *Master Contract File Check List* (Form A-26).

3.4 COMPETITIVE PROPOSALS (REQUEST FOR PROPOSALS)

- ◆ Plan for thirty (30) to sixty (60) workdays to place the order.
- ◆ Requests for Proposals are used to procure architectural and engineering services, technology, legal services, accounting services, insurance and in cases where the quality of the service outweighs price. (For more information, see *Best Practices Procurement Manual*.)
- ◆ The competitive proposal method is normally conducted with more than one source submitting an offer (proposal).
- ◆ Either a fixed price or cost reimbursement type contract is awarded.
- ◆ Request for Proposals must meet the following requirements according to FTA Circular 4220.1F, Chapter VI, Sec.3.d(2):
 - (a) Publicity. The request for proposals is publicly advertised.
 - (b) Evaluation Factors. All evaluation factors and their relative importance are specified in the solicitation; but numerical or percentage ratings or weights need not be disclosed.
 - (c) Adequate Sources. Proposals are solicited from an adequate number of qualified sources.

- (d) Evaluation Method. A specific method is established and used to conduct technical evaluations of the proposals received and to determine the most qualified offeror.
 - (e) Price and Other Factors. An award is made to the responsible offeror whose proposal is most advantageous to the recipient's program with price and other factors considered.
 - (f) Best Value. If permitted under its State or local law, the recipient may award the contract to the offeror whose proposal provides the greatest value to the recipient. To do so, the recipient's solicitation must inform potential offerors that the award will be made on a "best value" basis and identify what factors will form the basis for award. The evaluation factors for a specific procurement should reflect the subject matter and the elements that are most important to the recipient. Those evaluation factors may include, but need not be limited to, technical design, technical approach, length of delivery schedules, quality of proposed personnel, past performance, and management plan. The recipient should base its determination of which proposal represents the "best value" on an analysis of the tradeoff of qualitative technical factors and price or cost factors. Apart from the statutory requirement that the contract must support the recipient's public transportation project consistent with applicable Federal laws and regulations, FTA does not require any specific factors or analytic process.
- ◆ An independent cost estimate is required for all purchases.
 - ◆ A cost analysis is required.
 - ◆ Proposers are required to submit corporate financial data and labor rates which proposers usually regard as privileged information. Therefore, treat all documentation received in response to Requests for Proposals as confidential. Should the need arise to share the contents of the proposal with another company or firm, first acquire permission in writing from a responsible official of the proposing firm. The RTA Procurement Officer will control the dissemination of proposals within RTA so that only staff with a demonstrable "need to know" have access to the proposals.
 - ◆ The RTA Board of Directors is required to approve all contracts and procurements exceeding \$20,000 through an agenda item.
 - ◆ For additional information on Request for Proposals, see the *Best Practices Procurement Manual*.

3.4.1 Steps Involved in Procuring Through Request for Proposals

Complete each of the following steps when soliciting proposals. Place the date of completion for each step on the line provided.

_____ Step 1: Obtain budget approval and the Executive Director's signature on the Purchase Order. The Executive Director's signature is also required for projects that exceed \$100,000.

_____ Step 2: Via e-mail, notify the Procurement Officer about the project and include a project description. Work closely with the Procurement Officer to complete and file forms in the Master Project File throughout the project.

- _____ Step 3: Determine the approximate project cost by completing the *Independent Cost Estimate* (Form A-4.)
- _____ Step 4: Determine the Contract Type by completing the *Justification for Contract Type* (Form A-5.)
- _____ Step 5: Request that the DBE Officer assign a DBE (Disadvantaged Business Enterprise) goal to the project and place the DBE Goal on the Purchase Order. Print the appropriate DBEs from the DBE Source List and attach the list to the requisition. (The DBEs listed on the DBE Source List are certified by RTA.)
- _____ **Step 6: If the independent cost estimate exceeds \$20,000, the purchase must be approved by the RTA Board of Directors.** Prepare an agenda item for the Board Meeting.
- _____ Step 7: For purchases exceeding \$20,000, inform the Procurement Officer via e-mail.
- _____ Step 8: Prepare the Request for Proposal (RFP) and specify the required and desired elements. Specify the weights that will be used to evaluate the proposals, (e.g., technical 40%, cost 20%, customer service 15%, training 15%, experience 10%). If the project has a limited budget, you may include a budget range in the RFP. Include the evaluation process in detail, the scoring methodology, and procedures to weigh price into selection. (For more information, see the *Best Practices Procurement Manual* Sec. 4. and Chapter 4 of this manual.) Include information about the Price Proposal in the Request for Proposals and include the *Contract Award Offer and Acceptance Form* (Form A-20) on which proposer's will submit their original price proposal in a separate sealed envelope. The RFP may also contain the statement, "The award of this contract may be made on the basis of initial proposals submitted without any negotiations or discussions." If necessary, in order to obtain firm commitments from proposers, you may wish to require that the offerors provide a proposal guaranty in the form of a letter of credit, cashier's check, or approved performance bond. Coordinate basic safety and user requirements with all RTA departments including the Safety Department. Include these safety and user requirements that interface with the procured facility, hardware, or system in the procurement specifications. Make sure the project complies with Configuration Management, and complete and sign Form A-6 for the Contract File. If the procurement involves technology, the Specifications must include

a clause whereby the contractor submits a letter of self-certification certifying compliance with National Architecture Standards (also Form A-6).

_____ Step 9: The advertisement for competitive proposals must be published in newspapers published in a local newspaper of general circulation in the central Oklahoma region at least twice, (once a week for two consecutive weeks) indicating the deadline date, time, and place by which bids will be received, and the date, time, and place where bids will be opened. Publish the first notification a minimum of fourteen (14) days before the Bid Opening Date. The second publication of a bid for a public works project (the construction, repair, or renovation of a structure, road, or other improvement or addition to real property) must be on or before the tenth (10th) day before the date the bid is to be opened and read aloud.

- (a) Fax Request for Bid Notice to the “Legal Notices” Section of a local newspaper of general circulation in the central Oklahoma region with the dates to be published. It is a good idea to also call to make sure the fax was received.
- (b) E-mail the notice to each Secretary of RTA beneficiaries on the day when the notice is sent to the newspapers.
- (c) Place the legal notice(s) in the file.
- (d) The advertisement must contain the following:
 - 1) The description of the work, goods, or services to be procured;
 - 2) The location at which the plans, specifications or other documents may be examined by all proposers and time and place of the pre-proposal conference (if a conference is needed) (include the time zone); (set the pre-proposal conference a minimum of ten (10) days after the first notice publication);
 - 3) Approved Equal Deadline (set the deadline fourteen (14) days after the publication of the first notice);
 - 4) State the evaluation criteria or categories in order of weight in the advertisement (see Step 7 above);
 - 5) The date, time (include the time zone), and place of the submission deadline and the timeframe for selection;
 - 6) DBE program requirements or goals;
 - 7) If you want the cost proposal separate from the technical proposal, state that you require a separate sealed cost proposal to accompany the technical proposal;
 - 8) Late proposals will be returned unopened to the sender.

- _____ Step 10: Send either the Request for Proposals or the advertisement to third parties on the RTA Source List (list of businesses interested in competing for various types of contracts) and the vendors on the DBE Source List. Make the Source List and DBE Source List available to the public upon written request. Document the Vendors to whom the advertisement for bid was sent on the *Vendor Solicitation List* (Form A-7.)
- _____ Step 11: Send the Request for Proposals (RFP) to third parties requesting the RFP. List the vendors requesting the RFP on the *Bid Package/RFP Request List* (Form A-8). The RFP shall contain the items listed in Chapter 4.
- _____ Step 12: Hold the Pre-Proposal Conference -- if needed. The parties present must sign a sign-in sheet *Sign in Sheet for Pre-Bid Conferences, Pre-Proposal Conferences, Bid Openings* (Form A-9). The purpose of the Pre-Proposal Conference is to go over the technical specifications and answer any questions about the product, service, or project that the vendors may have. Hold the Pre-Proposal Conference two or three days after the second public notice is published. Proposers are not normally required to attend the Pre-Proposal Conference. In the event the project is unusually complex, and attendance is absolutely critical and required, make this requirement clear in the advertisement and the Request for Proposal Package, and thoroughly document the reasons for the mandatory attendance requirement to satisfy FTA reviews. (For more information on the Pre-Proposal Conference, see the *Best Practices Procurement Manual*.) Record minutes of the conference and send the minutes to the prospective proposers on the final solicitation mailing list.
- _____ Step 13: Date and time stamp the proposals as received and keep them in a safe, secure location.
- _____ Step 14: Keep a list of the responding vendors on the *Responding Vendors List* (Form A-10).
- _____ Step 15: After the RFP submission deadline has passed, convene the proposal evaluation committee. Committee members must sign the *Compliance with the Conflict of Interest Policy* located in Chapter 2. Place signed copies in the Master File. The committee will select the proposer who is "most advantageous" with "price and other factors considered." (Price is not a consideration factor when procuring Architectural and Engineering Services under the Brooks Act -- see Section 3.5.) The selection committee must use the *Proposal Evaluation Criteria Form* (Form A-18), or your own variation of this form to score the proposals submitted. *The*

members of the committee shall remain confidential; therefore the committee members should not place their names on their evaluation forms. Committee members must use appropriate language on the forms. You may use weighted scores and pass-fail criteria on the evaluation form. Criteria generally include the following categories:

- a) Responsibility of the Firm -- financial, personnel, and physical capabilities to perform the contract (See *Best Practices Procurement Manual* for more detailed information),
- b) Technical Capability -- technical experience, suitability of the products or methods proposed, objective performance criteria such as fuel efficiency, percent savings guaranteed, etc.)
- c) Price -- except for Architectural and Engineering Services where the Brooks Act applies,
- d) Compliance with Federal and State Regulations, and
- e) Management -- qualifications of project managers, budget and schedule performance.

_____ Step 16: Any proposal that reaches RTA after the submission deadline must be mailed back to the source without opening. Complete the *Late Bids/Proposals List* (Form A-12). You may have a policy in your bid package that states, "late proposals mailed via Fed-Ex or UPS that were guaranteed for delivery but were not delivered will be accepted upon receiving proof of guaranteed delivery date." If proposals arrive late, send the vendor a letter and give them three days to respond and prove that they met the deadline requirements. If the vendor does not prove to have met the deadline requirements, send the bid package back to them unopened via certified mail.

_____ Step 17: Complete the *Cost Analysis Documentation* for Construction Contracts, RFPs, and Sole Source (Form A-14). This form certifies that adequate price competition was obtained by comparison of quotations and the low price is fair and reasonable. A cost analysis is performed when the offeror is required to submit the following elements: Labor Hours, Overhead, Materials, etc., of the estimated cost under professional consulting and architectural and engineering services contracts. Otherwise, complete the *Price Analysis Documentation* (Form A-13.) (see FTA Circular 4220.1F, Chapter VI, Sec. 6)

_____ Step 18: Select the responsible firm whose proposal is most advantageous to the program with price (unless the Brooks Act applies for A&E Services) and other factors considered. Make awards only to responsible contractors that have the ability to perform successfully under the terms and conditions of the proposed agreement. Consider the following in making the award: integrity,

compliance with public policy, record of past performance, financial and technical resources.

- _____ Step 19: If you must negotiate with the vendor, ask the Procurement Officer for help. If you enter discussions with one vendor that submitted a proposal, you must enter discussions with all the vendors that submitted proposals and are within the pre-identified competitive price range. Document your discussions thoroughly and complete the *Memorandum of Negotiations* (Form A-19). This memorandum will ensure that both parties agree upon the negotiated terms and conditions. Provide the questions to the proposers prior to the discussion. The members of the selection committee normally conduct the negotiations. Request best and final offers on the *Contract Award Offer and Acceptance Form* (Form A-20). Evaluate the final proposals. (See Chapter 6 on Contract Negotiations.) If there were no negotiations and the vendor fully meets the terms and conditions in the Request for Proposals, complete the information and signatures on the *Contract Award Offer and Acceptance Form* (Form A-20). The contract must be approved and signed by the Executive Director.
- _____ Step 20: If none of the proposals are selected, document the reasons and start the competitive proposal process over. The specifications in the RFP may need to be amended.
- _____ Step 21: If a critical error is found in the RFP during discussions, you may need to re-issue a revised statement of work and ask the proposers to resubmit proposals.
- _____ Step 22: Check to see if the selected offeror has not been debarred from working on Federal Contracts. Check the Federal Government's System for Award Management website at <https://www.sam.gov/SAM/> and search for entity exclusion records. Complete the *Contractor Verification* (Form A-17.)
- _____ Step 23: Award the contract when you and the vendor are in full agreement with the terms and conditions of the offer (See the next step.)
- _____ **Step 24: All contracts and procurements exceeding \$20,000 must be awarded by the RTA Board of Directors.** Prepare an agenda item for the Board meeting.
- _____ Step 25: Within five (5) working days following Board approval, send a *Notice of Contract Award for Bids and RFPs* (Form A-21) to the selected offeror to inform the company of the contract award. Set a time to discuss the details of the contract.

- _____ Step 26: The offeror must respond indicating receipt of the *Notice of Award for Bids and RFPs* by submitting the completed and signed *Notice of Contract Award Acceptance for Bids and RFPs* (Form A-22) within five (5) working days of receipt of same.
- _____ Step 27: Send letters to the other vendors not selected to thank them for their proposal, to explain the reasons their proposals were not selected, and to inform them that a vendor has been selected. Mail these letters on the same day as the *Notice of Award*. Use this opportunity to debrief the vendors not selected. By communicating a sense and fairness and appreciation to offerors who have spent time and resources in preparing a proposal, this action may preclude a protest by convincing a disappointed offeror that the decision of RTA was made carefully, is factually supported, and is in the best interest of RTA. It can also help offerors improve future proposals. If debriefing is conducted in person and a vendor's legal counsel is present, RTA should also have legal counsel present. If debriefing is over the telephone, assume that the conversation is being taped and ask if it is being taped (which is legal) and also ask who else is in the room. (See *Best Practices Procurement Manual* for more information regarding Method of Debriefing and information that can be disclosed.)
- _____ Step 28: Send the vendor the *Notice to Proceed* (Form A-23).
- _____ Step 29: Maintain a correspondence file for correspondence with the vendor. When the project is completed, give correspondence and all other outstanding information and forms to the Procurement Officer to file in the Procurement Master Project File.
- _____ Step 30: Send two (2) copies of a letter to the vendor to sign in order to certify that all issues have been resolved. Use the Closeout *Letter Release from Liabilities, Obligations and Claims* (Form A-24) as a template. Specifically address any and all issues that were in dispute or not resolved. If you make changes to the letter provided and have questions regarding the letter's legality, ask the RTA counsel to review it before mailing it to the vendor. When the letter is returned, have the Executive Director sign the copies, retain one copy for the contract file and mail the second signed copy back to the vendor.
- _____ Step 31: Complete all Contract Closeout Procedures (refer to Chapter 7) and fill out the *Inspection and Acceptance Closeout Form* (Form A-25). The Procurement Officer will ensure that the contract file is complete by finalizing the Master Contract File and completing the *Master Contract File Check List* (Form A-26).

3.4.2 Procurement of Architectural and Engineering Services (A&E)

- ◆ When architectural or engineering services costing less than \$10,000 are needed for a specific project, a qualified firm or individual will be selected on a rotation basis from a list of architects and engineers who have expressed an interest in doing business with RTA and who have completed and submitted an Architect-Engineer and Related Services Questionnaire (Industry Standard Form 254).
- ◆ Initial selection shall be based only on the demonstrated competence and qualifications of the person, including any firm, who is to provide the services. Price and/or number of man-hours must not be asked for or discussed during the initial selection phase. After the firm or individual is selected, a contract shall be negotiated (section 6.2.5) at a fair and reasonable price using *Memorandum of Negotiations* (Form A-19).
- ◆ When Contracting for Architectural, Professional Engineering Services, and Land Surveying, use the competitive proposal procedures based on the Brooks Act as defined in 40 U.S.C. §541 - 544. (For the Brooks Act, see <https://www.law.cornell.edu/uscode/text/40/subtitle-I/chapter-11>.) The Brooks Act requires that:
 - (1) An offeror's qualifications be evaluated, and selection is based upon qualifications not price;
 - (2) Price be excluded as an evaluation factor although the price must be fair and reasonable;
 - (3) Negotiations be conducted with only the most qualified offeror; and
 - (4) Failing agreement on price, negotiations with the next most qualified offeror be conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable to the grantee.
- ◆ This "qualifications-based procurement method" can only be used for the procurement of A&E services. This method of procurement cannot be used to obtain other types of services even though a firm that provides A&E services is also a potential source to perform other types of services. These requirements apply except to the extent any state adopts or has adopted by statute a formal procedure for the procurement of architectural and engineering services.
- ◆ Other types of services considered A&E services include program management, construction management, feasibility studies, preliminary engineering, design, surveying, mapping, and services which require performance by a registered or licensed architect or engineer.
- ◆ Develop Scope of Work.
- ◆ Choose the contract type most appropriate for the project such as fixed price, cost reimbursement, time and materials, and labor hour contracts. (See *Best Practices Procurement Manual* for more information on contract types.)
- ◆ Requests for *Project Specific Qualification Statements* must be publicized. Include all evaluation factors in the published notification. (See the *Best Practices Procurement Manual* for more information on Qualification Statements and the Federal Standard Form 255 used to solicit and score project-specific qualifications.)
- ◆ Conduct discussions with no fewer than three firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required

services. Invite the short-listed firms to give oral presentations. Advise firms in advance of questions the committee will ask regarding the firm and its capabilities. The selection committee should have members with experience in architecture, engineering, construction, procurement, EEO program, related matters, and members from the operational departments that will ultimately use the project. Select the most qualified firm from this pool of firms based upon criteria established and published. If a reasonable price cannot be negotiated with the first firm, *formally terminate negotiations with that firm*, and proceed down the list in order of rank based upon qualifications until a price is negotiated.

To procure Architectural and Engineering Services, follow the procurement steps outlined above for Competitive Proposals (Request for Proposals) in Section 3.4.

3.5 NONCOMPETITIVE OR SOLE SOURCE PROCUREMENTS

- ◆ Noncompetitive or Sole Source procurements are accomplished through solicitation or acceptance of a proposal from only one source or, after solicitation of a number of sources, competition is determined inadequate. A contract amendment or change order that is not within the scope of the original contract is considered a sole source procurement that must comply with FTA Circular 4220.1F (see Chapter VI, Sec. 3.i(1)(b)).
- (1) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies:
 - (a) Unique or Innovative Concept. The offeror demonstrates a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted, and is available to the recipient only from one source and has not in the past been available to the recipient from another source.
 - (b) Patents or Restricted Data Rights. Patent or data rights restrictions preclude competition.
 - (c) Substantial Duplication Costs. In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.
 - (d) Unacceptable Delay. In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling the recipient's needs.
- (2) A cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit, is required.
- ◆ Avoid Sole Source procurements except in circumstances where it is both necessary and in the best interest of RTA.
- ◆ Make sure the item or service is needed to meet a requirement and is not merely desired as something "nice to have."

