

Regular Meeting
Wednesday, May 20, 2026
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, Secretary
City of Oklahoma City	Brad Henry, Chairperson
City of Oklahoma City	Aaron Curry, Treasurer
City of Oklahoma City	Vacant

MEETING INFORMATION

The Regional Transportation Authority of Central Oklahoma, DBA ONE Transit, 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.onetransit.org, and filed with the Secretary of State.

It is the policy of ONE Transit 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) 297-1359 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) 297-1359 at least 48 hours before the meeting.

Public Parking

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

Addressing ONE Transit

The public may address ONE Transit 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: board@onetransit.org. Please address your e-mail to the ONE Transit Board Chairperson.

The Chairperson or presiding officer may in his or her discretion prohibit a person from addressing the ONE Transit, 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.

ONE Transit Actions

ONE Transit may adopt, amend, approve, ratify, deny, defer, recommend, strike or continue any agenda item. ONE Transit is not limited by staff recommendations as to the actions it may take. When more information is needed, ONE Transit 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 ONE Transit, call (405) 297-1359; or visit the website at www.onetransit.org

May 20, 2026

2:30 p.m.

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

1. Call to Order – Brad Henry, ONE Transit Board Chairperson
2. Roll Call – Brad Henry, ONE Transit Board Chairperson
3. Consider Approval of Minutes
 - A. March 25, 2026 ONE Transit Regular Meeting
4. Outreach Advisory Group Report – Marion Hutchison, Vice Chairperson
5. Executive Director Report – Jason Ferbrache, Interim Executive Director
6. Receive Financial Reports and Ratify and Approve Claims
 - A. Period of March 1, 2026, through March 31, 2026
 - B. Period of April 1, 2026, through April 30, 2026
7. Fiscal Year 2027 Budget
 - A. Public Hearing; and
 - B. Consider a Resolution adopting the Fiscal Year 2027 Budget; and directing the Interim Executive Director to implement and administer the budget as per the Trust Agreement and Indenture.
8. Consider approving Amendment No. 2 of the Professional Services Agreement with Staples Marketing, LLC DBA AFFIRM Agency for branding and marketing services to clarify the term of the Agreement and to amend and update the Agreement for the initial period August 7, 2024, through August 6, 2027.
9. Consider approving Amendment No. 2 and Renewal No. 1 of the Professional Services Agreement with AlphaVu for market research and data mining services to amend the

Schedule of Fees or the remainder of the contract term by an additional \$23,600, resulting in a revised total not-to-exceed amount of \$253,900, inclusive of all fees and reimbursable expenses and agree to renew the Agreement from July 1, 2026, through June 30, 2027.

10. Consider approving Renewal No. 1 of the Professional Services Agreement with HNTB, Jacobs Engineering, and Kimley-Horn Corporation for a one-year period ending June 30, 2027, estimated cost of \$300,000, which will be dispersed as \$100,000 for HNTB, \$100,000 for Jacobs Engineering and \$100,000 for Kimley-Horn.
11. Consider approving Renewal No. 1 of the Professional Services Agreement Regarding FTA New Recipient Application with Jacobs Engineering Group, Inc., exercising the first of two (2) one-year renewal options, under the same terms, conditions and provisions as originally awarded, including prices, from July 1, 2026, through June 30, 2027, estimated cost \$5,000.
12. Consider approving Renewal No. 1 of the Professional Services Agreement with PFM Financial Advisors LLC, exercising the first of two (2) one-year renewal options, under the same terms, conditions and provisions as originally awarded, including prices, from July 1, 2026, through June 30, 2027, which shall not exceed \$100,000 per fiscal year.
13. Consider approving Renewal No. 1 of the Professional Services Agreement with Regional Economic Advisors LLC, exercising the first of two (2) one-year renewal options, under the same terms, conditions and provisions as originally awarded, including prices, from July 1, 2026, through June 30, 2027, which shall not exceed \$50,000 per fiscal year.
14. Consider approving Renewal No. 2 of the Professional Services Agreement with Cardinal Infrastructure, LLC for a one-year period ending June 30, 2027, amount not to exceed \$90,000.
15. Consider approving Request for Proposals for Program Management Services (ONE Transit 26-001); and authorize the Interim Executive Director to advertise.
16. Consider adopting the resolution waiving formal competitive bidding under section 3.5 of the Regional Transportation Authority Procurement Procedures and consider approving the Professional Services Agreement with Koch Communications LLC for a one-year period ending June 30, 2027, cost not to exceed \$160,000.

17. Public Comments – Brad Henry, ONE Transit Board Chairperson

18. New Business – Brad Henry, ONE Transit 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.

19. Adjournment

The regular meeting of the Regional Transportation Authority (RTA), DBA as ONE Transit was convened at 2:38p.m. on Wednesday March 25, 2026, at 431 W. Main Street. This meeting was held as indicated by advanced notice filed with the Oklahoma County Clerk on March 20, 2026, at 3:45pm.