3.5.1 Steps Involved in Sole Source Procurements

Complete the following steps when making a Sole Source Procurement. Place the date of completion for each step on the line provided. You may have already performed Steps 1 through 6 if (d) above "After solicitation of a number of sources, competition is determined inadequate," is the reason for the sole source method of procurement.

_____ Step 1: Obtain budget approval and the Executive Director's signature on the Purchase Order. The Executive Director's signature is also required for projects that exceed \$100,000.

_____ Step 2: Via e-mail, notify the Procurement Officer about the project and include a project description. Work closely with the Procurement Officer to complete and file forms in the Master Project File throughout the project.

_____ Step 3: Determine the approximate project cost by completing the *Independent Cost Estimate* (Form A-4.)

_____ Step 4: Determine the Contract Type by completing the *Justification for Contract Type* (Form A-5.)

_____ **Step 5: If the independent cost estimate exceeds \$20,000, the purchase must be approved by the RTA Board of Directors.** Prepare an agenda item for the Board Meeting.

_____ Step 6: For purchases exceeding \$20,000, inform the Procurement Officer via e-mail.

_____ Step 7: Prepare the Invitation for Bid or the Request for Proposal (RFP) and specify the required and desired elements. (See Chapter 4 for more information regarding bid packages and use the *Invitation for Bid Boiler Plate* template or the *Request for Proposal Boiler Plate*.) Coordinate basic safety and user requirements with all RTA departments including the Safety Department. Include these safety and user requirements that interface with the procured facility, hardware, or system in the procurement specifications. Make sure the project complies with Configuration Management, and complete and sign Form A-6 for the Contract File. If the procurement involves technology, the Specifications must include a clause whereby the contractor submits a letter of self-certification certifying compliance with National Architecture Standards (also Form A-6). In Sole Source procurements, include the *Contract Award Offer and Acceptance Form* (Form A-20) in the ITB or the RFP.

_____ Step 8: Complete *Sole Source Procurement Justification* (Form A-15).

- _____ Step 9: Complete *Cost Analysis Documentation* (Form A-14). If price reasonableness can be established on the basis of a catalog or market price of a commercial product sold to the general public in substantial quantities or on the basis of prices set by law or regulation, complete the *Price Analysis Documentation* (Form A-13). (see FTA Circular 4220.1F, Chapter VI, Sec. 6)
- _____ Step 10: Check to see if the selected vendor has not been debarred from working on Federal Contracts. Check the Federal Government's System for Award Management website at <https://www.sam.gov/SAM/> and search for entity exclusion records. Complete the *Contractor Verification* (Form A-17.)
- _____ Step 11: Complete negotiations and come to full agreement with the terms and conditions in the Invitation for Bid or Request for Proposal and the offer. If RTA must first negotiate with the vendor to arrive at an agreement, complete the *Memorandum of Negotiations* (Form A-19), and have it signed by the vendor and RTA officers. This memorandum will ensure that both parties agree upon the negotiated terms and conditions. See Chapter 6, "Contract Negotiations," for more information.
- _____ **Step 12: All contracts and procurements exceeding \$20,000 must be awarded by the RTA Board of Directors.** Prepare an agenda item for the Board meeting.
- _____ Step 13: Within five (5) working days of Board approval, if needed, or signing the *Memorandum of Negotiations* (Form A-19), if the contract is \$20,000 or less, send a *Notice of Contract Award for Bids and RFPs* (Form A-21) to the selected vendor to inform the company of the contract award. Set a time to discuss the details of the contract.
- _____ Step 14: The vendor must respond indicating receipt of the *Notice of Contract Award for Bids and RFPs* by submitting the completed and signed *Notice of Contract Award Acceptance for Bids and RFPs* (Form A-22).
- _____ Step 15: If there were negotiations, complete the information and signatures on the *Contract Award Offer and Acceptance Form* (Form A-20). The contract must be approved and signed by the Executive Director. (A form included in the Bid Package or Request for Proposals Package acts as the solicitation, and when signed by both parties, becomes the contract. When this form becomes the formal contract, it must be signed by the Executive Director.)

- _____ Step 16: Send the vendor the *Notice to Proceed* (Form A-23).
- _____ Step 17: Maintain a correspondence file for correspondence with the vendor. When the project is completed, give correspondence and all other outstanding information and forms to the Procurement Officer to file in the Procurement Master Project File.
- _____ Step 18: Send two (2) copies of a letter to the vendor to sign in order to certify that all issues have been resolved. Use the Closeout *Letter Release from Liabilities, Obligations and Claims* (Form A-24) as a template. Specifically address any and all issues that were in dispute or not resolved. If you make changes to the letter provided and have questions regarding the letter's legality, ask the RTA counsel to review it before mailing it to the vendor. When the letter is returned, have the Executive Director sign the copies, retain one copy for the contract file and mail the second signed copy back to the vendor.
- _____ Step 19: Complete all Contract Closeout Procedures (refer to Chapter 7) and fill out the *Inspection and Acceptance Closeout Form* (Form A-25). The Procurement Officer will ensure that the contract file is complete by finalizing the Master Contract File and completing the *Master Contract File Check List* (Form A-26).

3.6 CONSTRUCTION PROJECTS

- ◆ For construction projects worth \$2,000 or more in which Federal funds are used, RTA must comply with the Davis-Bacon Act, which mandates that minimum prevailing wages must be paid to the various classes of laborers and mechanics for work performed as determined by the Secretary of Labor. The Davis Bacon Act (40 U.S.C. 276a to 276a-7) can be found on the internet at <http://www4.law.cornell.edu/uscode/40/276a.html>. The sections that apply are:
 - Sec. 276a. Rate of wages for laborers and mechanics
 - Sec. 276a-1. Termination of work on failure to pay agreed wages; completion of work by Government
 - Sec. 276a-2. Payment of wages by Comptroller General from withheld payments; listing contractors violating contracts
 - Sec. 276a-3. Effect on other Federal laws
 - Sec. 276c. Regulations governing contractors and subcontractors
- ◆ The Davis-Bacon Act is supplemented by the Code of Federal Regulations (29 CFR part 5), <http://frwebgate5.access.gpo.gov/cgi-bin/waisgate.cgi?WAISdocID=0048629461+12+0+0&WASAction=retrieve>.
- ◆ All contractors and subcontractors on construction projects are required to pay prevailing wages. In the Invitation for Bid, include the most current Prevailing Wage Scale for the labor classes required to complete the project. (For a hypothetical example, carpenters must be paid a minimum of \$12.27 per hour, sprinkler fitters must be paid a minimum of \$23.73 per hour, backhoe operators must be paid a minimum of \$9.50 per hour.) Over forty hours per week, time-and-a-half must be paid. To obtain the most current Prevailing Wages from the Department of Labor, contact the Wage & Hour Public Contract Division at (866) 487-9243.

- ◆ Work with the Department of Labor to ensure that contractors and subcontractors are paying each employee the prevailing minimum wage and the appropriate overtime pay. Interviews of the employees must be conducted to ensure compliance. Employees must be paid weekly through check or money order so there is a record of the pay. Good record keeping is critical in the event the Department of Labor audits RTA. Owners of companies who work on site are not required to pay themselves the prevailing wage.
- ◆ Determine insurance requirements (such as workers comp) if work is to be performed on RTA property. Complete the insurance page (page 2) of the "Request to Solicit Competitive Bids or Proposals" form. Also, contact the RTA Risk Management Coordinator for assistance with determining insurance needs.
- ◆ Follow the steps outlined for Small Purchases (Exceeding \$10,000) Section 3.2.2 or Large Purchases (Exceeding \$100,000), Sections 3.3 and 3.3.1, to procure a construction contractor.
- ◆ For information on bonding requirements, see FTA Circular 4220.1F, Chapter IV, Sec. 2.h(1).
- ◆ Include the Bidder's Questionnaire: Determination of Responsibility/Non-responsibility in the Bid Package (located in VII of the Bid Package.)

CHAPTER 4

BID PACKAGE AND

REQUEST FOR PROPOSAL

PROCEDURES

This chapter identifies recommended elements to be included in Invitation for Bid (IFB) Packages and Requests for Proposals (RFP).

4.1 INVITATION FOR BID COVER PAGE

Bid Packages will contain the following sections.

I ____ Cover Page including the following items:

- ____ Invitation for Bid Number (assigned by the RTA Procurement Officer) and the item to be procured,
- ____ RTA mailing address and physical address,
- ____ Date that the Invitation for Bid is issued,
- ____ Number of pages in the Invitation for Bid Package,
- ____ Bid Closing Date,
- ____ Bid Closing Time (indicate the prevailing local time),
- ____ Pre-Bid Meeting Date,
- ____ Pre-Bid Meeting Time (indicate the prevailing local time),
- ____ RTA Procurement Officer name and telephone number,
- ____ A space for the bidder's name and address,
- ____ Description of Invitation for Bid,
- ____ Place for bidder to acknowledge receipt of addenda, and
- ____ Section for the bidder's signature.

II ____ Bid and Award Contract Form. This form acts as the solicitation, and when signed by both parties, becomes the contract. This form must be signed by the Executive Director. Include the Type of Contract (See Appendix A, the second page of *Justification for Contract Type* (Form A-5)).

III ____ Affidavit and Penalty of Non-Collusion

IV ____ Solicitation, Offer and Award Boiler Plate containing the following sections:

Section A ____ Introduction and General Information -- Purpose and the history or background of the service. A general statement of the minimum experience and qualifications required of the contractor are also usually included in the introduction. For commodities, state the intended use of the item and the name of the using department.

1 ____ Scope -- Explain what RTA expects to accomplish from the contract. Give a brief overview of the work required and

define the extent of the service to be provided and the contract term.

- 2 ____ Contract Documents
- 3 ____ Notice, Waiver and Applicable Law
- 4 ____ Definition of Terms
- 5 ____ Compliance with Federal Requirements
 - 5.1 ____ General Compliance
 - 5.2 ____ Wage-Price Regulations
- 6 ____ Historically Underutilized Business Enterprise
- 7 ____ Ineligible Bidders

Section B ____ Instructions to Bidders

- 1 ____ Pre-Bid Conference
 - 1.1 ____ Pre-Bid Conference Date, Time, and Location
 - 1.2 ____ Attendance: Bidder's Responsibility, Not Mandatory
 - 1.3 ____ Accommodations for Persons with Disabilities
 - 1.4 ____ Pre-Bid Conference Agenda
- 2 ____ Bid Submittal
 - 2.1 ____ Delivery Procedures, Time and Date
 - 2.2 ____ Bid Requirements and Format (number of copies, sealed, etc.)
 - 2.3 ____ Pre-Award Investigation
 - 2.4 ____ Bid Preparation Costs
 - 2.5 ____ Bid Acceptance Period
 - 2.6 ____ Trade Secrets, Confidential Information, and the Public Information Act
 - 2.7 ____ Modification of Bid
 - 2.8 ____ Withdrawal of Bid
 - 2.9 ____ Unauthorized Conditions
 - 2.10 ____ Samples
- 3 ____ Bid Opening
 - 3.1 ____ Bid Opening Date, Time, and Location
 - 3.2 ____ Bid Opening Postponement, Amendment and Addenda
 - 3.3 ____ Public Opening of Bids
 - 3.4 ____ Rejection of Bids
 - 3.5 ____ Single Bid
- 4 ____ Examination of Documents and Requirements
 - 4.1 ____ Examination of ITB Documents
 - 4.2 ____ Bidder Responsibility to Examine Conditions and Requirements
 - 4.3 ____ Evidence of Responsibility
- 5 ____ Clarification of Requirements
- 6 ____ Addenda, and Modifications
- 7 ____ Protest Procedures
 - 7.1-7.5 ____ General Protest Procedures
 - 7.6 ____ Pre-Bid or Solicitation Phase Protest
 - 7.7 ____ Pre-Award Protest
 - 7.8 ____ Post-Award Protest

- 7.9 ___ Appeals
- 8 ___ Options (if applicable)
 - 8.1 ___ Evaluation of Options
 - 8.2 ___ Exercise of Options
- 9 ___ Award Procedure
- 10 ___ Execution of Contract and Bonds
 - 10.1 ___ Time Period for Execution of Contract and Filing Bonds
 - 10.2 ___ Performance Bond (for contracts exceeding \$100,000), and Payment Bond (for contracts utilizing subcontractors and exceeding \$10,000) Requirements, if any.
 - 10.3 ___ Bond Issued by Corporate Surety
 - 10.4 ___ Contract Commencement Date
 - 10.5 ___ Acceptance
 - 10.6 ___ Contract Termination for Convenience
 - 10.7 ___ Contract Termination for Default
 - 10.8 ___ Effect of Extensions of Time
 - 10.9 ___ Waiver
- 11 ___ Delivery of Goods or Service
 - 11.1 ___ Delivery Procedure
 - 11.2 ___ Delivery Schedule
- 12 ___ Service and Parts
 - 12.1 ___ Location of Nearest Technical Service Representative to RTA
 - 12.2 ___ Location of Nearest Parts Distribution Center to RTA
 - 12.3 ___ Policy for Delivery of Parts and Components to be Purchased for Service and Maintenance:
- 13 ___ Payment -- Note: The ITB may not include a ceiling budget or price; however, it may specify options that effectively limit the amount of funds RTA will spend.
 - 13.1. Payment Schedule
 - 13.2 Sales Tax Exemption
- 14 ___ Contractor Qualifications Including Description of Experience.
- 15 ___ Licenses, Permits, Taxes
- 16 ___ Information and Reports
- 17 ___ Motor Vehicle Clauses for In-Plant Quality Assurance Requirements -- Include the following elements as needed:
 - 17.1 ___ Quality Assurance Organization
 - 17.2 ___ Quality Assurance Functions
 - 17.3 ___ Standards and Facilities
 - 17.4 ___ Control of Purchases
 - 17.5 ___ Manufacturing Control
 - 17.6 ___ Inspection System
 - 17.7 ___ Resident Inspector
 - 17.8 ___ Remedies and Penalties

- 18 ____ Alternative Bid (Permission, if any, to submit alternative bids, including alternative material or design. The alternative bid must be in addition to the basic bid.)
- 19 ____ Equal Employment Opportunity
- 20 ____ Standard Department of Transportation Title VI Assurance
 - 20.1 ____ Compliance with Regulations
 - 20.2 ____ Nondiscrimination
 - 20.3 ____ Solicitations for Subcontracts
 - 20.4 ____ Sanctions for Noncompliance
 - 20.5 ____ Incorporation of Provisions in Subcontracts
- 21 ____ Disadvantaged Business Enterprise (DBE) Requirements
 - 21.1 ____ Equal Opportunity to Submit Bid
 - 21.2 ____ DBE Definition
 - 21.3 ____ DBE Requirements for Transit Vehicle Manufacturers
- 22 ____ Conflict of Interest
 - 22.1 ____ Prohibited Interest
 - 22.2 ____ Disclosure of Conflicts of Interest
 - 22.3 ____ Interest of Members of or Delegates to Congress
 - 22.4 ____ Covenant Against Contingent Fees
 - 22.5 ____ Covenant Against Gratuities
- 23 ____ Authorization to Bind Submitter of Bid
 - 23.1 ____ Bidder Name, Address, Officer Signature
 - 23.2 ____ Integral Part of the Contract
- 24 ____ Factors and Requirements to be Considered in the Evaluation of Bids (include shipping costs and how each factor will be evaluated)
- 25 ____ Prevailing Wage Rates Schedule for construction projects over \$2,000. (See Section 3.6 of this manual for more specific information.) Include a reference to the Davis-Bacon Act.
- 26 ____ Notice of Award
- 27 ____ Notice of Acceptance of Award
- 28 ____ Changes by Contractor
- 29 ____ Time Extensions
- 30 ____ Liquidated Damages
 - 30.1 ____ Liquidated Damages Compensation
 - 30.2 ____ Delays Beyond the Contractor's Control
- 31 ____ Contractor's Liability
- 32 ____ Approval by the Procurement Officer
- 33 ____ Defective or Damaged Work
- 34 ____ Damages
- 35 ____ Penalty for Failure to Complete Contract
- 36 ____ Infringement of Patents
- 37 ____ Assignment
- 38 ____ Warranty of Title
- 39 ____ Compliance with Laws and Regulations
- 40 ____ Miscellaneous Clauses for Motor Vehicles
 - 40.1 ____ Motor Vehicle Safety Standards
 - 40.2 ____ Motor Vehicle Pollution Standards

- 40.3 ___ Specifications (Omission and Priority)
- 40.4 ___ Modifications to Contract: Price Adjustment for Regulatory Changes
- 40.5 ___ Interchangeability
- 40.6 ___ Materials/Accessories Responsibility
- 40.7 ___ Service and Parts (Instructors, Engineers, Documents, and Spare Parts)
- 40.8 ___ Deliveries (Assumption of Risk of Loss, Acceptance)
- 40.9 ___ Repairs After Nonacceptance
- 40.10 ___ Title
- 40.11 ___ Patents
- 40.12 ___ Brand Names
- 40.13 ___ Past Performance
- 40.14 ___ Financial Stability
- 40.15 ___ Safety Certification
- 40.16 ___ Performance Data
- 40.17 ___ Price for a Complete Coach
- 40.18 ___ Specified Parts
- 41 ___ Motor Vehicle Clauses for Acceptance Tests
 - 41.1 ___ Acceptance Test, General
 - 41.2 ___ Predelivery Tests and Inspections
 - 41.3 ___ Post-Delivery Operation
- 42 ___ Motor Vehicle Clauses for Warranty Basic Provisions
 - 42.1 ___ Warranty Requirements
 - 42.2 ___ Voiding of Warranty
 - 42.3 ___ Exceptions to Warranty
 - 42.4 ___ Detection of Defects
 - 42.5 ___ Scope of Warranty Repairs
 - 42.6 ___ Fleet Defects
 - 42.7 ___ Guarantee and Inspections
- 43 ___ MBE Requirements for Transit Vehicle Manufacturers
- 44 ___ Specifications and Brand Names
 - 44.1 ___ Descriptive Not Restrictive
 - 44.2 ___ Certify Equivalency
 - 44.3 ___ Minor Deviations
 - 44.4 ___ Approved Brand List
 - 44.5 ___ Samples
- 45 ___ Federal Transit Administration Master Agreement Clauses. The complete FTA Master Agreement is located at: <http://www.fta.dot.gov/library/legal/agreements/2001/ma.html>. (For a copy of the Representations and Certifications: Mandatory Federal Clauses, see the *Best Practices Procurement Manual* Sec. 8) **Use the clauses for the specific type contracts as indicated.**
 - 1) Fly America Requirements (**All persons and property above and below \$100,000**)
 - 2) Buy America Requirements (Construction Contracts, Acquisition of Goods or Rolling Stock valued at more than \$150,000)

- 3) Charter Bus Requirements and School Bus Requirements (Operational Service Contracts only)
- 4) Cargo Preference Requirements (**All equipment, materials, or commodities**)
- 5) Seismic Safety Requirements (Construction of new buildings and additions to existing buildings)
- 6) Energy Conservation Requirements (**All contracts above and below \$100,000**)
- 7) Clean Water Requirements (All contracts over \$100,000)
- 8) Bus Testing (Acquisition of rolling stock/turnkey only)
- 9) Pre-Award and Post Delivery Audit Requirements (Rolling stock/turnkey only)
- 10) Lobbying (Contracts over \$100,000 for Construction, Architecture/Engineering, Acquisition of Rolling Stock, Professional Service, Operational Service, Turnkey)
- 11) Access to Records and Reports (**All contracts above and below \$100,000**)
- 12) Federal Changes (**All contracts above and below \$100,000**)
- 13) Bonding Requirements (Construction or facility improvement over \$100,000)
- 14) Clean Air (All contracts over \$100,000)
- 15) Recycled Products (All contracts for items designated by EPA worth **\$10,000** or more)
- 16) Davis-Bacon Act (All construction contracts over \$2,000)
- 17) Contract Work Hours and Safety Standards Act (Construction Contracts over **\$2,000**, Rolling Stock, Turnkey, and Operational Services over **\$3,000**)
- 18) Copeland Anti-Kickback Act (All **construction** contracts over **\$2,000**)
- 19) No Government Obligation to Third Parties (**All contracts above and below \$100,000**)
- 20) Program Fraud and False or Fraudulent Statements and Related Acts (**All contracts above and below \$100,000**)
- 21) Termination (All contracts exceeding **\$10,000**, except nonprofits and Institutions of Higher Education must exceed \$100,000)
- 22) Government-wide Debarment and Suspension (Nonprocurement) (All contracts over \$100,000)
- 23) Privacy Act (**All contracts above and below \$100,000**)
- 24) Civil Rights Requirements (**All contracts above and below \$100,000**)
- 25) Breaches and Dispute Resolution (All contracts over \$100,000)
- 26) Patent and Rights in Data (Research projects to develop a product or information that is not capital or operating)
- 27) Transit Employee Protective Agreements (Each contract for transit operations performed by employees of a contractor recognized by FTA as a transit operator. The use of this clause must be determined by FTA: 817/978-0560)
- 28) Disadvantaged Business Enterprises (DBE) (**All DOT**)

- assisted contracts)
- 29) State and Local Law Disclaimer (All contracts above and below \$100,000)
- 30) Incorporation of Federal Transit Administration (FTA) Terms (All contracts above and below \$100,000)
- 31) Drug and Alcohol Testing (All Operational Service contracts)

Section C ____ General Conditions (Paragraphs 1 through 26)

Section D ____ Bidder Unable to Respond Form

V Specification: a description of the supplies or services to be furnished in sufficient detail to permit open, full and free competition and should include methods and timing of testing and inspecting. (See Section 4.4 for more detail).

Section A ____ Technical Specification -- Include the following requirements as needed:

- 1 ____ Design Features and Requirements: List all design requirements, including materials, manufacturing standards and directions, dimensions, physical characteristics of all kinds, and workmanship standards.
- 2 ____ Performance Requirements and Characteristics: List all functional needs and performance requirements and include work-related needs which the item must achieve.
- 3 ____ Other Requirements: List any requirements not covered in the first two sections.

Section B ____ Applicable Documents: List all documents, plans, drawings, specifications, etc., that have been referenced in the specification, including title, edition or issue number, year of publication and publisher or originating organization. If necessary, state where the document(s) are located.

Section C ____ Definitions that define technical and critical terms where necessary.

VI ____ Addenda as issued.

VII ____ Legal Documents and Other Documents:

- ☐ Insurance Requirement Affidavit
- ☐ Statutory Payment Bond
- ☐ Statutory Performance Bond
- ☐ Certificate of Insurance
- ☐ Contractor Checklist
- ☐ Required Workers' Compensation Coverage
- ☐ Contract
- ☐ Bidder's Questionnaire: Determination of Responsibility/Non-responsibility

4.2 REQUEST FOR PROPOSALS PACKAGE

Request for Proposals will contain the following sections.

- I. ____ Cover Page including the following items:
- ____ RFP Number (assigned by the RTA Procurement Officer) and the item or service to be procured;
 - ____ RTA mailing address and physical address;
 - ____ Date that the Request for Proposal is issued;
 - ____ Number of pages in the Request for Proposal;
 - ____ RFP Closing Date;
 - ____ RFP Closing Time (indicate the prevailing local time);
 - ____ Pre-Proposal Meeting Date;
 - ____ Pre-Proposal Meeting Time (indicate the prevailing local time);
 - ____ RTA Procurement Officer name and telephone number;
 - ____ A space for the proposer's name and address;
 - ____ Description of Request for Proposal {Project Title};
 - ____ Place for proposer to acknowledge receipt of addenda; and
 - ____ Section for the proposer's authorized signature.

- II. ____ Solicitation, Offer and Award Boiler Plate containing the following sections:

Section A. ____ Instructions to Offerors

1. ____ Proposal Delivery, Time & Date
2. ____ Pre-Proposal Conference
3. ____ Clarification of Requirements
4. ____ Addenda & Modifications
5. ____ Examination of Documents and Requirements
6. ____ Proposal Copies
7. ____ Proposal Preparation Costs
8. ____ Trade Secrets, Confidential Information, and the NM Public Information Act
9. ____ Disadvantaged Business Enterprise (DBE) Requirements
10. ____ Year 2000 Compliance and National Architecture Compliance
11. ____ Conflict of Interest
12. ____ Anti-Lobbying Provision
13. ____ Authorization to Bind Submitter of Proposal
14. ____ Evaluation Process
15. ____ Selection
16. ____ Award Procedure and Contract
17. ____ Equal Employment Opportunity
18. ____ Competitive RFP Procedures for Architectural and Professional Engineering Services Contracts Exceeding \$10,000 **{use only if needed}**
19. ____ Architecture and Professional Engineering Services Contracts for Services Costing less than \$10,000 **{use only if needed}**

Section B. ___ General Requirements:

1. ___ Intent
2. ___ Project Description: history or background of the item or service to be procured. Describe the project in detail, using department, etc.
3. ___ Purpose of the Project: Describe how RTA will use the product or service
4. ___ Scope of Work: Provide a brief overview of the work required and define the extent of the service to be provided. Describe the functions of the project management team.
5. ___ Duration of Contract
6. ___ Options
7. ___ Project Methodology
8. ___ Evaluation Criteria; Proposal Evaluation Criteria Form
9. ___ Proposal Format

III. ___ Price Proposal and *Contract Award Offer and Acceptance Form*

IV. ___ Federal Transit Administration Master Agreement Clauses (The complete FTA Master Agreement located at <http://www.fta.dot.gov/library/legal/agreements/2001/ma.html>. For a copy of the Representations and Certifications: Mandatory Federal Clauses, see the *Best Practices Procurement Manual*) **Use the clauses for the specific type contracts as indicated.**

- 1) Fly America Requirements (**All persons and property above and below \$100,000**)
- 2) Buy America Requirements (Construction Contracts, Acquisition of Goods or Rolling Stock valued at more than \$150,000)
- 3) Charter Bus Requirements and School Bus Requirements (Operational Service Contracts only)
- 4) Cargo Preference Requirements (**All equipment, materials, or commodities**)
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- 8) Bus Testing (Acquisition of rolling stock/turnkey only)
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- 10) Lobbying (Contracts over \$100,000 for Construction, Architecture/Engineering, Acquisition of Rolling Stock, Professional Service, Operational Service, Turnkey)
- 11) Access to Records and Reports (**All contracts above and below \$100,000**)
- 12) Federal Changes (**All contracts above and below \$100,000**)
- 13) Bonding Requirements (Construction or facility improvement over \$100,000)
- 14) Clean Air (All contracts over \$100,000)
- 15) Recycled Products (All contracts for items designated by EPA worth **\$10,000** or more)
- 16) Davis-Bacon Act (All construction contracts over \$2,000)
- 17) Contract Work Hours and Safety Standards Act (Construction Contracts over **\$2,000**, Rolling Stock, Turnkey, and Operational Services over **\$3,000**)
- 18) Copeland Anti-Kickback Act (All **construction** contracts over **\$2,000**)
- 19) No Government Obligation to Third Parties (**All contracts above and below**

\$100,000)

- 20) Program Fraud and False or Fraudulent Statements and Related Acts (**All contracts above and below \$100,000**)
- 21) Termination (All contracts exceeding \$10,000, except nonprofits and Institutions of Higher Education must exceed \$100,000)
- 22) Government-wide Debarment and Suspension (Nonprocurement) (All contracts over \$100,000)
- 23) Privacy Act (**All contracts above and below \$100,000**)
- 24) Civil Rights Requirements (**All contracts above and below \$100,000**)
- 25) Breaches and Dispute Resolution (All contracts over \$100,000)
- 26) Patent and Rights in Data (Research projects to develop a product or information that is not capital or operating)
- 27) Transit Employee Protective Agreements (Each contract for transit operations performed by employees of a contractor recognized by FTA as a transit operator. The use of this clause must be determined by FTA: 817/978-0560)
- 28) Disadvantaged Business Enterprises (DBE) (**All DOT assisted contracts**)
- 29) State and Local Law Disclaimer (**All contracts above and below \$100,000**)
- 30) Incorporation of Federal Transit Administration (FTA) Terms (**All contracts above and below \$100,000**)
- 31) Drug and Alcohol Testing (All Operational Service contracts)

V. ____ Proposer Unable to Respond Form

VI. ____ Addenda

VII. ____ Legal Documents and Other Documents

4.3 AMENDING THE IFB OR RFP

Any bidder in doubt of the true meaning of any part of the specifications or other documents may request an interpretation from the RTA Procurement Officer. If the Procurement Officer finds that the interpretation is substantive or that a mistake has been made, the Procurement Officer will issue a written addendum to all bidders that received the original Invitation for Bid or Request for Proposal. The addendum will become part of the Invitation for Bid Package or Request for Proposal and will have the same binding effect as provisions of the original document. No verbal explanations or interpretations will be binding. In order for a request for interpretation be considered, the request must be submitted in writing and must be received by the RTA Procurement Officer no later than five (5) days prior to the bid or proposal due date. RTA does not assume responsibility for the receipt of addendum sent to bidders or proposers. A copy of all addenda issued must be signed and returned with the bidder's bid or proposal. The bidder must also acknowledge receipt of the addenda by initialing the appropriate place on the Invitation for Bid or Request for Proposal cover sheet.

4.4 SPECIFICATIONS

Specifications provide clear guides to purchasing and provide vendors with firm criteria of minimum product or service acceptability. A specification is a concise statement of a set of requirements to be satisfied by a product, material, or a process indicating, whenever appropriate, the procedure by means of which it may be determined whether the requirements given are satisfied. As far as practicable, it is desirable that the requirements be expressed numerically in terms of appropriate units together with the

limits. Specifications are intended to serve as a means of assuring that the items purchased have the desired quality and performance characteristics.

4.4.1 Specification Criteria

A good specification has four characteristics:

- 1) **It sets the minimum acceptability of the good or service.** The term "minimum acceptability" is key, since the vendor must know the minimum standard in order to determine what to provide. Too high a standard means tax dollar will be wasted. Too low a standard means the good or service will not meet the user's expectations. Standardization is the process of establishing agreement on the characteristics and quality of the products to be purchased. The justification for any standardization program is savings. Some of the cost reduction features of a good standardization program are larger quantities of fewer goods categories, more economical buying, flexibility of inventory, reduction of purchasing time, lower departmental operating costs, and reduced inventories.
- 2) **It should promote competitive bidding.** The maximum number of responsible vendors should be able to bid to the specification. Restrictive specifications decrease competition.
- 3) **It should contain provisions for reasonable tests and inspections for acceptability of the good or service.** The methods and timing of testing and inspecting must be indicated in the specification. Whenever possible, tests should refer to nationally recognized practices and standards.
- 4) **It should provide for an equitable award to the lowest responsible and responsive bidder.** The buyer obtains goods or services that will perform to expectations, and the vendor is able to provide the goods or services at an equitable agreed price.

Use the following checklist to ensure that a specification meets the four criteria stated above.

- ☐ It is simple, consistent, and specific enough that a loophole will not allow a bidder to evade any of the provisions and thereby take advantage of competitors or RTA.
- ☐ The specification includes a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use.
- ☐ Detailed product specifications should be avoided if at all possible.
- ☐ It identifies, when possible, several brand names or a specification already on the market. When brand names are used, the bid shall clearly indicate that the intent is not to restrict competition and that other brands and models of the same general type and function will be acceptable. A "brand name or equal" description may be used only when RTA cannot provide an adequate specification or more detailed description without performing an inspection and analysis in time for the acquisition

under consideration. Further, if a "brand name or equal" is used, the specification must carefully identify the minimum needs and clearly set forth those salient physical and functional characteristics of the brand name product in the solicitation. Include an "or equal" or "or approved equal" clause to safeguard against restricting competition. Specifications shall not be restrictive to a single brand or vendor or be labeled "NO SUBSTITUTE." If such restriction is necessary, a sole-source purchase is involved and requires a detailed justification that describes why only one supplier or brand can fill the need. This justification shall contain specific information regarding the peculiarities of the purchase, such as a supplier's unique capability, critical time schedules, which cannot be met by other suppliers, or patent/copyright considerations. (For information on Sole Source Procurements, see Section 3.5.) (See the *Best Practices Procurement Manual* for more information on Brand Names and Approved Equals.)

- Describe the method of checking the specification, which will govern acceptance or rejection. A specification which cannot be checked is of little value, and where checking methods vary in accuracy, only confusion can result.
- Allow for reasonable tolerances. Unnecessary precision is expensive.
- The specification is as fair to the vendor as possible.
- Several bidders are capable of meeting the specification for the sake of competition.
- The specification is clear. Misunderstandings are expensive. The specification must be understandable to both the vendor and the RTA department that will use the product or service.

4.4.2 Where to Obtain Specifications

The RTA department may have to write its own specifications. However, it is recommended that departments attempt to obtain existing specifications, at least to get some ideas. Specifications may be obtained from the following sources:

- ◆ Other local governments - Contact cities, counties or other governmental entities. Your best friends are other governmental purchasing agents.

- ◆ The Federal Government:

General Services Administration
Specifications Unit (WFSIS)
Health
7th and D Streets, S.W., Room 6654
Washington, D.C. 20407
202/708-9205

Department of Health and Human Services
National Institute for Occupational Safety & Health
Robert A. Taft Laboratories
4676 Columbia Parkway
Cincinnati, OH 45226

(Note: If requesting specifications, please include a stick-on label with your return address.)

GSA Spec Activity Service
Naval Weapons Plant Avenue
Room 3197 19111
Building 301
Washington, D.C. 20407

Department of Defense
Naval Publications and Forms Center
5801 Tabor Avenue
Philadelphia, PA 19102
215/696-3321

Defense Printing
700 Robins
Philadelphia, PA
215/697-2179

- ◆ Trade associations and vendors. If using vendor's specifications, try to remove any "vendor bias", e.g. specifications which fit only one brand name.
- ◆ Other public or private standards and specifications writing associations - such as Underwriters Laboratories, American National Standards Institute.

- ◆ Professional associations for procurement managers - such as National Purchasing Institute, National Institute for Governmental Purchasing.

4.4.3 Types of Specifications

The following are the most commonly used types of specifications. A single specification may be a combination of two or more of these types, especially the first two.

- ◆ Design Specifications - detailed descriptions of a good or service, including such things as details of construction or production, dimensions, chemical composition, physical properties, materials, ingredients and all other details needed for the provider to produce an item of minimum acceptability. Design specifications are usually required for construction projects and custom produced items and for many services.
- ◆ Performance Specifications - where the goods and/or services are described in terms of required performance. They may include such details as required power, strength of material, test methods and standards of acceptability and recommended practices.
- ◆ Combination Specifications - contains elements of both design and performance specifications. Some features of each are included to allow a vendor to use ingenuity to meet performance needs and also to require certain necessary design characteristics. This is probably the most common type of specification.
- ◆ Brand-Name Specifications - list a good or service by brand name, model, and other identifying specifics, in order to limit the bidding to a single preferred product. Since this type of specification discourages competition, it should not be used unless the item is the only one which will satisfy the requirements of RTA. This type of specification is useful for purchasing replacement parts where only the brand name item will work.
- ◆ Brand-Name or Equal Specifications - similar to brand-name specifications, except that products equal to the characteristics of the named brand are specified as acceptable.
- ◆ Qualified Products List Specifications - based on a list of products, identified by manufacturers' name and model numbers, which are the only items that will be acceptable. These are used when quality is such a critical factor and testing so lengthy or expensive that RTA wants to stay with proven products. The list is prepared by testing products, either in the lab or in daily use. Items may be added to the list by the vendor demonstrating their quality in comparison to those on the list.
- ◆ Approved Product List Specifications - See Qualified Products List Specifications.
- ◆ Standard Specifications - a single specification for one or more goods/services that are ordered on a recurring basis and that have the same general purpose. The same specification is used each time an order is placed, or bids are advertised. Examples are office supplies, paper, janitorial supplies and copier service contracts. Standardized specifications will usually be complete and more detailed than one-time specifications.
- ◆ Qualified Bidder - Specifying the minimum qualifications that a bidder must meet in order to be eligible for award is used primarily for major construction projects and service contracting. Experience, references, qualifications, and evidence of financial stability required of each bidder must be completely described. Avoid using

qualification criteria that are not based on a contractor's ability to provide the service or that limit competition.

4.4.4 Specification Writing

Try to obtain an existing specification before starting to write a new one, you will almost always have to do some specification writing or rewriting. This section will help you accomplish this task as simply and efficiently as possible.

Step 1. Determine that an acceptable specification is not available and a new one must be written or an old one must be revised.

Step 2. Gather data for the specification. Sources are:

- a. using department - Determine their needs and requirements;
- b. vendors and manufacturers;
- c. trade associations for that commodity, service or product;
- d. other local government, state, federal and Canadian specifications and standards;
- e. private or public standards-writing organizations, such as:
 - (1) ASTM - American Society for Testing and Materials
1916 Race Street
Philadelphia, Pennsylvania 19103
 - (2) SAE - Society of Automotive Engineers
 - (3) ASHRAE - American Society of Heating, Refrigeration and air-conditioning Engineers
 - (4) Many, many others. Contact the vendor for the commodity or a trade association for the commodity for information.

Step 3. Analyze and evaluate the data based on the government's requirements.

Step 4. Decide on parameters for the item of service and set minimum levels of acceptance so that the items purchased will meet the needs of RTA.

Step 5. Write the proposed specification. Use a standard format for all specifications to ensure uniform preparation and to promote easier understanding by users of the specification.

- a. Specifications should always be written to encourage competition by containing as little restrictive language as possible.
- b. Use U.S. Industry and national standards and measures where appropriate to describe the items.

Step 6. Where applicable, and especially for standardized specifications, circulate the specification to:

- a. all potential users
 - b. buyers in the purchasing office
- Request their comments. Users should comment on unsatisfactory aspects of the specification to avoid protests later.