ONE Transit Board of Directors Present

	Entity
Brad Henry, Chairperson	City of Oklahoma City
Marion Hutchison, Vice Chairperson	City of Norman
Chuck Thompson, Secretary	City of Norman
Dr. David Chapman	City of Edmond
Vacant	City of Oklahoma City

ONE Transit Board of Directors Absent

DeShawn Heusel	City of Edmond
Aaron Curry, Treasurer	City of Oklahoma City

Administrative Support Staff Present

Jason Ferbrache, Interim Executive Director
Joshua Minner, Legal Counsel
Suzanne Wickenkamp, Director of Strategic Initiatives
Christina Tran, Administrative Specialist

Guests Present

Riley Bart, Resident

Justin Henry, OKC Planning

Stuart Campbell, HNTB

Kyler Smith, ADG Blatt

Dustin L., Energy Transfer

Taylor Wilson, Resident

Shaundra North, Koch Comm

Krystal Harris, STV

Ryan Skeffington, Energy Transfer

Ethan Mazzio, ACOG

Bart Vleugels, ODOT

Taylor Johnson, City of Norman

Karen Kurtz, Koch Comm

David Neuhauser, STV

John Michael Williams - WBFB

Consultants Present

Kathryn Holmes, Owner's Representative

March 25, 2026

2:30 p.m.

431 W. MAIN STREET, SUITE B, OKLAHOMA CITY, OK

REGULAR MEETING

1. Call to Order – Brad Henry, RTA Board Chairperson

Chairperson Henry called the meeting to order at 2:38 PM.

2. Roll Call – Brad Henry, RTA Board Chairperson

Quorum Present: Henry, Hutchison, Thompson, Chapman

Absent: Curry, Heusel

3. Consider Approval of Minutes

A. February 11, 2026, Regional Transportation Authority Regular Meeting

APPROVED: MOVED BY CHAPMAN, SECOND BY THOMPSON

AYES: HENRY, HUTCHISON, THOMPSON, CHAPMAN,

ABSENT: CURRY, HEUSEL

4. Outreach Advisory Group Report – Marion Hutchison, Vice Chairperson

- The OAG held its first meeting several weeks prior.
- Purpose: Develop strategies for public engagement, talking points, FAQ's, and coordinated messaging.
- Consultants and staff (Koch Comm: Shaundra and Karen, Christina, Armando, Suzanne) are actively involved.
- Group currently consists of 3 board members (Hutchison, Curry, Heusel) and key staff and consultants.
- Meetings typically take place on the first and third Wednesdays of each month.

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

Engagement with Member Cities

- Staff and board members met with approximately 14 elected officials across Edmond, Norman, and Oklahoma City.
- Objective: Provide “State of the Agency” updates and discuss the timeline leading toward a potential 2027 referendum.
- Feedback received was strongly positive and supportive.

Technical Tour Planning

- Salt Lake City technical tour is scheduled for May 21-23.
- Several elected officials expressed interest; dates may not work for all, so alternative opportunities may be provided later for interested parties.

FAQs for Elected Officials

- Staff will supply a first set of FAQs to officials to support consistent messaging with constituents.

Stakeholder Meetings

- ONE Transit provided updates to:
- Greater Oklahoma City of Commerce Executive Committee
- ACOG

Consultant Selection

- Consultant selection completed for the Railroad Crossing Elimination Grant effort.

Media & Brand Launch Update – Armando

- Brand launch received coverage across 5 local TV stations and major print publications (The Oklahoman, Journal Record, Norman Transcript).
- National and trade-level coverage also included Mass Transit magazine.
- Social and online sentiment is being monitored.
- Results:
 - 29 media mentions
 - 6.3 million impressions
- Public relations value estimated at \$401,000

Board members expressed appreciation for the communications team's effectiveness.

6. Receive Financial Reports and Ratify and Approve Claims

A. Period of February 1, 2026, through February 28, 2026

RECEIVED, RATIFIED, AND APPROVED: MOVED BY HUTCHISON, SECOND BY THOMPSON.

AYES: HENRY, HUTCHISON, THOMPSON, CHAPMAN

ABSENT: CURRY, HEUSEL

7. Receive and discuss the proposed Fiscal Year 2027 Budget.

8. Consider approving renewal No. 5 of the Memorandum of Understanding with the Central Oklahoma Transportation and Parking Authority for interim administrative services, retroactive to February 1, 2026, through January 31, 2027.

- COPTA staff support needs will be significantly higher in the coming year, involving approximately 2 dedicated full-time staff plus part-time from others.
- Increase reflects expanded workload to meet referendum preparation needs.

APPROVED: MOVED BY CHAPMAN, SECOND BY THOMPSON

AYES: HENRY, HUTCHISON, THOMPSON, CHAPMAN

ABSENT: CURRY, HEUSEL

9. Consider adopting a Resolution to authorize travel for Interim Executive Director Ferbrache to Dallas-Fort Worth, Texas, to attend a meeting with Burlington Northern Santa Fe (BNSF); cost not to exceed \$500.00.