Step 7. Analyze and evaluate comments on the proposed specification:

- a. tabulate recommended changes
- b. evaluate the effect on proposed specification
- c. discuss with users and buyers

Step 8. Change proposed specification, and

- a. if necessary, re-circulate new proposed specification. Go back to Step 6, or
- b. if only minor changes, prepare final version.

Step 9. Assign specification number.

STANDARDS WRITING ORGANIZATIONS

American Bar Association (ABA)
D.C. Bar, 1800 M Street, N.W.
Suite 200 (South Lobby)
Washington, D.C. 20036
202/331-2200

American National Standards Institute
11 West 42nd Street, 13th Floor
New York, NY 10036
212/642-4900

American Society for Testing and Materials (ASTM)
1916 Race Street
Philadelphia, PA 19103
215/299-5400

American Society of Mechanical Engineers
345 East 47th Street
New York, NY 10017
212/705-7000

American Welding Society (AWS)
550 N.W. 42nd Avenue
Miami, FL 33126
305/443-9353

Electronic Industries Association (EIA)
2001 Pennsylvania Street, N.W.
Washington, D.C. 20006
202/457-4900

Engineering Societies Library (ESL)
345 East 47th Street
New York, NY 10017
212/705-7611

OTHER SOURCES OF SPECIFICATIONS INFORMATION

American Institute of Steel Construction
Rt. 1 East Wacker Drive, Suite 3100
Chicago, IL 60601-2001
312/670-2400

American Water Works Association
6666 West Quincy Ave
Denver, CO 80235
303/794-7711

Mfrs Standardization Society of the Valve
Purchasing
and Fittings Industry
127 Park Street, N.E.
Vienna, VA 22180
703/281-6613

National Fire Protection Association
Battery March Park
Quincy, MA 02269
617/770-3000

National Institute of Standards & Technology
Gaithersburg, MD 20899
301/975-2000

National Fire Protection Association (NFPA)
Battery March Park
Quincy, MA 02269
800/344-3555

National Standards Association, Inc. (NSA)
1200 Quince Orchard Blvd.
Gaithersburg, MD 20878
301/590-2300

National Technical Information Service
5285 Port Royal Road
Springfield, VA 22161
703/487-4600

Society of Automotive Engineers (SAE)
400 Commonwealth Drive
Warrendale, PA 15096
412/776-4841

Underwriters Laboratories, Inc. (UL)
Public Information Service
333 Pfingsten Road
Northbrook, IL 60062

Intl Coalition for Procurement Standards
(ICPS)
1916 Race Street
Philadelphia, PA 19103
215/299-5524

American Petroleum Institute
1220 L Street, N.W.
Washington, D.C. 20005
202/682-8000

American Society of Agricultural Engineers
2950 Niles Road
St. Joseph, MI 49085
616/429-0300

National Institute of Governmental
115 Hillwood Ave
Suite 201
Falls Church, VA 22046
703/533-7300

Public Technology, Inc.
1301 Pennsylvania Ave, N.W., Suite 704
Washington, D.C. 20004
202/626-2400

CHAPTER 5

DISPUTE AND PROTEST PROCEDURES

According to FTA Circular 4220.1F, Chapter VII (page VII-1, par. 2), "In general, FTA will not substitute its judgment for that of the recipient or subrecipient unless the matter is primarily a Federal concern. Examples of "Federal concerns" include, but are not limited to, situations "where a special Federal interest is declared because of program management concerns, possible mismanagement, impropriety, waste, or fraud." Nevertheless, FTA can become involved in the recipient's administrative decisions when a recipient's protest decision is appealed to FTA, or when the recipient seeks to use FTA assistance to support the costs of settlements or other resolutions of protests, disputes, claims, or litigation." **In all instances, RTA shall disclose information regarding protests to FTA via memorandum.**

Potential bidders, contractors, or proposers can lodge written protests as a remedy to correct a perceived wrong that may have occurred during the procurement process. RTA will accept and review the protest with the understanding that the integrity of the procurement process may be at stake. RTA will use the following procedures to resolve disputes in the attempt to avoid FTA involvement or litigation.

All protests lodged by potential or actual bidders, contractors, or proposers must be made in writing and contain the following information:

- ◆ Name, address, and telephone number of the protester.
- ◆ Identification of the solicitation or contract number and title.
- ◆ A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
- ◆ Identification of the issue(s) to be resolved and statement of what relief is requested.
- ◆ Argument and authorities in support of the protest.
- ◆ A statement that copies of the protest have been mailed or delivered to all interested parties in the Invitation for Bid or Request for Proposal process. In the case of Requests for Proposals, the RTA Procurement Officer shall direct the protester to mail or deliver the protest to relevant parties.

Mail the protest to:
Procurement Officer
RTA

OR

Overnight or hand deliver the protest to:
Procurement Officer
RTA

Faxed or e-mailed protests will not be accepted.

The RTA Procurement Officer will respond, in written detail, with counterclaims to each substantive issue raised in the protest. The Procurement Officer will also perform the following analysis:

- ◆ Price Analysis or Cost Analysis for each claim.
- ◆ Technical Analysis to determine the validity of the claim(s) and determine the appropriate response(s).
- ◆ Legal Analysis to consider all the factors available after the price, cost and technical analyses have been conducted to determine the contractor's, RTA, and FTA's legal positions.

(For more information on developing a position and how to handle liquidated damages, refer to the *Best Practices Procurement Manual*.)

The Executive Director has the authority to render the final determination regarding the protest. Any determination rendered by RTA will be final. The Federal Transit Administration will entertain appeals only in cases stated below in Section 5.4.

51 PRE-BID OR SOLICITATION PHASE PROTEST

A Pre-Bid or Solicitation Phase Protest must be received in writing by the RTA Procurement Officer a minimum of five (5) full workdays prior to the bid opening or proposal due date. If the written protest is not received in the time specified, the award may be made following normal procedures, unless the Procurement Officer, upon investigation, determines that remedial action is required on the grounds of fraud, gross abuse of the procurement process, or otherwise indicates substantial prejudice to the integrity of the procurement system, and said action should be taken. Within three (3) workdays from the time the protest is received, the RTA Procurement Officer will notify all potential bidders, contractors, or proposers that a protest has been lodged and the nature of the protest. The Procurement Officer will respond to the protest in writing within five (5) working days from the time the protest was received. If the Procurement Officer decides to withhold the award pending the resolution of the protest, the Procurement Officer may request a time extension for award acceptance from those bidders, contractors, or proposers whose bids or proposal might become eligible for award. This extension for award acceptance must be with the consent of sureties, if any, in order to avoid to the need for re-advertising.

RTA will not make an award prior to five (5) working days after the protest is resolved, or if the protest has been filed with FTA during the protest negotiation period, unless RTA determines that:

- ◆ The items or services to be procured are urgently required;
- ◆ Delivery or performance will be unduly delayed by failure to make the award promptly; or
- ◆ Failure to make the award will otherwise cause undue harm to RTA or the federal government.

The Procurement Officer will document this action and give written notice of the decision to proceed with the award to the Protester, and to other parties where deemed necessary.

52 PRE-AWARD PROTEST

Protests may be lodged after the Bid Opening or Close of Request for Proposal deadline and prior to Notice of Award. Within three (3) workdays from the time the protest is received, the RTA Procurement Officer will notify all potential bidders, contractors, or proposers that a protest has been lodged and the nature of the protest. The Procurement Officer will respond to the protest in writing within five (5) working days from the time the protest was received. If the Procurement Officer decides to withhold the award pending the resolution of the protest, the Procurement Officer may request a time extension for award acceptance from those bidders, contractors, or proposers whose bids or proposal might become eligible for award. This extension for award acceptance must be with the consent of sureties, if any, in order to avoid the need to re-advertise.

RTA will not make an award prior to five (5) working days after the protest is resolved, or if the protest has been filed with FTA during the protest negotiation process, unless RTA determines that:

- ◆ The items or services to be procured are urgently required;
- ◆ Delivery or performance will be unduly delayed by failure to make the award promptly; or
- ◆ Failure to make the award will otherwise cause undue harm to RTA or the Federal Government.

The Procurement Officer will document this action and give written notice of the decision to proceed with the award to the Protester, and to other parties where deemed necessary.

53 POST-AWARD PROTEST

RTA Procurement Officer will receive protests in writing within three (3) working days after the Notice of Award and letters of notification should have been received by bidders or proposers. Upon receipt of a protest, the Procurement Officer shall notify the bidder or proposer awarded the contract. The Procurement Officer will render a determination to proceed with the contract or suspend the project until the protest is resolved. The Procurement Officer will respond to the protest in writing within five (5) working days after receipt of the protest.

54 APPEALS

The RTA Procurement Officer has the authority to settle any dispute and resolve the protest. The Procurement Officer may solicit written responses regarding the protest from other parties. If this course of action does not result in a satisfactory resolution, the Protester may appeal in writing to the RTA Executive Director within three (3) working days after the Procurement Officer issues a final decision. The Executive Director or Assistant Executive Director will issue a decision within five (5) working days after receipt of the appeal.

RTA may elect to involve legal counsel or arbitration and mediation consultants to resolve the issue(s).

The Protester may appeal in writing to the Federal Transit Administration (FTA) if:

- ◆ The Protester has exhausted all administrative remedies with RTA, and

- ◆ RTA has failed to follow its protest procedures or failed to review a complaint or protest.

The Protester's appeal must be received by the FTA Region VI Office within five (5) working days of the date the Protester knew or should have known of the violation.

Office of Operations and Program Management
U.S. Department of Transportation
Federal Transit Administration Region VI
819 Taylor Street, Suite 8A36
Ft. Worth, Texas 76102
Phone: (817) 978-0550

When the Protester sends an appeal to FTA, the Protester must also send copy of the appeal to the RTA Procurement Officer within the same timeframe. In the event of a protest, the Procurement Officer will contact FTA to check whether or not an appeal has been made.

Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of state or local authorities.

In the event that data becomes available that was not previously known, or there has been an error of law or regulation, RTA will grant an allowance for request for reconsideration.

55 NOTIFICATION OF FTA IN DISPUTE MATTERS

The FTA Master Agreement MA(6), October 1, 1999, Section 41—*Disputes, Breaches, Defaults, or Other Litigation*, states that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

- a. Notification to FTA. The Recipient agrees to notify FTA of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations. If the Recipient seeks to name the Federal Government as a party to litigation for any reason, in any forum, the Recipient agrees to inform the FTA before doing so.
- b. Federal Interest in Recovery. The Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of any proceeds derived from any third party recovery, except that the Recipient may return any liquidated damages recovered to the Project Account in lieu of returning the Federal share to the Federal Government.
- c. Enforcement. The Recipient agrees to pursue all legal rights available under any third-party contract.
- d. FTA Concurrence. FTA reserves the right to concur in any compromise or settlement of any claim involving the Project and the Recipient.
- e. Alternative Dispute Resolution. FTA encourages the Recipient to use alternative dispute resolution procedures, as may be appropriate.

FTA Circular 5010.1C, Chapter I, Section 7b(1)(d) requires grantees to notify FTA of any current or prospective litigation or major disputed claim in excess of \$100,000 relating to any third-party contract. This Circular also requires grantees to provide a list of all outstanding claims exceeding \$100,000 and a list of all claims settled during the reporting period as part of each quarterly progress report. A brief description and reasons for each claim should accompany this list.

For information on circumstances where RTA is required to secure FTA review and concurrence in a proposed claim settlement before using Federal funds, refer to the *Best Practices Procurement Manual*.

CHAPTER 6

CONTRACT NEGOTIATION

The Procurement Officer shall be responsible for all negotiations with proposers, and prospective contractors and shall obtain the necessary assistance from personnel involved in the procurement project and legal counsel.

6.1 COMPETITIVE NEGOTIATION

In order to procure Professional/Personal Services, Technology, and Architectural/Engineering (A&E) services, RTA will issue Request for Proposals. All proposals except for A&E shall require both technical and cost proposals. RTA shall solicit proposals from a minimum of three sources to ensure adequate competition. RTA reserves the right and sole discretion to cancel the solicitation, without penalty. RTA reserves the right to reject all proposals and resolicit or cancel the procurement if this action is in the best interest of RTA. RTA also reserves the right to award the contract based upon initial submissions or based on a best and final offer without conducting written or oral discussions if the solicitation specifically stipulates this reservation of RTA rights. Whenever RTA enters negotiations with one proposer, RTA must enter discussions with all proposers that submitted proposals within RTA predetermined price range, except in the case of A&E (see below). If RTA does enter into negotiations, RTA shall make the final selection at the conclusion of formal negotiations based upon the evaluation of best and final offers, unless RTA decides to award the contract based upon initial submissions. It is critical to thoroughly document all correspondence and negotiations.

If procuring Architectural or Engineering services, RTA will enter negotiations with the most technically qualified firm to arrive at a fair and reasonable price. If an agreement cannot be reached, RTA will enter negotiations with the next qualified firm on the list, and will proceed in this manner, until an award is made.

All proposal's cost and pricing data that RTA receives shall be treated as confidential. All technical data received in response to RFPs shall also be treated as confidential except for data contained in the awarded contract.

The RTA Proposal Evaluation Team for the specific procurement will convene to evaluate and rank the proposals. If needed, the Evaluation Team may conduct oral interviews with the finalists. The questions to be asked during the interviews shall be sent to the finalists a minimum of three (3) days prior to the interviews. The Evaluation Team shall then finalize the selection of proposers in descending order for the document file.

The Evaluation Team shall then enter detailed and carefully documented negotiations with each of the finalists. The negotiations shall consist of addressing the total proposed effort and contract terms and conditions. Avoid "auctioning" of prices (allowing vendors to lower their prices below their competitor's, and so on). Complete the *Memorandum of Negotiations* (Form A-19). After negotiating with each proposer,

establish a schedule and deadline for the submission of "Best and Final Offers" which may include Technical and/or Cost/Price Proposals.

Upon receiving the "Best and Final Offers," reconvene the Evaluation Team. Perform a Cost Analysis on the submitted contract modifications and decide which proposer should receive the contract award based either upon the final offers or the initial offers. Complete the procurement steps listed in section 3.4.1. Document the Evaluation Team's methodology to select a proposal.

If the Evaluation Team is unable to reach an agreement with the proposers, assess the reasons and either amend the Request for Proposals and send the amendments to the proposers with whom the Evaluation Team is negotiating, or formally cancel the solicitation and start over with a new Request for Proposals.

For more information on conducting contract negotiations, contact the RTA Procurement Officer. Refer to Appendix S of the National Transit Institute's *Orientation to Transit Procurement*.

6.2 NONCOMPETITIVE NEGOTIATION

- a. **Single Bid Procurement.** After receiving only a single bid, the Procurement Officer must determine if there was adequate competition. If the competition was inadequate, RTA should revise the solicitation in a new procurement to obtain better competition. If the Procurement Officer determines the competition was adequate, then the Procurement Officer may enter into negotiations with the single bidder in order to establish a fair and reasonable price, and negotiate the final terms and conditions of the contract using the negotiation procedures outlined in the competitive negotiation method above.
- b. **Sole Source Procurement.** If the procurement is a Sole Source Procurement where there was only one source for the goods, no competition is involved. The Procurement Officer may enter into negotiations with the sole source bidder in order to establish a fair and reasonable price. Negotiate the final terms and conditions of the contract using the negotiation procedures outlined in the competitive negotiation method above.

CHAPTER 7

CONTRACT CLOSEOUT PROCEDURES

In order to comply with the *Closeout* requirements of 49 CFR Part 18.50 (<http://www.access.gpo.gov/cgi-bin/cfrassemble.cgi?title=200049>), grantees must obtain the required information, reports, final invoices, and other documentation as appropriate from their third party contractors as part of the contract closeout process. The Contract Closeout Procedures ensure that contracts are both "physically complete" and "administratively complete."

- ◆ The vendor has rendered all services and has fulfilled the contract.
- ◆ The vendor has delivered all articles or services and RTA has accepted them, including such things as reports, spare parts, warranty documents, and proof of insurance (where required by the contract terms). These deliverable items may or may not have been priced as discrete pay items in the contract, but they are required deliverables, and the contract is not physically complete until all deliverables are made.
- ◆ RTA has made all payments on the services or articles including the Final Payment.
- ◆ The Contractor has formally released RTA from all liabilities, obligations, and claims.
- ◆ All administrative actions have been completed including
 - the settlement of disputes, protests, and litigation;
 - the final overhead rates have been determined;
 - funds have been released; and
 - property has been accounted for or disposed of properly.
- ◆ All documentation has been properly filed.

More information on contract closeout procedures used by the Federal Government for its contracts may be found in FAR Part 4.804, *Closeout of Contract Files*. FAR Part 42.15, *Contractor Performance Information*, discusses the preparation of *Contractor Performance Reports*. (The Federal Acquisition Regulation (FAR) website is located at <http://www.arnet.gov/far/>.)

7.1 FINAL PAYMENT

RTA will make the Final Payment for the article or service once the contract is complete and RTA has accepted the work. The Final Payment will be made after the Contractor presents a properly executed voucher or invoice that shows the dollar amount agreed upon in the contract less any amounts previously paid. Before authorizing the final payment, the RTA Procurement Officer must receive a memorandum from the RTA Project Manager ensuring that all required inspections have been performed and certifying to the satisfactory completion of the contract. Pay careful attention to documents that are notoriously problematic, such as warranties. RTA may wish to make warranty documents a pay item in contracts when the contract pay items are being established. This action will motivate the Contractor to deliver the documents in a timely manner and preclude a dispute as to the proper amount that should be paid for these items.

If, and only if, the contract contains a clause that Final Payment could be withheld until the articles or service under the contract are completed, finalized, and accepted, RTA may withhold the final payment until both parties agree in writing that the contract has been completed. Most payment clauses require the Contractor to furnish and execute a release of claims. This is generally used if subcontractors are involved and ensures that all sub-claims have been paid and resolved. A General Release at the time of the Final Payment effectively bars all existing Contractor claims, including pending claims and known and unknown claims. The Contractor may reserve the right to Specific Claims by excepting those claims at the time that the Release is executed. The Final Payment also ends RTA's ability to file claims against the Contractor except in the event of latent defects, fraud, or gross mistakes.

7.2 POST-PERFORMANCE AUDIT

A close-out audit may be required to determine the final provisional overhead rates in cost reimbursement contracts. In addition to the overhead costs, there may also be some elements of costs that need audit examination. This audit cannot be conducted until the Contractor has completed the contract and submitted a final invoice. The final settlement of claims may create additional audit issues.

7.3 CONTRACT CLOSEOUT CHECKLIST

The RTA Procurement Officer uses a *Contract Closeout Checklist* that lists all the administrative steps required to close out a contract. Different checklists may be developed for different types of contracts given the different requirements for the various contracting situations, e.g., commodities, services, construction, cost-type contracts, etc. An example of a *Contract Closeout Checklist* used by MARTA for construction contracts is shown in *Best Practices Procurement Manual Appendix B.14*

The Federal Transit Administration requires grantees to provide the following:

- (1) Final performance or progress report.
- (2) Financial Status Report.
- (3) Final request for payment.
- (4) Invention disclosure (if applicable).
- (5) Federally owned property report (does not include property obtained with grant funds).

It is generally the responsibility of the RTA Project Manager to establish that the work under a contract has been completed and the contract is ready for closeout. Upon determining that the work is complete, the Project Manager prepares a checklist showing all the contract deliverables and submittals and indicating on the checklist that all submittals and deliverables have been reviewed, inspected and accepted. The Project Manager sends a memorandum to the Procurement Officer indicating that the contract is complete and all required deliverables have been inspected and accepted.

To closeout routine purchase orders and contracts for commodities and other commercial products, RTA's Procurement Officer ensures that the item's end user has inspected and accepted the deliverable items as being in conformance with the purchase order/contract specifications. Complete the *Inspection and Acceptance Closeout Form* (Form A-25) and place it in the file attesting to the contractor's delivery of all contract

end items, including any descriptive literature or warranty documentation. The file must also contain documentation from RTA's Finance Department as proof of final payment.

Contracts for personal services, complex equipment, rolling stock, construction, and other one-of-kind items require several steps to affect an administrative closeout. Major elements of the closeout process, and related documentation, might include:

- a) ____ Resolution of all contract changes, claims, and final quantities delivered.
- b) ____ Determination/recovery of liquidated damages.
- c) ____ Review of the insurance claim file by counsel/insurance specialist to determine if funds need to be withheld from final payment to cover unsettled claims against the contractor. For all contracts requiring the Contractor to maintain insurance for its products or services (e.g., professional liability or product liability insurance), the Procurement Officer should obtain *proof of insurance* from the Contractor as part of the closeout process. This documentation should be submitted to the RTA Finance Department for approval prior to final payment to the Contractor. The Finance Department will be required to maintain these documents as active files until such time as the insurance requirement ceases under the terms and conditions of the contract; i.e., these insurance terms will continue past (survive) the final contract payment. Settlement of all subcontracts by the prime contractor.
- d) ____ Performance of all inspections (and acceptance tests if any) by the grantee's project manager, with appropriate documentation.
Conduct a cost audit for cost-reimbursement contracts and resolve questioned costs, if any.
- e) ____ Generation of a Contractor Performance Report. A performance report may be generated if the Project Manager or Procurement Officer thinks that such a report would be helpful in conducting future procurements, especially if the product or service is exemplary or unsatisfactory. The GSC has a Contractor Performance Form located at <http://www.gsc.state.tx.us/stpurch/forms/venform.pdf>.
- f) ____ The submittal of all required documentation by the Contractor, including items such as:
 - Final reports
 - Final payroll records and wage rate certifications
 - Spare parts list
 - Manufacturer's Warranties and Guarantees. The contract specifications may require that individual warranties or guarantees be furnished for various installed equipment or building systems. For each completed contract requiring warranties, the Project Manager should develop a *Warranty and Guarantee Register*, which is a status form listing:
 - each individual item of equipment and system for which a warranty or guarantee is specified (roofing, doors, sealants, etc.);
 - the pertinent section in the contract specification;
 - the name of the company providing the warranty;

- the expiration date of the warranty; and
- the address of the providing company

An example of a *Warranty and Guarantee Register*, used by MARTA, can be found in *Best Practices Procurement Manual* Appendix B.13. RTA can use the *Warranty and Guarantee Register* to monitor upcoming warranty expirations so that the equipment or building system can be inspected before the expiration date and request the Contractor to make corrective actions.

- Final corrected shop drawings
- Operation and maintenance manuals
- Catalogues and brochures
- Invention disclosure (if applicable)
- Federally owned property report (if there was Government-furnished property)
- Resolution of final quantities (construction contracts)
- Final invoice
- Consent of Surety to release final payment to Contractor
- Contractor's Affidavit of Release of Liens
- Contractor's General Release (releasing the grantee from any further liabilities/claims under the contract). As part of the contract closeout process, the Procurement Officer or Project Manager must send the Contractor a closeout letter that includes the Contractor's *General Release*. This document must be a standard statement prepared by RTA's legal counsel for use on all contracts. The release will say that for the payment of a sum certain, which is the final contract amount agreed to by both parties, the Contractor releases the grantee from any and all claims of every kind arising directly or indirectly out of the contract. The release may also contain a certification that the contractor has paid its subcontractors and suppliers for all their labor, materials, services, etc. furnished under the contract. The release is to be signed by a corporate official authorized to bind the Contractor.

The *General Release* is important to obtain prior to final payment because it assures the grantee that there will be no further claims from the Contractor once the final payment has been made. The grantee should have the release reviewed by its legal counsel if the Contractor makes any changes to the grantee's standard release language that was sent to the Contractor for signature. It is necessary for the grantee and the Contractor to have resolved all open issues of a financial nature prior to the execution of the release (change orders, claims, liquidated damages, etc.), and this resolution of all outstanding claims is an important step in the contract closeout process.

To prevent a construction contractor from "walking away" from a project that is almost complete by refusing to sign a *General Release* and forgoing final payment, RTA should anticipate this possibility by carefully estimating the amount of retainage in such a way that it represents twice the amount of the punch list work and undelivered items (manuals,

drawings, spare parts, etc.). A contractor who lacks sufficient financial incentive to complete the contract; e.g., if the punch list is large and there is very little money left in retainage, may profit by refusing to correct the punch list items and leave the retainage with RTA. Or the contractor may have been awarded another contract, which requires the reassignment of his personnel to another job.

- Maintenance Bond (if required)
- h) — Conduct a Post-delivery Audit for rolling stock contracts as required by 49 CFR Part 663 – Pre-award and Post-delivery Audits of Rolling Stock Purchases (<http://www.access.gpo.gov/cgi-bin/cfrassemble.cgi?title=200049>).
- j) — Contract Closeout File review by legal counsel. For procurements involving services, construction, and larger dollar value equipment purchases, RTA may wish to have legal counsel review the closeout file to ensure the adequacy of the contractor's legal documents, including the contractor's *General Release*, insurance certificates, surety's release, maintenance bonds, etc.

7.4 PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

This section addresses Pre-award and Post-delivery Audits of Rolling Stock as required by the Code of Federal Regulations, Pre-Award and Post Delivery Audits of Rolling Stock Purchases, 49 CFR Chapter VI, Part 663.

7.4.1 The Pre-Award Buy America Certification Requirement

Buses to be purchased must fall into one of two categories under this requirement.

1. Buy-America Compliant Buses: Buses meet the seventy (70) percent minimum domestic content and United States final assembly requirement established in the Buy America Rule. In the pre-award review process, RTA, or a duly appointed analyst, must review the following proposed manufacturer's Buy America information.
 - A listing of bus components and subcomponents that will be used to calculate the percent domestic content. (Each component and subcomponent on the list must be identified by manufacturer, country of origin, and cost in either a dollar or percentage format. Component manufacturing costs and final assembly costs are not to be included when calculating the percent domestic content of the bus. The analyst must verify that the buses will contain a minimum of seventy (70) percent domestic products, by cost, by reviewing the component and subcomponents listed and review the final assembly cost. The analyst subtracts the final assembly cost from the price of the buses to approximate the total component cost and thus the percentage base that the manufacturer used to calculate the domestic cost contribution for each item listed in the manufacturer's information), and
 - The proposed final assembly location. The analyst must identify the final assembly location within the United States, and
 - Activities that will occur during final assembly must be listed such as welding, subassembly, component installation, painting, etc., and
 - The proposed total cost of final assembly.

After completing the steps listed above, the analyst must complete the following pre-award Buy America Compliance Certification and keep it on file for future FTA reviews.

PRE-AWARD BUY AMERICA COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 - Subpart B, RTA is satisfied that
the (number and description)

_____ of buses to be purchased from (the manufacturer)
_____ meet the requirements of

Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended.

The recipient, or its appointed analyst _____
(the analyst - not the manufacturer or its agent), has reviewed the documentation
provided by the manufacturer, which lists (1) the proposed component and
subcomponent parts of the buses identified by the manufacturer, country of origin,
and cost; and (2) the proposed location of the final assembly point for the buses,
including a description of the activities that will take place at the final assembly
point and the cost of final assembly.

Date: _____

Signature: _____ Title: _____

2. Buy America-Exempt Buses. Some manufacturer's buses may be eligible for an FTA waiver exempting the buses from the requirements. If a waiver does exist for the buses, RTA must:
 - Obtain a Buy America waiver letter from the FTA, and
 - Complete the pre-award Buy America Exemption Certification below, and
 - Keep the Buy America certification and FTA waiver letter on file for future FTA reviews.

PRE-AWARD BUY AMERICA EXEMPTION CERTIFICATION

As required by Title 49 of the CFR, Part 663 - Subpart B, RTA certifies that there is a letter from FTA that grants a waiver to the (number and description) _____

_____ of buses to be purchased from (the manufacturer) _____, from the Buy America requirements under Section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended.

Date: _____

Signature: _____ Title: _____

7.4.2 The Pre-Award Purchaser's Requirements Certification

The Pre-Award Purchaser's Requirements Certification is intended to eliminate those manufacturers that appear irresponsible and/or incapable of complying with RTA's solicitation specifications. To comply with this certification, RTA or the designated analyst must review and approve:

- ◆ That the manufacturer's bid specifications are in compliance with RTA's solicitation specifications including approval of any approved equals; and
- ◆ That based upon the proposed manufacturer's qualifications (quality control measures, previous customers, etc.,) that the proposed manufacturer will be capable of meeting the specifications.
- ◆ Upon completion of the review, the RTA Project Manager should complete The Pre-Award Purchaser's Requirements Certification below and keep it on file for future FTA reviews.

PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

As required by Title 49 of the CFR, Part 663 - Subpart B, RTA certifies that the (number and description) _____

_____ of buses to be purchased from (the manufacturer) _____, are the same product described in RTA's solicitation specification and that the proposed manufacturer is a responsible manufacturer with the capability to produce a bus that meets the specifications.

Date: _____

Signature: _____ Title: _____

7.4.3 The Pre-Award Federal Motor Vehicle Safety Standards (FMVSS) Certification Requirement

This section discusses procedures that RTA must follow to demonstrate compliance with the FMVSS certification requirement. Most buses must comply with the FMVSS regulations. RTA must do the following to comply:

- ◆ Obtain the FMVSS self-certification sticker information from the manufacturer; and
- ◆ Complete the pre-award FMVSS compliance certification below; and
- ◆ File the FMVSS certification for future FTA reviews.

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 - Subpart D, RTA certifies that it received, at the pre-award stage, a copy of (the manufacturer) _____'s, self-certification information stating that the (number and description of buses) _____

_____ will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in the Title 49 of the Code of Federal Regulations, Part 571.

Date: _____

Signature: _____ Title: _____

Some buses may not be subject to FMVSS regulations as explained in Title 49 of the Code of Federal Regulations Part 555 "Temporary Exemption from Motor Vehicle Safety Standards." If the buses are not subject to the FMVSS regulations, RTA must:

- ◆ Obtain the manufacturer's certified statement indicating that the contracted buses will not be subject to the FMVSS regulations; and
- ◆ Complete the pre-award FMVSS exemption certification below; and
- ◆ File the FMVSS certification for future FTA reviews.

PRE-AWARD FMVSS EXEMPTION CERTIFICATION

As required by Title 49 of the CFR, Part 663 - Subpart D, RTA certifies that it received, at the pre-award stage, a statement from (the manufacturer) _____, indicating that the (number and description of buses) _____

_____ will not be subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in the Title 49 of the Code of Federal Regulations, Part 571.

Date: _____

Signature: _____ Title: _____

7.4.4 The Post Delivery Buy America Certification Requirement

RTA will adhere to the following procedures to demonstrate compliance with the post-delivery Buy America certification requirement. The buses received must fall into one of two categories under this requirement. If RTA is satisfied that the Buy America information has not change since the pre-award review, use the pre-award documentation for the post-delivery review. If RTA is doubtful that this is the case, perform another review.

1. Buy-America Compliant Buses: Buses meet the seventy (70) percent minimum domestic content and United States final assembly requirement established in the Buy America Rule. Before certifying that the purchased buses meet these requirements, RTA, or a duly appointed analyst, must review the manufacturer's Buy America information.

- A listing of bus components and subcomponents used to calculate the percent domestic content. (Each component and subcomponent on the list must be identified by manufacturer, country of origin, and cost in either a dollar or percentage format. Component manufacturing costs and final assembly costs are not to be included when calculating the percent domestic content of the bus. The analyst must verify that the buses contain a minimum of seventy (70) percent domestic products, by cost, by reviewing the component and subcomponents listed and review the final assembly cost. The analyst subtracts the final assembly cost from the price of the buses to approximate the total component cost and thus the percentage base that the manufacturer used to calculate the domestic cost contribution for each item listed in the manufacturer's information); and
- The actual final assembly location which should have been within the United States; and
- Activities that took place during the final assembly such as welding, subassembly, component installation, painting, etc.; and
- The actual total cost of final assembly.

After completing the steps listed above, the analyst must complete the following Post-Delivery Buy America Compliance Certification and keep it on file for future FTA reviews.

POST-DELIVERY BUY AMERICA COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 - Subpart C, RTA certifies that it is satisfied that the (number and description) _____ of buses received from (the manufacturer) _____ meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient, or its appointed analyst _____ (the analyst - not the manufacturer or its agent), has reviewed the documentation provided by the manufacturer, which lists (1) the actual component and subcomponent parts of the buses identified by the manufacturer, country of origin, and cost; and (2) the actual location of the final assembly point for the buses, including a description of the activities that took place at the final assembly point and the cost of final assembly.

Date: _____

Signature: _____ Title: _____

2. Buy America-Exempt Buses. Some manufacturer's buses may be eligible for an FTA waiver exempting the buses from the requirements. If the buses are exempt, RTA must:
- Obtain a Buy America waiver letter from FTA;
 - Complete the Post-Delivery Buy America Exemption Certification below; and
 - Keep the Buy America certification and FTA waiver letter on file for future FTA reviews.

POST-DELIVERY BUY AMERICA EXEMPTION CERTIFICATION

As required by Title 49 of the CFR, Part 663 - Subpart C, RTA certifies that there is a letter from FTA that grants a waiver to the (number and description)

_____ of buses received from (the manufacturer) _____, from the Buy America requirements under Section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended.

Date: _____

Signature: _____ **Title:** _____

7.4.5 Post-Delivery Purchaser's Requirements Certification

The Purchaser's Requirements Certification is intended to help protect RTA by ensuring that the buses received are built to contract specifications. The process of certifying more than ten buses is more rigorous than certifying ten or fewer buses.

To comply with the certification requirement when **procuring more than ten buses or more than ten modified vans**, RTA, or its duly appointed analyst, must:

- ◆ Send a resident inspector to the manufacturer's final assembly facility. The resident inspector must complete a manufacturing report containing any information supporting or refuting manufacturer claims regarding its capabilities and specifications. For buses assembled in multiple stages (such as body-on-chassis buses), the resident inspector is required to visit the final-stage manufacturer's final assembly location only. The report must include accurate records of all bus construction activities (e.g., component manufacturing processes, final assembly activities, quality control data, etc.), and a description of how the construction and operation of the bus(es) fulfills the contract specifications referring to the construction activities cited above.
- ◆ After the resident inspector has completed the report, RTA or its analyst must review the report and visually inspect and road test the buses and/or vans.
- ◆ Following the two steps above, complete the Post-Delivery Purchaser's Requirements Certification below, and
- ◆ File the certification and the resident inspector's report, visual inspection sheets, and road test sheets for future FTA reviews.

POST-DELIVERY PURCHASER'S REQUIREMENTS CERTIFICATION
FOR MORE THAN TEN BUSES OR MODIFIED VANS

As required by Title 49 of the CFR, Part 663 - Subpart C, RTA certifies that a resident inspector (the resident inspector - not an agent or employee of the manufacturer) _____

_____ was at (the manufacturer) _____
_____ 's manufacturing site during
the period of manufacture of the (number and description) _____

_____ buses. The inspector
monitored manufacturing and completed a report on the manufacture of the buses
providing accurate records of all bus construction activities. The report addresses
how the construction and operation of the buses fulfill the contract specifications.
After reviewing the report, visually inspecting the buses, and road testing the buses,
RTA certifies that the buses meet the contract specifications.

Date: _____

Signature: _____ Title: _____

When procuring **ten or fewer buses or modified vans, or any number of primary manufacturer standard production unmodified vans**, RTA is not required to send a resident inspector to the manufacturing site. In order to demonstrate compliance with the post-delivery purchaser's certification requirement for ten or more buses or modified vans, RTA or its analyst must:

- ◆ Visually inspect and road test the buses before delivery in order to verify that the buses meet the contract specifications;
- ◆ Complete the Post-Delivery Purchaser's Requirements Certification below; and
- ◆ File the certification and the visual inspection data sheets and road test sheets for future FTA reviews.

POST-DELIVERY PURCHASER'S REQUIREMENTS CERTIFICATION
FOR TEN OR FEWER BUSES OR MODIFIED VANS,
OR ANY NUMBER OF STANDARD VANS

As required by Title 49 of the CFR, Part 663 - Subpart C, after visually inspecting and road testing the contract buses, RTA certifies that the (number and description) _____

_____ buses, from (the manufacturer) _____
_____ meet the
contract specifications.

Date: _____

Signature: _____ Title: _____

7.4.6 The Post-Delivery Motor Vehicle Safety Standards (FMVSS) Certification Requirement

RTA must follow to the following procedures to demonstrate compliance with the post-delivery FMVSS certification requirement.

- ◆ The manufacturer's FMVSS self-certification sticker must be affixed to each bus; and
- ◆ Complete the Post-Delivery FMVSS Compliance Certification below; and
- ◆ File the FMVSS certification for future FTA reviews.

POST-DELIVERY FMVSS COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 - Subpart D, RTA certifies that it received, at the post-delivery stage, a copy of (the manufacturer)

_____'s, self-certification information stating that the (number and description of buses)

comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in the Title 49 of the Code of Federal Regulations, Part 571.

Date: _____

Signature: _____ Title: _____

Some buses may not be subject to FMVSS regulations as explained in Title 49 of the Code of Federal Regulations Part 555 "Temporary Exemption from Motor Vehicle Safety Standards." If the buses are not subject to the FMVSS regulations, RTA must:

- ◆ Request and receive the manufacturer's certified statement indicating that the buses are not subject to the FMVSS regulations; and
- ◆ Complete the Post-Delivery FMVSS Exemption Certification below; and
- ◆ File the FMVSS certification and the manufacturer's post-delivery statement for future FTA reviews.

POST DELIVERY FMVSS EXEMPTION CERTIFICATION

As required by Title 49 of the CFR, Part 663 - Subpart D, RTA certifies that it received, at the post-delivery stage, a statement from (the manufacturer)

_____, indicating that the (number and description of buses) _____

are not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in the Title 49 of the Code of Federal Regulations, Part 571.