ADOPTED: MOVED BY HUTCHISON, SECOND BY CHAPMAN

AYES: HENRY, HUTCHISON, THOMPSON, CHAPMAN

ABSENT: CURRY, HEUSEL

10. Consider adopting a Resolution to authorize travel for Board Directors and ONE Transit Executive Staff to travel to Salt Lake City, UT and/or Dallas/FT Worth, TX costs not to exceed \$1,900 per person per trip.

ADOPTED: MOVED BY THOMPSON, SECOND BY HUTCHISON

AYES: HENRY, HUTCHISON, THOMPSON, CHAPMAN

ABSENT: CURRY, HEUSEL

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 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. Outcome: New business and public comments were taken prior to executive session. Entered into Executive Session at 3:17pm.

APPROVED: MOVED BY HUTCHISON, SECOND BY THOMPSON

AYES: HENRY, HUTCHISON, THOMPSON, CHAPMAN

ABSENT: CURRY, HEUSEL

Returned to meeting following the Executive Session at 3:59pm

APPROVED: MOVED BY THOMPSON, SECOND BY CHAPMAN

AYES: HENRY, HUTCHISON, THOMPSON, CHAPMAN

ABSENT: CURRY, HEUSEL

12. Public Comments – Brad Henry, RTA Board Chairperson

Taylor Wilson – Commended the board and staff for strong financial presentation and effective use of COTPA resources. Encouraged discussion of Highway Trust Fund status and its potential impact on federal funding assumptions. Clarification on funding source for executive session item related to BNSF; noted it did not appear explicitly shown in the proposed budget.

13. 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.

No new business was introduced.

14. Adjournment – 4:00pm

APPROVED: MOVED BY HUTCHISON, SECOND BY CHAPMAN

AYES: HENRY, HUTCHISON, THOMPSON, CHAPMAN

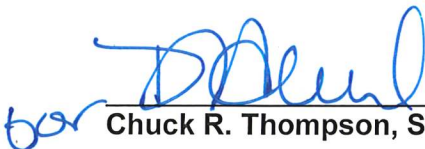
ABSENT: CURRY, HEUSEL

APPROVED by the Directors and SIGNED by the Chairperson of the Regional
Transportation Authority of Central Oklahoma, DBA ONE Transit this 20th day of
May 2026.

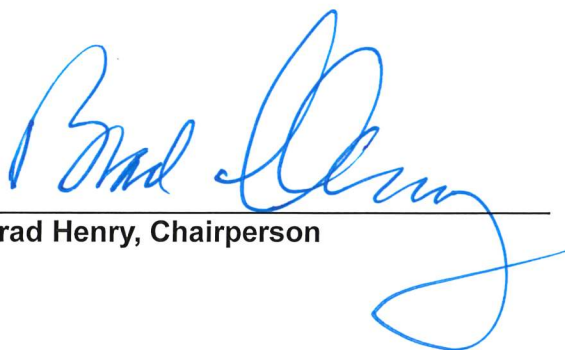
ATTEST:



REGIONAL TRANSPORTATION
AUTHORITY OF CENTRAL
OKLAHOMA DBA; ONE Transit



Chuck R. Thompson, Secretary



Brad Henry, Chairperson



Agenda
Item No.

Payment Claims

Period: 4/1/2026-4/30/2026

Date	Vendor	Description	Invoice No.	Cost	Total
5/4/2026	Holmes & Associates LLC	Consultant Fees - Labor	501	\$ 8,405.00	
		Sub-Consultant Fees	501	\$ 17,074.37	
		Project Management	501	\$ 2,561.15	
					\$ 28,040.52
4/30/2026	Williams, Box, Forshee & Bullard, P.C.	Legal Services - April	35654	\$ 5,608.69	
					\$ 5,608.69
5/1/2026	PCI Municipal Services	Parking Fees - April 2026	464037	\$ 7.00	
					\$ 7.00
1/6/2026	PFM Financial Advisors LLC	Financial Advisory Services Aug 2024-April 2025	140234	\$ 8,400.40	
					\$ 8,400.40
4/20/2026	AlphaVu	Transit Research	2342	\$ 14,250.00	
					\$ 14,250.00
5/1/2026	COTPA	Admin Services Fee: April 2026	2026-110	\$ 22,636.00	
		Reimbursement for Printing: April 2026	2026-110	\$ 130.00	
					\$ 22,766.00
4/22/2026	BNSF	Preliminary Engineering	90300626	\$ 1,056.00	
					\$ 1,056.00
4/8/2026	*Delta	Travel, Salt Lake City, UT 5/21/26-5/25/26, Jason Ferbrache	pcard	\$ 568.81	
		Travel, Salt Lake City, UT 5/21/26-5/23/26, Armando Reyes	pcard	\$ 578.80	
		Travel, Salt Lake City, UT 5/21/26-5/23/26, Suzanne Wickenkamp	pcard	\$ 578.80	
		Travel, Salt Lake City, UT 5/21/26-5/23/26, Marion Hutchinson	pcard	\$ 618.80	
		Travel, Salt Lake City, UT 5/21/26-5/23/26, Deshawn Heusel	pcard	\$ 618.80	
		Travel, Salt Lake City, UT 5/21/26-5/23/26, Charles Henry	pcard	\$ 667.79	
		Travel, Salt Lake City, UT 5/21/26-5/23/26, Christina Tran	pcard	\$ 668.80	
					\$ 4,300.60
4/20/2026	*Marriot	ONE Transit Meeting Security Deposit, OKC, OK 5/21/26-5/23/26	pcard	\$ 1,000.00	
					\$ 1,000.00
4/23/2026	*Oklahoma Real Estate Commission	ONE Transit Vendor Registration Fee	pcard	\$ 2,500.00	
					\$ 2,500.00
4/29/2026	*4imprint	ONE Transit Branded Materials: Totes	pcard	\$ 1,610.38	
		ONE Transit Branded Materials: Stainless Steel Bottle	pcard	\$ 2,681.79	
					\$ 4,292.17
Total Claims					\$ 92,221.38