Date: _____

Signature: _____ Title: _____

7.4.7 Sample Visual Inspection Sheet

Following is a sample visual inspection sheet from the Federal Transit Administration's *Conducting Pre-Award and Post-Delivery Audits for Bus Procurements* (DOT-T-94-06). Adapt this sheet when conducting visual inspections of rolling stock (see Section 7.4.5).

Guide for Inspection:

Coach Manufacturer _____

The following items should be

Coach Number _____

inspected on every coach of each order

Test Location _____

| Item | Requirement | Inspection Instruction | Result | Inspector/ Date | Remarks/ Notes |
|--------------------------|--|---|-----------|--------------------|-------------------|
| Curb Weight | Maximum curb weight of _____ lb. | Measure on certified scale | Weight | | |
| FMVSS Stickers | Affixed to vehicle | Locate sticker | Pass/Fail | | |
| Finish and Color | Smooth body surfaces and paint | Visually inspect all surfaces for flaws | Pass/Fail | | |
| Interior Panel Fastening | Absence of rough edges and surfaces | Visually inspect for proper installation | Pass/Fail | | |
| Towing Devices | Provision of towing eyes (front/rear) | Verify presence of towing eyes | Pass/Fail | | |
| Door Control | Opening time of _____ seconds | Verify door opening time frame | Pass/Fail | | |
| Interior Lighting | Lighting operable without engine | Switch on all interior lights | Pass/Fail | | |
| Exterior Lighting | All vehicle lights operable | Switch on and verify lamps are on | Pass/Fail | | |
| Fuel Tank | Fill rate and filler location | Inspect filler for easy access and check fill rate | Pass/Fail | | |
| Chassis | Welds, axles, suspension, steering, wheels, and brakes | Inspect for leaks and interference. Check fluid levels, welds, undercoating, air lines, brake slack, and lug nuts | Pass/Fail | | |
| Electrical | Wiring and junction boxes | Inspect for loose or stretched wires | Pass/Fail | | |
| Batteries | Secured & polarized wiring access for jump start | Inspect compartment and jumper cable access | Pass/Fail | | |
| HVAC | CapaRTA and performance | Operate AC, check compressor, condenser, flow and temperature | Pass/Fail | | |
| Wheelchair Access | Clear lift or ramp access and securement area | Operate lift or ramp, inspect operation, measure areas | Pass/Fail | | |
| Power Plant | Mounting and arrangement | Check for loose lines, leaks, and noises. Check fluid levels, belt alignment, and cap fit | Pass/Fail | | |

7.4.8 Sample Road Test Sheet

Following is a sample road test sheet from the Federal Transit Administration's *Conducting Pre-Award and Post-Delivery Audits for Bus Procurements* (DOT-T-94-06). Adapt this sheet when conducting road tests of rolling stock (see Section 7.4.5).

Guide for Inspection:

Coach Manufacturer _____

The following items should be

Coach Number _____

inspected on every coach of each order

Test Location _____

| Item | Requirement | Inspection Instruction | Result | Inspector/ Date | Remarks/ Notes |
|-------------------|--|--|------------------------------------|--------------------|-------------------|
| Engine | N/A | Record low idle, fast idle, and high idle speeds | Low_____ Fast_____ High_____ | | |
| Service Brakes | Stopping distance | Verify function and indicator, check for pulling to either side | Pass/Fail | | |
| Parking Brake | N/A | Verify indicator, and no movement | Pass/Fail | | |
| Turning Effort | Steering wheel torque | Check effort with coach stopped | Pass/Fail | | |
| Turning Radius | Not to exceed _____ at corner of body | Verify turning radius in both directions | Pass/Fail | | |
| Acceleration | _____ rate from 0 to _____ mph | Verify acceleration on smooth road | Pass/Fail | | |
| Resonance | Absence of audible and/or visible vibrations | Operate coach at various speeds, check for vibrations & rattles | Pass/Fail | | |
| Windshield Wipers | Evenly deposited wash fluid | Operate coach at safe speed over 40 mph, check coverage, parking position, and wiper frequency | Pass/Fail | | |
| Power Plant | N/A | Check for leaks under coach and in engine compartment, check for abnormal noises | Pass/Fail | | |
| HVAC | Interior temperature | Operate system, check internal and ambient temp. | Int_____ Amb_____ | | |
| Door Control | Accelerator and brake interlocks | At speeds less than 10 mph, verify accelerator and brake interlocks with door open | Pass/Fail | | |
| General | N/A | During testing, observe any abnormalities in ride and handling of coach | Pass/Fail | | |

APPENDIX A

STANDARDIZED PROCUREMENT FORMS

| | | |
|-----------|--|---------|
| FORM A-1 | PRICE DETERMINATION FOR CREDIT CARDS..... | A-1a/b |
| FORM A-2 | "FAIR AND REASONABLE" PRICE DOCUMENTATION FOR MICRO PURCHASES (\$0 TO \$3,000) | A-2 |
| FORM A-3 | PRICE QUOTES DOCUMENTATION FOR SMALL PURCHASES (EXCEEDING \$3,000 BUT NOT \$10,000)..... | A-3 |
| FORM A-4 | INDEPENDENT COST ESTIMATE FOR SMALL PURCHASES (EXCEEDING \$10,000) AND LARGE PURCHASES..... | A-4 |
| FORM A-5 | JUSTIFICATION FOR CONTRACT TYPE | A-5a/b |
| FORM A-6 | CERTIFICATION OF CONFIGURATION MANAGEMENT AND COMPLIANCE WITH NATIONAL ARCHITECTURE FORM..... | A-6 |
| FORM A-7 | VENDOR SOLICITATION LIST | A-7 |
| FORM A-8 | BID PACKAGE/RFP REQUEST LIST | A-8 |
| FORM A-9 | SIGN IN SHEET FOR PRE-BID CONFERENCES, PRE-PROPOSAL CONFERENCES, BID OPENINGS | A-9 |
| FORM A-10 | RESPONDING VENDORS LIST | A-10 |
| FORM A-11 | BID TABULATION..... | A-11 |
| FORM A-12 | LATE BIDS/PROPOSALS LIST | A-12 |
| FORM A-13 | PRICE ANALYSIS DOCUMENTATION FOR SMALL PURCHASES EXCEEDING \$10,000 AND LARGE PURCHASES | A-13 |
| FORM A-14 | COST ANALYSIS DOCUMENTATION..... | A-14 |
| FORM A-15 | SOLE SOURCE PROCUREMENT JUSTIFICATION | A-15a/b |
| FORM A-16 | DETERMINATION OF BEST VALUE..... | A-16 |
| FORM A-17 | CONTRACTOR VERIFICATION..... | A-17 |
| FORM A-18 | PROPOSAL EVALUATION CRITERIA FORM..... | A-18 |
| FORM A-19 | MEMORANDUM OF NEGOTIATIONS | A-19a/b |
| FORM A-20 | CONTRACT AWARD OFFER AND ACCEPTANCE FORM | A-20 |
| FORM A-21 | NOTICE OF CONTRACT AWARD FOR BIDS AND RFPS | A-21 |
| FORM A-22 | NOTICE OF CONTRACT AWARD ACCEPTANCE FOR BIDS AND RPS | A-22 |
| FORM A-23 | NOTICE TO PROCEED..... | A-23 |
| FORM A-24 | CLOSEOUT LETTER OF RELEASE FROM LIABILITIES, OBLIGATIONS AND CLAIMS | A-24 |
| FORM A-25 | INSPECTION AND ACCEPTANCE CLOSEOUT FORM..... | A-25 |
| FORM A-26 | MASTER CONTRACT FILE CHECK LIST..... | A-26 |

FORM A-1
PRICE DETERMINATION FOR CREDIT CARDS

In accordance with the requirements of FTA Circular 4220.1F (Chapter VI, Sec. 3.a.(2)(c)), I hereby determine that items bought from [EXAMPLE: STAPLES] stores in [CITY/TOWN/VILLAGE] are “fair and reasonable” because adequate commercial price competition exists between [STAPLES] and stores offering the same or similar products, and also because of the store's policy of matching all competitor's prices found to exist on the same item within [X] days of the date and time of purchase. [STAPLES] also has a policy that encourages purchase of products from Underutilized Business Owners.

This determination is effective for purchases made today through [DATE].

Signature: _____

Name: _____

Title: Executive Director

Date: _____

FORM A-1
PRICE DETERMINATION FOR CREDIT CARDS

In accordance with the requirements of FTA Circular 4220.1F (Chapter VI, Sec. 3.a.(2)(c)), I hereby determine that items bought from [EXAMPLE: HOME DEPOT] stores in [CITY/TOWN/VILLAGE] are “fair and reasonable” because adequate commercial price competition exists between [HOME DEPOT] and stores offering the same or similar products, and also because of the store's policy of matching all competitor's prices found to exist on the same item at the time of purchase (with proof of receipt from a competitor). [HOME DEPOT]'s policy is to take an additional ten (10) percent off the price. When a product is found to be less expensive at [HOME DEPOT] after the date of purchase at another store, the policy is to talk to Returns.

This determination is effective for purchases made today through [DATE].

Signature: _____

Name: _____

Title: Executive Director

Date: _____

FORM A-2
"FAIR AND REASONABLE" PRICE DOCUMENTATION
FOR MICRO PURCHASES (\$0 TO \$3,000)

(For Small and Large Purchases, refer to Forms A-3 and A-4)

ITB OR RFP NUMBER: _____ **GRANT NUMBER:** _____

PROJECT TITLE: _____

I hereby determine that the price of the product to be purchased is "fair and reasonable," based upon the methodology indicated below.

- _____ A. Telephone Quotes (Name of Offeror 1 and price) _____ \$ _____
(Name of Offeror 2 and price) _____ \$ _____
(Name of Offeror 3 and price) _____ \$ _____
- _____ B. Used a Rotating List of Qualified Suppliers:
Name of supplier selected for this procurement _____
Name of supplier selected for previous procurement _____
- _____ C. Competitor's Catalogs (Sears, Home Depot, Office Depot, etc. -- Compare catalogs for the **same time frame**. The following 4 criteria must be met. 1. Established Catalog prices exist. 2. The items are commercial in nature. 3. Items are sold in substantial quantities. 4. Items are sold to the general public.) (Attach copy of the catalog pages to this form.)
- _____ D. Newspaper Advertisements (Current advertisement only -- attach copy of ad to this form.)
- _____ E. Industrial Catalogues (The National Mechanical Contractor Estimator (NMCE) is an excellent source for pricing mechanical items.)
- _____ F. Established Market Prices (The current price established in the usual or ordinary course of business between buyers and sellers free to bargain. Verify prices by buyers and sellers who are independent of the offeror. If you do not know the names of other commercial buyers and sellers, you may obtain this information from the offeror. Provide documentation.)
- _____ G. Comparison to Previous Recent Purchase (Changes in quantity, quality, delivery schedules, and the economy cause price variations. Make sure previous price was fair and reasonable based on physical review of documentation contained in previous files. Analyze each differing situation through trend analysis. Provide Documentation.)
- _____ H. Comparison to a Valid Independent Cost Estimate (Attach estimator's methodology and data used in developing the estimate and verify the facts and assumptions.)
- _____ I. Value Analysis (Review the item and its function in order to determine its worth. The decision of price reasonableness remains with the contracting officer. Provide methodology.)
- _____ J. Government Catalogs (Federal Supply Schedules may be used for price comparison even though the they may not be able to fulfill the requirement.) (Attach catalog page.)
- _____ K. Government Price Index (Use to compare or analyze historical prices to predict current prices. Search [Http://stats.bls.gov](http://stats.bls.gov) under Data, Series Report. For code numbers for the Series Report, go to <ftp://ftp.bls.gov/pub/time.series/wp/wp.contacts> and call the contact listed.
- _____ L. Prices Established by Law or Regulation (Prices determined through a rate schedule and verified that the prices apply to the situation, e.g., utilities.)
- _____ M. Personal knowledge of item procured (Explain) _____

- _____ N. Other (e.g., Sole Source):

(Attach copies of catalogue pages, advertisements, purchase order, etc.)

Buyer's Signature

Date

FORM A-3
PRICE QUOTES DOCUMENTATION
FOR SMALL PURCHASES (EXCEEDING \$3,000 BUT NOT \$10,000)
Purchases exceeding \$10,000 must be advertised and procured through competitive bidding.
Purchases exceeding \$20,000 must be approved by the RTA Board.

*{FOR SMALL PURCHASES EXCEEDING \$10,000 AND LARGE PURCHASES,
USE FORM A-4}*

Complete this form (comments) and Form A-15 for Sole Source Procurements

ITB OR RFP NUMBER: _____ **GRANT NUMBER:** _____

PROJECT TITLE: _____

- A. Telephone Quotes Obtain at least 3 telephone or faxed quotes.
Indicate Disadvantaged Business Enterprises with "DBE."

(Name of Offeror 1 and price) _____ \$ _____

(Name of Offeror 2 and price) _____ \$ _____

(Name of Offeror 3 and price) _____ \$ _____

(Name of Offeror 4 and price) _____ \$ _____

(Name of Offeror 5 and price) _____ \$ _____

- B. List of companies from whom quotes were requested and who did not
supply a quote. Indicate Disadvantaged Business Enterprises with "DBE."

(Attach copies of catalog pages, advertisements, purchase order, etc.)

Comments: _____

Buyer's Signature

Date

FORM A-4
INDEPENDENT COST
ESTIMATE
FOR SMALL PURCHASES (EXCEEDING \$10,000) AND LARGE PURCHASES
Purchases exceeding \$10,000 must be advertised and procured through competitive bidding.
Purchases exceeding \$20,000 must be approved by the RTA Board.

Complete this form before requesting bids or proposals.

{USE FORM A-3 FOR SMALL PURCHASES EXCEEDING \$3,000 BUT NOT \$10,000.}

{USE FORM A-2 FOR MICRO-PURCHASES \$0 TO \$3,000}

ITB OR RFP NUMBER: _____ **AMOUNT OF INDEPENDENT COST ESTIMATE: \$** _____

GRANT NUMBER: _____ **PROJECT TITLE:** _____

A. Telephone Budget Estimate

(Name of Company & Estimate) _____ \$ _____

(Name of Company & Estimate) _____ \$ _____

(Name of Company & Estimate) _____ \$ _____

_____ **B. Competitor's Catalogs** (Sears, Home Depot, Office Depot, etc. -- Compare catalogs for the **same time frame**. The following 4 criteria must be met. 1. Established Catalog prices exist. 2. The items are commercial in nature. 3. Items are sold in substantial quantities. 4. Items are sold to the general public.) (Attach copy of the catalogue pages to this form.)

_____ **D. Newspaper Advertisements** (Current advertisement only -- attach copy of ad to this form.)

_____ **E. Industrial Catalogues** (The National Mechanical Contractor Estimator (NMCE) is an excellent source for pricing mechanical items. Name: _____ attach pages.)

_____ **F. Established Market Prices** (The current price established in the usual or ordinary course of business between buyers and sellers free to bargain. These prices must be verified by buyers and sellers who are independent of the offeror. If you do not know the names of other commercial buyers and sellers, you may obtain this information from the offeror. Attach information.)

_____ **G. Comparison to Previous Recent Purchase** (Changes in quantity, quality, delivery schedules, and the economy cause price variations. Make sure previous price was fair and reasonable based on physical review of documentation contained in previous files. Analyze each differing situation through trend analysis. Explain.) _____

_____ **H. Comparison to a Valid Independent Cost Estimate** (Attach estimator's methodology and data used in developing the estimate and verify the facts and assumptions.)

_____ **I. Value Analysis** (Look at the item and the function it performs in order to determine its worth. The decision of price reasonableness remains with the contracting officer. Attach explanation.)

_____ **J. Government Catalogues** (Federal Supply Schedules may be used for price comparison even though they may not be able to fulfill the requirement.) (Attach catalogue page.)

_____ **K. Government Price Index** (Use to compare or analyze historical prices to predict current prices. Search [Http://stats.bls.gov](http://stats.bls.gov) under Data, Series Report. For code numbers for the Series Report, go to <ftp://ftp.bls.gov/pub/time.series/wp/wp.contacts> and call the contact listed. Attach analysis.)

_____ **L. Prices Established by Law or Regulation** (Prices determined through a rate schedule and verified that the prices apply to the situation, e.g., utilities. Attach schedule.)

_____ **M. Personal knowledge of item procured.** (Explain.) _____

_____ **N. Other (e.g., Sole Source):** (Explain) _____

(Attach copies of catalogue pages, advertisements, purchase order, etc.)

Buyer's Signature

Date

FORM A-5
JUSTIFICATION FOR CONTRACT TYPE

ITB OR RFP NUMBER: _____ **GRANT NUMBER:** _____

PROJECT TITLE: _____

THE METHOD OF CONTRACTING IS:

- ☐ Invitation for Bid
☐ Request for Proposal

RFP Number: _____

This procurement was determined to be suitable for a Request for Proposal for the following reasons:

- ◆ A complete, adequate and realistic specification or purchase description allowing for competition primarily on the basis of price alone is not available,
- ◆ Discussions or negotiations may be needed with the offerors to address technical requirements as well as proposed cost or price aspects of the offerors' proposal.
- ◆ An opportunity may be needed to revise the proposal and submit a final proposal.

(Use RFPs for technological purchases, insurance, A&E, legal service, accounting services, and other services best served by an RFP rather than an ITB.)

ITB Number: _____

This procurement was determined to be suitable for an Invitation for Bid for the following reasons:

- ◆ A complete, adequate and realistic specification is available,
- ◆ Two or more responsible bidders are willing and able to compete effectively for the business,
- ◆ The procurement lends itself to a firm-fixed-price contract,
- ◆ The selection of the successful bidder can be made principally on the basis of price, and
- ◆ No discussion with bidders is needed.

THE CONTRACT TYPE IS:

- | | |
|---|---|
| <u>Fixed Price (for sealed bid procurements)</u> <input type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Fixed Price with Economic Price Adjustment | <u>Cost Reimbursement Contract</u> <input type="checkbox"/> Cost Contract <input type="checkbox"/> Cost Plus Fixed Fee |
|---|---|

Special

- ☐ Time and Materials Contract*
- ☐ Labor Hours
- ☐ Letter Contract
- ☐ Indefinite Delivery Contract
 - ☐ Definite Quantity
 - ☐ Indefinite Delivery
 - ☐ Indefinite-Quantity Contract
- ☐ Blanket Purchase Agreement
- ☐ Revenue Generating

***Restricted (see FTA Circular 4220.1F, Chapter VI, Sec. 2.c(2)(b))**

NOTE: Cost Plus Percentage of Cost contracts are prohibited.

The contract type was selected because: _____

SUBMITTED BY: _____ **DATE:** _____

FORM A-5 (PAGE 2)

DEFINITION OF CONTRACT TYPES

Fixed Price

Firm Fixed Price: The risk of performing the contract for a lump sum falls on the contractor and is not subject to adjustment on the basis of the contractor's cost experience. There is a minimum administrative burden on owner.

Use this type of contract when buying commercial/commercial-type products or other goods or services where reasonably definite or detailed specifications exist, and the buyer can establish fair and reasonable prices at the outset.

Fixed Price with Economic Price Adjustment: Less cost risk to the contractor and should result in lower costs to the public owner. This type of contract is characterized by a lump-sum price subject to the upward or downward adjustment of costs specified in the contract. (Paper products, fuel) Economic price adjustments may be based on:

- ◆ Established prices,
- ◆ Actual costs of labor or material, and/or
- ◆ Cost indexes of labor or material.

Cost Reimbursement Contract

Cost Contract: Reimburse costs, contractor receives no fee. This type of contract is used for consultant services and research and development contracts with nonprofit organizations.

Cost Plus Fixed Fee: Most common type of cost contract in transit. The contractor receives a predetermined fee and is reimbursed for all costs allowable under established cost principles. There is little risk to the contractor and little incentive to control costs. There is more burden on the owner to administer this type of contract. This type of contract should be used only when uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed price contract. Award this type of contract only if the contractor's accounting system is adequate for determining costs applicable to the contract, and if RTA can monitor the methods and cost controls. This type of contract includes a cost analysis for overhead, labor, materials and travel. (Are benefits, pay increases, bonuses, overtime, overhead, support staff as an indirect cost included?)

Special

Time and Materials Contract: Labor is provided for an indefinite period of time on a fixed-price basis. Materials are provided on a cost-reimbursement basis. Profit is included in the labor rates, and no fee is allowed on materials. This is the least preferred method of contracting and should only be used when it is not possible to accurately estimate the extent or duration of the work or to anticipate the costs with any reasonable degree of confidence. This type of contract may specify a "ceiling price" which the contractor shall not exceed. (FTA Circular 4220.1F, Chapter VI, Sec. 2.c(2)(b) for restrictions)

Labor Hours: Labor is provided for an indefinite period of time, but the contractor is not required to provide any materials. (Equipment costs and limited materials can be calculated as part of the labor rates.)

Letter Contract: Usually used in transit emergencies to begin work quickly while a formalized contract is prepared. Used to enter into contracts quickly. Execute the formal contract as soon as possible, and certainly within 90-180 days of the preliminary letter. Limit the percentage of the cost and set a "not-to-exceed" amount.

Indefinite Delivery Contract: Used when the exact time of delivery is unknown at the time of contracting.

Definite Quantity: Provides for delivery of a definite quantity of specific supplies or services for a fixed period of time. Upon order, schedule deliveries or performance at designated locations.

Indefinite Delivery: Provides for filling all actual purchase requirements for specific items over a specified period of time. Estimates must be based upon the best information available.

Indefinite-Quantity Contract: Provides for a stated minimum quantity and also additional quantities, as ordered, up to a stated maximum.

Blanket Purchase Agreement: Used to fill anticipated repetitive needs for supplies or services by establishing "charge accounts" with qualified sources of supply. Orders are made by Issuance of a delivery order.

Revenue Generating: Innovative ways to generate revenue. Advertising contracts are the most popular. (See Dear Colleague Letter C-98-25)

***Cost Plus Percentage of Cost contracts are prohibited. Under this type of contract, the owner agrees to pay the cost plus an agreed upon percentage of the costs, (e.g., 10%), up to a maximum dollar amount, including change orders.**

FORM A-6
CERTIFICATION OF CONFIGURATION MANAGEMENT AND
COMPLIANCE WITH NATIONAL ARCHITECTURE FORM

Complete this form prior to finalizing the Invitation for Bid package or Request for Proposals. Examples of Configuration Management are software interfacing properly with existing software and hardware, office furniture fits through doorways, vehicles fit in the shop.

RFP OR ITB NUMBER: _____ **GRANT NUMBER:** _____

PROJECT TITLE: _____

Y I certify by my signature as Project Manager, that the specifications contained in the Invitation for Bid Package or Request for Proposals conform to RTA's existing systems. The product or service to be procured is expected to react, interact with, or work as described in the Invitation for Bid Package or Request for Proposals.

Y I certify that if the product or service under procurement will or may change or alter existing systems in any way, the affected Departments have been notified in writing and have agreed to the change.

Describe any changes or alterations that will or may occur due to procurement of the product or service.

For Technology-Related Purchases

Y I certify that a clause has been included in the Invitation for Bid package or the Request for Proposal that contractors must self-certify via letter that their product or service complies with National Architecture Standards.

Project Manager

Date

FORM A-7
VENDOR SOLICITATION LIST

Use this form to keep track of vendors solicited for the purpose of sending ITBs and RFPs.

ITB OR RFP NUMBER: _____

GRANT NUMBER: _____

PROJECT TITLE: _____ **PAGE** _____ **OF** _____

| CONTACT DATE | COMPANY | CONTACT | ADDRESS | CITY/STATE/ZIP | TELEPHONE | FAX NUMBER | E-MAIL ADDRESS |
|-----------------|---------|---------|---------|----------------|-----------|------------|-------------------|
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FORM A-8
BID PACKAGE/RFP REQUEST LIST

Use this form to keep track of vendors to whom an ITB or RFP was sent.

ITB OR RFP NUMBER: _____ **GRANT NUMBER:** _____

PROJECT TITLE: _____ **PAGE** _____ **OF** _____

| DATE SENT | COMPANY | CONTACT | ADDRESS | CITY/STATE/ZIP | TELEPHONE | FAX NUMBER | E-MAIL ADDRESS |
|--------------|---------|---------|---------|----------------|-----------|------------|-------------------|
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FORM A-9
SIGN IN SHEET
FOR PRE-BID CONFERENCES, PRE-PROPOSAL CONFERENCES, BID OPENINGS

ITB OR RFP NUMBER: _____ **GRANT NUMBER:** _____ **PAGE** _____ **OF** _____

DATE: _____ **PROJECT TITLE:** _____

_____ **PRE-BID** _____ **PRE-PROPOSAL** _____ **BID OPENING** _____ **WALK THROUGH**

ATTENDANCE LIST

| NAME | FIRM REPRESENTED | ADDRESS | CITY/STATE/ZIP | TELEPHONE | FAX NUMBER | E-MAIL ADDRESS |
|-------------|-----------------------------|----------------|-----------------------|------------------|-------------------|---------------------------|
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FORM A-10
RESPONDING VENDORS LIST

Use this form to document arrival date and time of Bids and Proposals

ITB OR RFP NUMBER: _____ **GRANT NUMBER:** _____

BID OPENING DATE: _____ **BID OPENING TIME:** _____

OR

PROPOSAL SUBMISSION DEADLINE DATE: _____

PROPOSAL SUBMISSION DEADLINE TIME: _____

PROJECT TITLE: _____

| ARRIVAL DATE | ARRIVAL TIME | COMPANY OR FIRM | ADDRESS | CITY/STATE/ZIP |
|-----------------|-----------------|--------------------|---------|----------------|
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FORM A-11
BID TABULATION

Use this form to record the Bids that were opened at the Bid-Opening

ITB OR RFP NUMBER: _____ **GRANT NUMBER:** _____

BID OPENING DATE: _____ **BID OPENING TIME:** _____

PROJECT TITLE: _____ **Page** _____ **of** _____

| | | | | VENDOR NAME | | VENDOR NAME | | VENDOR NAME | |
|------|-------------|-----|----|-------------|-------------|-------------|-------------|-------------|-------------|
| Item | Description | Qty | UM | Unit Price | Ext. Amount | Unit Price | Ext. Amount | Unit Price | Ext. Amount |
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QTY = Quantity, UM = Unit of Measure, Ext Amount = Extension Amount

NOTES: _____

**FORM A-12
LATE BIDS/PROPOSALS LIST**

ITB OR RFP NUMBER: _____ **GRANT NUMBER:** _____

BID OPENING DATE: _____ **BID OPENING TIME:** _____

OR

PROPOSAL SUBMISSION DEADLINE DATE: _____

PROPOSAL SUBMISSION DEADLINE TIME: _____

PROJECT TITLE: _____

| ARRIVAL DATE | ARRIVAL TIME | COMPANY OR FIRM | DATE LETTER SENT TO INFORM FIRM OF LATE SUBMISSION | DATE OF RECEIPT OF FIRM'S RESPONSE TO LATE SUBMISSION AND REASON (<u>DESCRIBE</u>) | ACTION TAKEN | DATE FIRM'S BID OR PROPOSAL SENT BACK UNOPENED VIA CERTIFIED MAIL |
|-----------------|-----------------|--------------------|---|---|-----------------|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |

FORM A-13
PRICE ANALYSIS DOCUMENTATION
FOR SMALL PURCHASES (EXCEEDING \$10,000) AND LARGE PURCHASES

ITB OR RFP NUMBER: _____ **GRANT NUMBER:** _____

PROJECT TITLE: _____

Based upon the bids/quotes received as identified on the *Bid Tabulation* (Form A-11), I hereby determine that adequate price competition was obtained by comparison of the quotations and that the low price is fair and reasonable based upon one of the following methods.

The price analysis was obtained through:

_____ Comparison of bids received

_____ Comparison to Previous Purchase (Changes in quantity, quality, delivery schedules and the economy cause price variations. Make sure previous price was fair and reasonable based on physical review of documentation contained in previous files. Analyze each differing situation through trend analysis. **(Use when adequate competition does not exist.)**)

_____ Surveyed other Agencies (Contact other transit or public agencies that recently purchased a similar item to find out the price they paid. Place information in a *memorandum* or a form. Include additions or deletions for specific components (e.g., operator's seat, lighting system, signage system, etc.) **(Use when adequate competition does not exist.)**)

_____ Other: _____

_____ This was a sole source bid. (Include a letter of explanation in the contract file.)
(Complete *Sole Source Procurement Justification* Form A-15.)

COMMENTS: _____

Buyer

Date

FORM A-14
COST ANALYSIS DOCUMENTATION
For Construction Contracts, RFPs (Technological Items),
and Sole Source contracts exceeding \$10,000

ITB OR RFP NUMBER: _____ **GRANT NUMBER:** _____

PROJECT TITLE: _____

When necessary: Perform a Cost Analysis when the offeror is required to submit the following elements of the estimated cost for professional consulting, architectural and engineering services contracts: Labor Hours, Overhead, Materials, etc. Architect/Engineering firm must provide unit quantity prices (e.g., estimates for asphalt, curb and gutter, number of hours for surveyors, drafting, etc.)

Perform a Cost Analysis whenever adequate price competition is lacking and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalogue or market price of a commercial product sold in substantial quantities to the general public or on the basis of prices set by law or regulation.

Based upon the proposals or bids received, I hereby determine that the price is fair and reasonable based upon one of the following methods.

The cost analysis was obtained through:

_____ Technical Evaluation (This method is not directly related to price but involves an assessment of quantitative and qualitative factors that influence the offered price. This method allows an evaluation of the functions that cause cost. It is recommended that technically trained and experienced personnel assist in the analysis of hours, quantities, tooling, testing, head counts, productivity, and similar factors. When a technical evaluation is required prior to negotiations, it should address:

- 1) An estimate of necessary labor-hours with an indication of desirable adjustments;
- 2) Reasonableness of proposed material type, quantity and necessity;
- 3) The need for acquiring equipment and which equipment is considered general purpose or unique to perform a particular contract;
- 4) The possibility and availability of property that could be furnished by the Grantee;
- 5) The number, location, and need for any Grantee-funded trips for contractor personnel; and
- 6) The evaluator's summary statement and rationale that address whether or not the labor, material, travel, and other cost elements are reasonable.)

_____ Accounting Records (This method can present the cost of a job, but it is limited in determining reasonableness. Technical skills and judgements are required to determine reasonableness and necessity of the costs.)

_____ Auditor's Support (An auditor verifies proposed costs, overhead costs, and examines the vendor's estimates. Certain categories of materials, salaries, or the actual cost elements have contributed to an overhead rate. The auditor should tell you the prohibited costs included in the contractor's proposal.)

COMMENTS: _____

Buyer

Date

RTA Procurement Officer

Date

FORM A-15a
SOLE SOURCE PROCUREMENT JUSTIFICATION
Page 1 of 2

Complete this form to document the process to justify a Sole Source procurement.

ITB OR RFP NUMBER: _____ **GRANT NUMBER:** _____

PROJECT TITLE: _____

Indicate the reason for choosing a sole source procurement based upon compliance with the following considerations from FTA Circular 4220.1F (Chapter VI, Sec. 3.i(1)(b)). For more information, see *Best Practices Procurement Manual*.

_____ (a) Unique or Innovative Concept. The offeror demonstrates a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted, and is available to the recipient only from one source and has not in the past been available to the recipient from another source.

How did you arrive at this conclusion? _____

How did you determine the availability of the service or item? (e.g., checked on prior procurements for the same or similar item) _____

List other sources for identical or compatible parts or equipment if any and indicate if they are responsible: _____

Did a vendor or contractor help prepare the statement of work? ____ Yes ____ No

Vendor's name _____

Will they benefit if RTA proceeds with a sole source contract? _____ Yes ____ No

Explain your answer _____

_____ (b) Patents or Restricted Data Rights. Patent or data rights restrictions preclude competition.

Name of manufacturer or supplier _____

Describe the restrictions _____

FORM A-15b
SOLE SOURCE PROCUREMENT JUSTIFICATION
Page 2 of 2

ITB OR RFP NUMBER: _____ **GRANT NUMBER:** _____

PROJECT TITLE: _____

_____ (c) Substantial Duplication Costs. In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.

Name of manufacturer or supplier _____

Reason the above is the sole source _____

Describe how you ascertained this (e.g., whom did you contact?) _____

_____ (d) Unacceptable Delay. In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling the recipient's needs.

Name of manufacturer or supplier _____

Reason the above is the sole source _____

Describe how you ascertained this (e.g., whom did you contact?) _____

COMMENTS: _____

Buyer

Date

RTA Procurement Officer

Date

FORM A-16
DETERMINATION OF BEST VALUE

ITB OR RFP NUMBER: _____ **GRANT NUMBER:** _____

PROJECT TITLE: _____

_____ (name of company) is determined to be the lowest, **most responsive bid** and will provide the best value to RTA.

Check one of the lines below.

_____ Company's bid is the lowest bid received.

_____ Company's bid **is not** the lowest bid but is considered the best value. Document the reasons why this company was selected:

RTA Buyer or Procurement Officer

Date

FORM A-17
CONTRACTOR VERIFICATION

Use this form for the general contractor and all subcontractors.

ITB OR RFP NUMBER: _____ **GRANT NUMBER:** _____

PROJECT TITLE: _____

I have verified through the Federal Government's System for Award Management website at <https://www.sam.gov/SAM/> and a search for exclusion records that the company _____ awarded the RTA contract to provide _____

has not been debarred from working on federally funded projects. Likewise, I have verified through the lists above that the following sub-contractors have not been debarred from working on federally funded projects.

| Company Name | Address | Subcontract Product or Service |
|--------------|---------|-----------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

RTA Buyer or Procurement Officer

Date

FORM A-18 **PROPOSAL EVALUATION CRITERIA FORM**

Each member of the Evaluation Team or Selection Committee shall use this form to rate each proposal in order to select the "most advantageous" proposal. Evaluators shall remain confidential. Use the Pass/Fail Column to score Evaluation Criteria that do not require a numerical score. The numbers in Columns B and D are suggested; tailor these numbers to meet the committee's needs. The Evaluation Criteria are suggested. Match the Evaluation Criteria with the Proposal Content listed in the RFP's "Instructions to Proposers." Do not use the "Price" Evaluation Category for Architectural and Engineering Services.

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

PROJECT TITLE: _____

NAME OF FIRM: _____

| Column A | Column B | Column C | Column D | Column E | Column F |
|--|---------------------------------|-----------------------------------|--|-------------------------------|---------------------|
| EVALUATION CRITERIA | NUMERICAL POINTS POSSIBLE | EVALUATOR'S NUMERICAL SCORE | CRITERIA IMPACT WEIGHT PERCENTAGE | WEIGHTED SCORE MULTIPLY | P = PASS F= FAIL |
| RESPONSIBILITY OF FIRM financial, personnel, physical capability | 1-10 | | 10% | | |
| VENDOR QUALIFICATIONS technical experience, recommendations from previous projects, staff qualifications, licenses and credentials | 1-15 | | 10% | | |
| SCOPE OF WORK PROPOSAL How well did the proposal address the RFP? | 1-10 | | 10% | | |
| PROJECT METHODOLOGY Assess innovation and approach to the project | 1-15 | | 20% | | |
| PROJECT MANAGEMENT PLAN Project time line, deliverables, status reports | 1-10 | | 15% | | |
| DOCUMENTATION Compliance with state and federal regulations | 1-5 | | 5% | | |
| TRAINING OF RTA STAFF Number of training hours | 1-10 | | 10% | | |
| WARRANTIES AND SERVICE SUPPORT | 1-10 | | 5% | | |
| CONFLICT OF INTEREST DISCLOSURE STATEMENT | | | | | |
| DBE | 1-5 | | 5% | | |
| PRICE Price proposal | 1-10 | | 10% | | |
| TOTAL SCORES | | | | | |

FORM A-19
MEMORANDUM OF NEGOTIATIONS
Page 1 of 2

Use this form to document the proposal terms and conditions including price, specifications, warranty provisions, etc., if negotiations changed the original scope of the Request for Proposals or Bid Package in the case of Sole Source Procurements. (To see an example of this form, see *Best Practices Procurement Manual* Appendix B.9.)

RFP OR ITB NUMBER: _____ **GRANT NUMBER:** _____

PROJECT TITLE: _____

Date Prepared:

Consultant:

Project Description:

| Contract Value: | Line Items | Amount |
|------------------------|--------------------|---------------|
| | _____ | \$ |
| | _____ | \$ |
| | _____ | \$ |
| | _____ | \$ |
| | _____ | \$ |
| | TOTAL _____ | \$ |

Request for Proposal Form Amount: (Order of Magnitude)

Source of Funds: _____% Federal/ _____% RTA

Contract Type:

Performance Period:

Insurance:

DBE Participation: The Request for Proposal (RFP) specified _____% DBE participation in accordance with the Request for Proposal Form. Consultant currently intends to utilize _____ for _____, at _____% of the total estimated not-to-exceed price; _____ for _____, at _____%; and _____ for _____, at _____%; for a total of _____% of the total estimated not-to-exceed price for DBE participation.

FORM A-19
MEMORANDUM OF NEGOTIATIONS
Page 2 of 2

RFP OR ITB NUMBER: _____ **GRANT NUMBER:** _____

PROJECT TITLE: _____

Selection Process and Criteria:

Authorization:

Cost/Price Analysis-Negotiation Documentation and Results:

Contract Articles (Terms and Conditions):

Summary and Recommendations:

Agreed Upon Contract Price:

Project Manager

Date

Procurement Officer

Date

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

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

PROJECT TITLE: _____

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

OFFER

By execution below the Offeror _____ hereby offers to furnish equipment and services for \$ _____ as specified in the RTA Request for Proposals (Number: _____) for (description of item or service) _____ including the General Conditions, Technical Specifications and Offer and Award Provisions.