APPROVED:

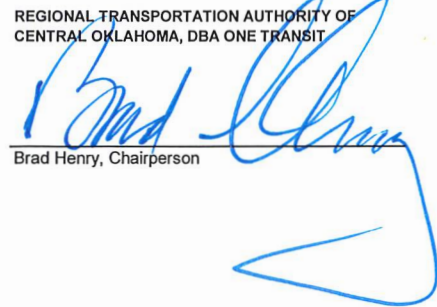

Aaron Curry, Treasurer

RATIFIED and APPROVED by the Treasurer and Chairman of the Regional Transportation Authority of Central Oklahoma, this 25th day of May, 2026.

ATTEST:


Chuck R. Thompson, Secretary

REGIONAL TRANSPORTATION AUTHORITY OF
CENTRAL OKLAHOMA, DBA ONE TRANSIT


Brad Henry, Chairperson



HOLMES & ASSOCIATES LLC

Holmes & Associates LLC
P.O. Box 526057
Salt Lake City, UT 84152
Phone: 703.999.4440
E-Mail: kathryn@holmesassociatesllc.com
EIN: 82-1144150

Invoice #401a

April 1, 2026

Client

RTA
2000 S. May
Oklahoma City, OK 73108
ATTN: Christina Hankins

Date	Biller	Description	Hours/Qty	Rate	Amount
4/01/2026	KAH	RTA - TIME: Total time billed by K Holmes for the period 3/01/2026 to 3/31/2026	45.50	410.00	\$18,655.00
4/01/2026	KAH	RTA - TRAVEL TIME billed by K Holmes for the period 3/01/2026 to 3/31/2026	14.00	205.00	\$2,870.00
4/01/2026	KAH	RTA - COSTS: Total costs incurred by KAH			\$2,365.43
3/17/2026	DB	Subconsultant Services			\$6,197.58
3/25/2026	DJM2	DJM2 Consultancy	14.75	\$350.00	\$5,162.50
4/01/2026	KAH	Project Management		15%	\$1,704.01
We appreciate your business. Please make checks payable to "Holmes & Associates LLC." Thank you.					
Invoice Balance Due					\$36,954.52

WILLIAMS, BOX, FORSHEE & BULLARD, P.C.

Attorneys and Counsellors
522 Colcord Drive
Oklahoma City, OK 73102-2202
Federal ID no. 73-1377280

405-232-0080

Invoice submitted to:

Oklahoma City Regional Transit Authority
City of Oklahoma City
c/o Mike Baskin
100 N. Walker, Suite 400
Oklahoma City, OK 73102

March 31, 2026

Invoice # 35599

In Reference To: Legal services rendered in connection with Regional Transit Authority.

Professional Services

		<u>Hours</u>
3/1/2026	JMW Review, revision and correspondence with respect to ballot, and preparation of ballot 3.1A.	2.60
3/2/2026	JMW Review and actions with respect to ballot; related correspondence with project participants.	1.00
3/4/2026	JMW Review and notes with respect to pending RTA matters, particularly with respect to ballot status.	0.10
3/7/2026	JMW Review and notes with respect to project status, including ballot and related matters.	0.10
3/12/2026	JMW Review and actions with respect to advancement of RTA.	0.40
3/14/2026	JMW Preparation for update conference of March 16, 2026.	0.40
3/15/2026	JMW Preparation for RTA meeting of March 16, 2026.	0.10
3/16/2026	JMW Preparation for and teams conference with Suzanne Wickenkamp; follow-up notes.	3.10
3/20/2026	JMW Review and notes with respect to Firearms Act.	0.10
3/23/2026	JMW Preparation for Board of Director's meeting of March 25, 2026; packet received.	0.10
3/25/2026	JMW Preparation for and attendance at RTA Board of Director's meeting; follow-up conference; follow-up notes.	3.40
3/26/2026	JMW Review and notes with respect to BNSF customers.	0.10
3/27/2026	JMW Review and actions with respect to RTA.	0.30
3/28/2026	JMW Review and notes with respect to BNSF.	0.20
3/29/2026	JMW Review and notes with respect to BNSF.	0.20

	<u>Hours</u>
3/30/2026 JMW Review of correspondence from Jonathan Garcia with respect to City of Norman tax; correspondence.	0.30
3/31/2026 JMW Review, correspondence and notes with respect to RTA, including Norman Transit tax.	0.40
	<u>Amount</u>
For professional services rendered	\$3,831.20
Expense Charges :	
Photocopies/B&W	3.20
Photocopies/B&W	0.20
Total expense charges	\$3.40
TOTAL AMOUNT OF THIS BILL	\$3,834.60
PREVIOUS BALANCE	\$6,728.03
Accounts receivable transactions	
3/30/2026 Payment - Thank you	(\$1,909.96)
3/30/2026 Payment - Thank you	(\$4,818.07)
Total payments and adjustments	(\$6,728.03)
Balance due	<u><u>\$3,834.60</u></u>



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

INVOICE

INVOICE #3515
PO 2026-004
DATE: MARCH 10, 2026

TO:

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

DESCRIPTION	HOURS	RATE	AMOUNT
Professional Services (February 1 -- 28, 2025)			
Sherry Little	2.2	\$550.00	\$1,210.00
Auke Mahar-Piersma	3.0	\$550.00	\$1,650.00
Jamie Harrell	5.5	\$550.00	\$3,025.00
Total	13.2		\$7,260.00
Monthly report attached.			

Please make all checks payable to Cardinal Infrastructure LLC.

Thank you for your business!

COTPA

Arts District Garage

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

INVOICE #: 451366Reference ID: **Tax Exempt**Invoice Date: **04/06/2026**Due Date: **04/13/2026****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:\$8.00
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
March 2026 Validation Usage	\$2.67	3	\$8.00

Subtotal: 8.00**Total:** **\$8.00****Notes**

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

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 # 2327
DATE 03/19/2026
DUE DATE 04/18/2026
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
DataVu Platform SAAS DataVu Public Opinion Analytics Platform/Services February 18 -March 17, 2025	1	9,250.00	9,250.00
Consulting Direct Expense - Subcontractor Alan Wulkan	1	5,000.00	5,000.00
\$7,125 (50%) assignable to July. \$7,125 (50%) assignable to August. BALANCE DUE			\$14,250.00



262.650.9900
affirmagency.com

N28W23050 Roundy Drive
Suite 100
Pewaukee, WI 53072

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

**Invoice # INV-4532
Invoice Date 3/17/2026**

Travel Expenses - 2/10/26 - 2/12/26 Brand Launch

\$1,424.94

-Danny Mager
-Meghan Walters

Invoice Total	\$1,424.94
Amount Due	\$1,424.94

Make checks payable to AFFIRM Agency
Due upon receipt



INVOICE NUMBER:

WFXS1109-05

INVOICE DATE:

02/23/26

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:

WFXS1109

PO Number:

2026-012

Project Description:

Task Order No. 9

Project Manager:

YOUNG, SCOTT

Terms:

NET 30

Due Date:

03/25/26

Billing Period From:

12/27/25

To:

01/23/26

Description:			Scheduled Value	Percent Complete		Amount Billable		Previous Billed		Current Amount Due
RTA 2023-001 On-Call Engineering Consulting Services – Task Order No. 9										
Professional Services	TM	\$	69,427.50	73.85%	\$	51,270.50	\$	40,020.50	\$	11,250.00
Key TO Efforts	TM				\$	48,170.50	\$	36,920.50	\$	11,250.00
Santa Fe Station	TM				\$	3,100.00	\$	3,100.00	\$	-
Grand Total		\$	69,427.50	73.85%	\$	51,270.50	\$	40,020.50	\$	11,250.00

TOTAL AMOUNT DUE THIS INVOICE

\$ 11,250.00

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

Status:

Refer to attached progress report



INVOICE NUMBER: WFXS1109-06

INVOICE DATE: 03/12/26

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: WFXS1109
PO Number: 2026-012
Project Description: Task Order No. 9
Project Manager: YOUNG, SCOTT
Terms: NET 30
Due Date: 04/11/26

Billing Period From: 01/24/26
To: 02/20/26

Description:			Scheduled Value	Percent Complete	Amount Billable	Previous Billed	Current Amount Due
RTA 2023-001 On-Call Engineering Consulting Services – Task Order No. 9							
Professional Services	TM	\$	69,427.50	77.73%	\$ 53,968.00	\$ 51,270.50	\$ 2,697.50
Key TO Efforts	TM				\$ 50,868.00	\$ 48,170.50	\$ 2,697.50
Santa Fe Station	TM				\$ 3,100.00	\$ 3,100.00	\$ -
Grand Total		\$	69,427.50	77.73%	\$ 53,968.00	\$ 51,270.50	\$ 2,697.50
TOTAL AMOUNT DUE THIS INVOICE							<u>\$ 2,697.50</u>