Offeror: _____
Name

Street Address

City, State, Zip

Signature of Authorized Signer

Title

Phone

Additional Notes: _____

NOTICE OF AWARD

By execution below, RTA accepts Offer as indicated above.

Name (Executive Director)

Signature

Date of Award: _____

FORM A-21
NOTICE OF CONTRACT AWARD FOR BIDS AND RFPs

If applicable, include the following: (1) description and specifications of items or services being procured; (2) quantity and unit of measure; (3) unit price; (4) extended totals.

RFP OR ITB NUMBER: _____ **GRANT NUMBER:** _____

REQUISITION NUMBER: _____

PROJECT TITLE: _____

This is to notify you that (name of company): _____

(street address): _____

(name and title of authorized person): _____

(telephone number): _____ (company identification number): _____

has been awarded the contract (contract number) _____ to provide (product or service) _____ including all terms referenced in the IFB

to RTA, for the dollar value of \$ _____,

for the period beginning _____ and ending _____.

Your contract contains a Disadvantaged Business Goal of _____%. The Contract requires that you submit work schedules and copies of executed subcontract agreements for your proposed DBE subcontractors within 30 days of the date of this award letter. You are further required to submit monthly reports of your progress toward meeting these goals, on the forms provided in the contract documents.

Upon receipt of this *Notice of Contract Award for Bids and RFPs*, complete the enclosed *Notice of Contract Award Acceptance for Bids and RFPs* (Form A-22), as well as Parts V, VI and VII of the *Bidder's Questionnaire*, located in Section VII of the Invitation for Bid package, and deliver these documents to the RTA Procurement Officer.

The following documents are attached hereto, incorporated by reference and made part of this contract for all purposes:

NOTICE OF AWARD

Procurement Officer: _____

Signature

Date of Award: _____

Executive Director: _____

Signature

FORM A-22
NOTICE OF CONTRACT AWARD ACCEPTANCE FOR BIDS AND RFP'S

Contractor must complete and sign this *Notice of Contract Award Acceptance for Bids and RFPs*, and return it to RTA within five (5) working days of receipt of the *Notice of Contract Award for Bids and RFPs* (Form A-21), along with Parts V, VI and VII of the *Bidder's Questionnaire*, located in Section VII of the Invitation for Bid Package, via fax to the RTA Procurement Officer at [FAX #], with hard copy postmarked by the fifth working day mailed to: Procurement Officer, [AGENCY ADDRESS]. Failure to return the *Notice of Acceptance of Award* and Parts V, VI and VII of the *Bidder's Questionnaire* may result in a breach of this contract and RTA has the right to annul this contract without liability and/or employ any other remedy it may have at law.

RFP OR ITB NUMBER: _____ **GRANT NUMBER:** _____

RTA REQUISITION NUMBER:

PROJECT TITLE: _____

(Company name)_____is in receipt of the *Notice of Contract*

Award (contract number)_____, dated_____, for the time period

beginning_____and ending_____, for the dollar value of \$_____.

We understand that the contract contains a Disadvantaged Business Goal of_____% , and that the Contract requires our company to submit work schedules and copies of executed subcontract agreements with proposed DBE subcontractors within 30 days of the date of the aforementioned award letter. We understand that our company is further required to submit monthly reports of progress toward meeting these goals, on the forms provided in the contract documents.

Name of Company: _____

Street Address: _____

Telephone Number:_____Company Identification Number:_____

Printed Name and Title of Authorized Person:_____

Authorized Signature

Date

FORM A-23
NOTICE TO PROCEED

Complete all pre-construction surveys and engineering prior to issuing the contractor a Notice to Proceed.

RFP OR ITB NUMBER: _____ **GRANT NUMBER:** _____

DATE

NAME AND TITLE

ADDRESS

CITY, STATE, ZIP

RE: PROJECT TITLE
CONTRACT #

Dear _____:

Enclosed is your fully executed copy of the Contract referenced above.

This letter shall serve as your Notice to Proceed. Effective _____,
you may begin providing services and incurring costs. The term of this Contract shall be
from _____ through _____.

Should you have any questions, feel free to contact me at [TELEPHONE #].

I look forward to working with you on this important project.

Sincerely Yours,

RTA Procurement Officer

Enclosure

FORM A-24
CLOSEOUT LETTER OF RELEASE
FROM LIABILITIES, OBLIGATIONS AND CLAIMS

[Date]

[Contact
Company Name
Company Street Address, Suite
City, State, Zip Code]

Dear []:

In order to finalize the contract file for the purchase of [number and product or service] that occurred on [date product delivered], RTA requires a statement from [vendor] that formally releases RTA from all liabilities, obligations, and claims.

Please sign this letter if you agree with the following statement, then return the letter to [AGENCY ADDRESS], by [DATE].

As an official of [vendor], authorized to legally bind the company, I

_____ certify that [vendor]
(print your name and title)

has sent the final invoice to RTA on [date of invoice] and received payments from RTA for [number and product or service] in the amount of [\$ amount of payment] dated [date on check]. I further certify that [vendor] has completed the work agreed to in the contract signed [date contract or Bid Form signed], and hereby formally release RTA from any and all liabilities, obligations, and claims.

Signature: _____ Date: _____

RTA certifies that all contract elements have been completed, all deliverables have been received in satisfactory condition and have been inspected and approved, and that RTA holds no claims regarding this contract against [vendor].

Signature: _____ Date: _____
RTA Executive Director

FORM A-25
INSPECTION AND ACCEPTANCE CLOSEOUT FORM
Complete this form as part of the Contract Closeout Procedure for contracts \$100,000+.

RFP OR ITB NUMBER: _____ **GRANT NUMBER:** _____
PROJECT TITLE: _____

ROLLING STOCK

I certify that the following forms have been completed and are placed in the Master File. Place N/A on lines where items are not applicable.

Buy America Compliance Cert or Exemption Cert: Pre-Award _____ Post-Delivery _____
Buy America Documentation from Contractor: Pre-Award _____ Post Delivery _____
Purchaser's Requirements Certification: Pre-Award _____ Post-Delivery _____
FMVSS Compliance Cert or Exemption Cert: Pre-Award _____ Post-Delivery _____
FMVSS Compliance Documents from Contractor: Pre-Award _____ Post-Delivery _____
Serial Number Data Sheet per vehicle _____ Bus Testing Report _____
Visual Inspection Sheet per vehicle _____ Road Test Sheet per vehicle _____
Vehicle Weight Slip per vehicle _____ Shipping Documentation per vehicle _____
Signed "Release of Delivery" Form(s) _____ Certificates of Origin per vehicle _____

ROLLING STOCK AND NON-ROLLING STOCK

I certify that the following Contract Closeout Procedures have been performed and that the documentation has been placed in the Master File. Place N/A on lines that are not applicable.

Date

_____ RTA has received all articles and/or services set forth in the contract.
_____ RTA has inspected and accepted these articles and/or services (including reports and spare parts) and is satisfied that they are in full compliance with the conditions of the contract.
_____ For RFPs involving technology, a self-certification letter from the Contractor stating compliance with the National Architecture for Intelligent Transportation Systems standards.
_____ Proof of warranty documents delivered.
_____ Proof of Insurance (for construction and renovation projects on RTA property.)
_____ Procurement Officer is in receipt of a memorandum from department stating that all required inspections have been performed and the contract has been completed.
_____ RTA has received the final invoice from the Contractor -- (write date on line).
_____ Letter from Contractor formally releasing RTA from all liabilities, obligations, & claims.
_____ All administrative actions have been completed including settlement of disputes, protests, and litigation; final overhead rates have been determined; funds have been released; property has been accounted for or disposed of properly; necessary audits have been performed. (Executive Director's initials.)
_____ RTA has made the final payment to the Contractor and has proof that the Contractor received the final payment (cancelled check, memorandum, etc.)
_____ All documentation has been placed in the Master File.
_____ Project and drawdown information entered into TEAM by Executive Director.

Procurement Officer

Date

FORM A-26 MASTER CONTRACT FILE CHECK LIST FOR PROJECT:

| | | |
|--------|--|--|
| TAB 1 | Email notifying Procurement Officer of project description | Date: |
| TAB 2 | Independent Cost Estimate (Form A-4) | Date: Process used to derive Independent Cost Estimate: |
| TAB 3 | Justification for Contract Type (Form A-5) | Date: Contract Type: |
| TAB 4 | Requisition Form signed by GM | Date: |
| TAB 5 | DBE Goal placed on Requisition Form | Date: |
| TAB 6 | Board Agenda Item & minutes; Board agenda item for all purchases exceeding \$20,000 | Board Date: |
| TAB 7 | Invitation for Bid or Request for Proposal Package, Addenda, & Fed Clauses & Config Manage (A-6) | ITB or RFP Date: Fed Clauses Y N Add #1 Add #2 Add #3 Add #4 Add #5 |
| TAB 8 | Advertisement | Publication & Date: Publication & Date: |
| TAB 9 | Vendor Solicitation List (Form A-7) | Yes No |
| TAB 10 | Bid/Proposal Package Request List (Form A-8) | Yes No |
| TAB 11 | Pre-Bid/Proposal Conference Sign-in Sheet (Form A-9) and Minutes | Conference Date: |
| TAB 12 | Maintain list of responding vendors (Form A-10) | Yes No |
| TAB 13 | Bid Opening / Tabulation (Form A-11) | Bid Opening Date: |
| TAB 14 | List late bids/proposals (Form A-12) Correspondence, letters, certified mail | Applicable Not Applicable |
| TAB 15 | Adequate price competition Price Analysis or Cost Analysis (Form A-13/-14) | Date: |
| TAB 16 | Sole Source Procurement Justification (Form A-15) | Date if Applicable: |
| TAB 17 | Determine low bid/best value (Form A-16) Include bids received. | Date: |
| TAB 18 | Letters from vendors to withdraw bids or proposals | Dates if Applicable: |
| TAB 19 | Contractor Verification (Form A-17) to see if selected contractor is debarred | Date: |
| TAB 20 | Proposal Evaluation Criteria (Form A-18) | Date if Applicable: |
| TAB 21 | Memorandum of Negotiations (A-19) | Date if Applicable: |
| TAB 22 | Evaluation Team signatures: Code of Ethics and Conflict of Interest Policy | If Applicable: Yes No |
| TAB 23 | Contract Award Offer and Acceptance (A-20) for proposals | Date sent if Applicable: |
| TAB 24 | Notice of Award (Form A-21), Letters to rejected vendors, protest documentation | Date sent: |
| TAB 25 | Receipt of Notice of Award Acceptance (Form A-22) | Date received: |
| TAB 26 | Contract signed | Date: |
| TAB 27 | Notice to Proceed (Form A-23) | Date sent: |
| TAB 28 | Release Ltr (A-24) Closeout documentation, warranties, ins., settlements, (A-25) | Date signed: |
| TAB 29 | Bond Documents, Notices to Sureties | |
| TAB 30 | Miscellaneous Correspondence, letters Approved Equals, etc. | |
| TAB 31 | Misc., such as Stop Work documentation | |

FORM A-27
PIGGYBACKING WORKSHEET

Definition: *Piggybacking is the post-award use of a contractual document/process that allows someone who was not contemplated in the original procurement to purchase the same supplies/equipment through that original document/process.* ("FTA Dear Colleague" letter, October 1, 1998).

In order to assist in the performance of your review, to determine if a situation exists where you may be able to participate in the piggybacking (assignment) of an existing agreement, the following considerations are provided. Ensure that your final file includes documentation substantiating your determination.

| WORKSHEET | YES | NO |
|---|------------|-----------|
| 1. Have you obtained a copy of the contract and the solicitation document, including the specifications and any Buy America Pre-award or Post-Delivery audits? | | |
| 2. Does the solicitation and contract contain an express "assignability" clause that provides for the assignment of all or part of the specified deliverables? | | |
| 3. Did the Contractor submit the "certifications" required by Federal regulations? See BPPM Section 4.3.3.2. | | |
| 4. Does the contract contain the clauses required by Federal regulations? See BPPM Appendix A1. | | |
| 5. Were the piggybacking quantities included in the original solicitation; i.e., were they in the original bid and were they evaluated as part of the contract award decision? | | |
| 6. If this is an indefinite quantity contract, did the original solicitation and resultant contract contain both a minimum and maximum quantity, and did these represent the reasonably foreseeable needs of the parties to the contract? | | |
| 7. If this piggybacking action represents the exercise of an option in the contract, is the option provision still valid or has it expired? | | |
| 8. Does your State law allow for the procedures used by the original contracting agency: e.g., negotiations vs. sealed bids? | | |
| 9. Was a cost or price analysis performed by the original contracting agency documenting the reasonableness of the price? Obtain a copy for your files. | | |
| 10. If the contract is for rolling stock or replacement parts, does the contract term comply with the five-year term limit established by FTA? See FTA Circular 4220.1F, Chapter IV, 2 (14) (i). | | |

(Form A-27 continued)

| WORKSHEET | | |
|---|--|--|
| 11. Was there a proper evaluation of the bids or proposals? Include a copy of the analysis in your files. | | |
| 12. If you will require changes to the vehicles (deliverables), are they “within the scope” of the contract or are they “cardinal changes”? See BPPM Section 9.2.1. | | |

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12. Organizational Chart

| | |
|-----------------|----------|
| Version | 1 |
| Date | TBD |
| Status | Enclosed |
| Comments | |

ORGANIZATIONAL CHART

The RTA is led by a seven-member board of directors and an executive director. The organization receives administrative support through a memorandum of understanding (MOU) that allows the Central Oklahoma Transportation and Parking Authority (COTPA) and City of Oklahoma City staff to serve the RTA as contracted support staff, as needed. This MOU also enables legal counsel from the City of Oklahoma City to support the RTA. The RTA staff is complemented by a team of consultants managed by the RTA Owner's Representative under several on-call contracts for services including economic services, engineering, planning and design services, financial planning services, branding and marketing services, public opinion technical services, and federal advisory services.

The RTA organization chart is provided on the next page.

On-Call Economic Technical Services Regional Economic Advisors

On-Call Engineering Services HNTB, Jacobs, DB E.C.O. North America, INC

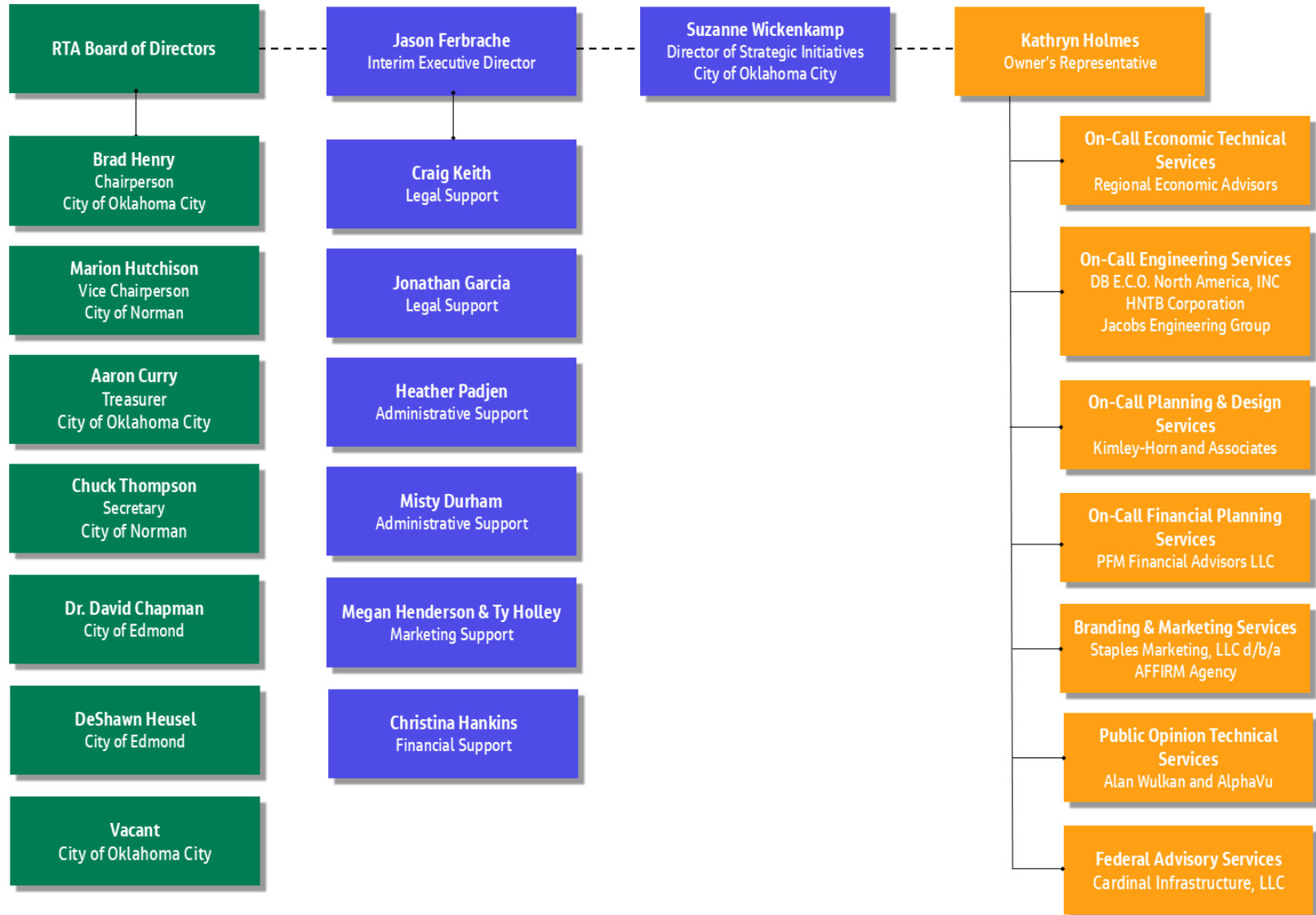
On-Call Planning and Design Services Kimley-Horn

On-Call Financial Planning Services PFM Financial Advisors, LLC

Branding & Marketing Services Staples Marketing, LLC d/b/a AFFIRM Agency

Public Opinion Technical Services Alan Wulkan and AlphaVu

Federal Advisory Services Cardinal Infrastructure, LLC





TO: Chairperson and Board of Directors

FROM: Interim Executive Director

Enter into Executive Session on advice of the Municipal Counselor to discuss the purchase or appraisal of real property and to confer on matters pertaining to economic development including the transfer of property, as public disclosure of the matter discussed would interfere with the development of products or services regarding the Board's strategy and approach for the acquisition of certain real property from BNSF for the commuter rail operation, as authorized by 25 O.S. (2021 Supp.) §§ 307 (B) (3) and (C) (11).

Background It is the recommendation that the Chairperson and the Board of Directors retire into executive session to receive confidential consultant reports relating to ongoing negotiations with BNSF.

Recommendation: Enter into executive session.

Jason Ferbrache
Interim Executive Director