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

Status:
Refer to attached progress report



CENTRAL OKLAHOMA
TRANSPORTATION & PARKING
AUTHORITY

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

Bill To: **ONE Transit**
Address: 2000 S May Avenue
Oklahoma City, OK 73108

Invoice #: 2026-109
Invoice Date: 4/1/2026

Invoice For: Administrative Services

Item #	Description	Qty	Unit Price	Discount	Price
1	*Admin Services Fee - February 2026	1	\$9,430.96		\$9,430.96
1	Admin Services Fee- March 2026	1	\$22,636.00		\$22,636.00
1	March Printing	1	\$33.85		\$33.85
NOTES: RTA PO # 2026-003				Invoice Subtotal	\$32,100.81
*Corrected amount from invoice 2026-108 to align with the MOU amount approved at the March 25, 2025 ONE Transit board meeting. The MOU was retroactive to February 1, 2026.				Tax Rate	
				Sales Tax	\$0.00
				Other	
				Deposit Received	
Make all checks payable to EMBARK				TOTAL	\$32,100.81



INVOICE

CUSTOMER NUMBER : 1011660
INVOICE NUMBER : 90298760
AMOUNT : \$2,667.20
DATE : 03/11/2026

MAKE CHECKS PAYABLE TO:
BNSF RAILWAY COMPANY
3115 SOLUTIONS CENTER
CHICAGO, ILLINOIS 60677-3001

REGIONAL TRANSPORTATION
AUTHORITY OF
CENTRAL OKLAHOMA
2000 S MAY AVE
OKLAHOMA CITY OK 73108
USA

FOR FURTHER INFORMATION:
EVA GALLEGOS

EVA.GALLEGOS@BNSF.COM

BNSF TIN NO.41-6034000

CONTRACT NO: SA7002424

TO PAY BY WIRE/ACH:
BANK: NORTHERN TRUST-CHICAGO IL
SWIFT # CNORUS 44
BANK ABA # 071000152
BNSF ACCOUNT # 31099171

If paying by wire/ACH, please send the remit detail to cashapps@bnsf.com

** PLEASE SHOW ABOVE INVOICE NUMBER ON YOUR REMITTANCE TO ASSURE PROPER CREDIT TO YOUR ACCOUNT **

PRELIMINARY ENGINEERING DESIGN FOR THE OKLAHOMA RTA TO EXPAND RAIL SERVICE FROM EDMOND TO NORMAN, OK.
L/S 7400, MP 370 TO 402, DOT # 012120A

100% BILLABLE TO REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA

WBS 7-0024-24

PARTIAL #14

Total Costs:	\$2,667.20
Billable Pct :	100.00 %
Invoice Total :	\$2,667.20

This bill represents only charges posted to the identified WBS as of the last day of the month preceding the invoice date. Unless otherwise explicitly stated, further billings may be issued, should additional costs be identified for this WBS or other WBS' related to work at this location.

**CONTRACTCUSTOMIZING**

1001 Solar Court, Suite 200 | Verona, WI 53593
 (608) 498-4384 | accounting@contractcustomizing.com

Overdue!**Invoice: 89257**

Date Ordered: 2/2/26

Date Invoiced: 2/9/26

Date Due: 2/9/26

Ordered By	Phone	Fax	Email

RTA OF CENTRAL OKLAHOMA
 2000 S. MAY AVE.
 OKLAHOMA CITY, OK 73108

SHIP TO:
 RTA OF CENTRAL OKLAHOMA - C/O CHRISTINA
 TRAN
 2000 S. MAY AVE.
 OKLAHOMA CITY, OK 73108

Customer #	PO Number	Terms	Salesperson	Ship Method
552	OneTransit	DOR		UPS Comm Grnd

Design ID	Design Title	Type
43939	ONE TRANSIT - LC	EMB
43948	ONE TRANSIT - HAT - 3" W	EMB
43951	ONE TRANSIT - HAT - 3" CB	EMB

Qty	Part Number	Color	Description	Sizes	S	M	LG	XL	XXL	Other	Unit Price	Total Price
44	MM1030	navy	polo		4	12	16	12				
4	MM1030_2x	navy	polo						4			
48	EMB 4K		Embroidery 4,000 Stitches							48	3.09	148.32
150	CP85	navy	caps							150		
150	EMB 4K		Embroidery 4,000 Stitches							150	2.52	378.00
150	EMB 4K		Embroidery 4,000 Stitches							150	2.52	378.00
150	EMB HAT		Additional Charge - Hats [Baseball/Bucket Styles]							150	0.60	90.00
150	EMB HAT		Additional Charge - Hats [Baseball/Bucket Styles]							150	0.60	90.00

198

[Sales Tax 5% - 12.36] [Sales Tax - County 0.5% - 1.24] [Sales Tax - Stadium 0.1% - 0.25] —

Note:

We appreciate your business.

Subtotal	1,084.32
Sales Tax	13.85
Shipping	247.13
Total	1,345.30
Paid	
Balance	1,345.30



Report Date: 3/24/2026

Page # 1/1



Hampton Inn and Suites by Hilton - Fort Worth
Downtown, TX
1001 Commerce St, Fort Worth 76102
TX US
8173325300
FTWDT_Hampton_Suites@Hilton.com

Date Range: 2026-03-29 - 2026-04-06
Tax#/ID# :

Guest Folio

Confirmation Number - 53130858

Primary Guest

Guest Name FERBRACHE, JASON
Address 8716 NW 157TH PL
City, State, Zip Code EDMOND OK 73013
Country US

ADDN GUESTS

Hilton Honors

S SILVER
271787039

Stay Details

Check In Date Mar 29, 2026
Check Out Date Mar 30, 2026
Room NKRR - 843
Source OWN HOTEL
Guests 1/0

Company Details

Name
Tax#/ID#
PO Number
Account Name

Other Details

Tax Invoice
Tax/Fee NO
Exemption
Tax/Fee
Exempt Date
Travel Agent
IATA
Name

Date	Type	Description	Amount
Mar 29, 2026	Charge	PARKING	\$40.00
Mar 29, 2026	Charge	GUEST ROOM	\$185.22
Mar 29, 2026	Fee	RM - Fort Worth TPID Fee	\$3.70
Mar 29, 2026	Tax	RM - City Tax	\$0.41
Mar 29, 2026	Tax	RM - State Tax	\$0.22
Mar 29, 2026	Tax	RM - City Tax	\$20.37
Mar 29, 2026	Tax	RM - State Tax	\$11.11
Mar 30, 2026	Payments	VISA-1959	(\$261.03)

Summary	
Type	Amount
CREDIT CARD	(\$261.03)
PARKING	\$40.00
GUEST ROOM	\$185.22
RM - Fort Worth TPID Fee	\$3.70
RM - City Tax	\$20.78
RM - State Tax	\$11.33
Folio Balance	\$0.00

Check In Time 02:15 PM
Check Out Time 01:09 PM
"The City of Fort Worth requires that an additional tax of two percent be imposed on each hotel charge for the planning, acquisition, development, establishment, construction, renovation and financing of the Fort Worth Convention Center and any related infrastructure as a designated Venue Project, as approved by the voters of the city on May 4, 2024."



Agenda
Item No.

Payment Claims

Period: 4/1/2026-4/30/2026

Date	Vendor	Description	Invoice No.	Cost	Total
5/4/2026	Holmes & Associates LLC	Consultant Fees - Labor	501	\$ 8,405.00	
		Sub-Consultant Fees	501	\$ 17,074.37	
		Project Management	501	\$ 2,561.15	
					\$ 28,040.52
4/30/2026	Williams, Box, Forshee & Bullard, P.C.	Legal Services - April	35654	\$ 5,608.69	
					\$ 5,608.69
5/1/2026	PCI Municipal Services	Parking Fees - April 2026	464037	\$ 7.00	
					\$ 7.00
1/6/2026	PFM Financial Advisors LLC	Financial Advisory Services Aug 2024-April 2025	140234	\$ 8,400.40	
					\$ 8,400.40
4/20/2026	AlphaVu	Transit Research	2342	\$ 14,250.00	
					\$ 14,250.00
5/1/2026	COTPA	Admin Services Fee: April 2026	2026-110	\$ 22,636.00	
		Reimbursement for Printing: April 2026	2026-110	\$ 130.00	
					\$ 22,766.00
4/22/2026	BNSF	Preliminary Engineering	90300626	\$ 1,056.00	
					\$ 1,056.00
4/8/2026	*Delta	Travel, Salt Lake City, UT 5/21/26-5/25/26, Jason Ferbrache	pcard	\$ 568.81	
		Travel, Salt Lake City, UT 5/21/26-5/23/26, Armando Reyes	pcard	\$ 578.80	
		Travel, Salt Lake City, UT 5/21/26-5/23/26, Suzanne Wickenkamp	pcard	\$ 578.80	
		Travel, Salt Lake City, UT 5/21/26-5/23/26, Marion Hutchinson	pcard	\$ 618.80	
		Travel, Salt Lake City, UT 5/21/26-5/23/26, Deshawn Heusel	pcard	\$ 618.80	
		Travel, Salt Lake City, UT 5/21/26-5/23/26, Charles Henry	pcard	\$ 667.79	
		Travel, Salt Lake City, UT 5/21/26-5/23/26, Christina Tran	pcard	\$ 668.80	
					\$ 4,300.60
4/20/2026	*Marriot	ONE Transit Meeting Security Deposit, OKC, OK 5/21/26-5/23/26	pcard	\$ 1,000.00	
					\$ 1,000.00
4/23/2026	*Oklahoma Real Estate Commission	ONE Transit Vendor Registration Fee	pcard	\$ 2,500.00	
					\$ 2,500.00
4/29/2026	*4imprint	ONE Transit Branded Materials: Totes	pcard	\$ 1,610.38	
		ONE Transit Branded Materials: Stainless Steel Bottle	pcard	\$ 2,681.79	
					\$ 4,292.17
Total Claims					\$ 92,221.38

APPROVED:

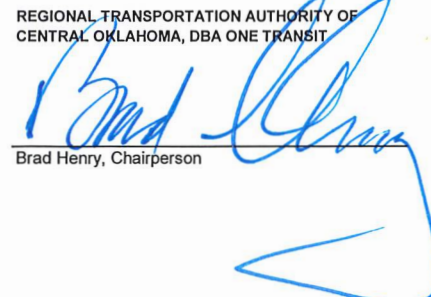

Aaron Curry, Treasurer

RATIFIED and APPROVED by the Treasurer and Chairman of the Regional Transportation Authority of Central Oklahoma, this 25th day of May, 2026.

ATTEST:


Chuck R. Thompson, Secretary

REGIONAL TRANSPORTATION AUTHORITY OF
CENTRAL OKLAHOMA, DBA ONE TRANSIT


Brad Henry, Chairperson



HOLMES & ASSOCIATES LLC

Holmes & Associates LLC
P.O. Box 526057
Salt Lake City, UT 84152
Phone: 703.999.4440
E-Mail: kathryn@holmesassociatesllc.com
EIN: 82-1144150

Invoice #501

May 4, 2026

Client

RTA
2000 S. May
Oklahoma City, OK 73108
ATTN: Christina Hankins

Date	Billor	Description	Hours/Qty	Rate	Amount
5/01/2026	KAH	RTA - TIME: Total time billed by K Holmes for the period 4/01/2026 to 4/30/2026	20.50	410.00	\$8,405.00
4/09/2026	DB	Subconsultant Services	34.25		\$8,799.71
4/25/2026	DJM2	DJM2 Consultancy	11.25	\$350.00	\$3,937.50
4/02/2026	Rail Pros	Subconsultant Services	12.00	\$361.43	\$4,337.16
5/01/2026	KAH	Project Management		15%	\$2,561.15

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

Invoice Balance Due

\$28,040.52

WILLIAMS, BOX, FORSHEE & BULLARD, P.C.

Attorneys and Counsellors
522 Colcord Drive
Oklahoma City, OK 73102-2202
Federal ID no. 73-1377280

405-232-0080

Invoice submitted to:

Oklahoma City Regional Transit Authority
City of Oklahoma City
c/o Mike Baskin
100 N. Walker, Suite 400
Oklahoma City, OK 73102

April 30, 2026

Invoice # 35654

In Reference To: Legal services rendered in connection with Regional Transit Authority.

Professional Services

		<u>Hours</u>
4/2/2026	JMW Preparation for and telephone conference with Suzanne Wickenkamp and Jonathan Garcia; follow-up notes and actions.	2.20
4/3/2026	JMW Review and notes with respect to RTA, as follow-up from teams meeting with Suzanne Wickenkamp; review and notes with respect ballot.	0.50
4/5/2026	JMW Review and notes with respect to meeting with Suzanne Wickenkamp, and with respect to ballot.	0.10
4/8/2026	JMW Telephone conference with Suzanne Wickenkamp; review and notes with respect to modification of indenture; correspondence.	1.00
4/9/2026	JMW Review and notes with respect to advancement of RTA.	0.10
4/10/2026	JMW Review and notes with respect to advancement of RTA.	0.20
4/11/2026	JMW Review and notes with respect to pending RTA matters.	0.40
4/16/2026	JMW Review and notes with respect to indenture amendment.	0.20
4/17/2026	JMW Review of correspondence from Jonathan Garcia with respect to tax levy; response thereto.	0.10
4/18/2026	JMW Review with respect to correspondence from Kenneth Jordan regarding funding of RTA.	0.20
4/19/2026	JMW Review and notes with respect to RTA, particularly with respect to correspondence from Kenneth Jordan.	0.20
4/21/2026	JMW Review and actions in preparation for meeting of following date regarding amendments to indenture.	0.20
4/22/2026	LKM Attend meeting regarding Indenture with Jonathan Garcia, Jason Ferbrache, Suzanne Wickenkamp.	3.50

			<u>Hours</u>
4/22/2026	JMW	Review of materials in preparation for meeting regarding amendment of RTA indenture; attendance at meeting.	3.30
4/23/2026	JMW	Telephone conference with Suzanne Wickenkamp regarding executive committee meeting of this date; review and notes with respect to foregoing and future tasks.	0.60
4/27/2026	LKM	Research indebtedness issue referenced in Indenture.	1.20
4/28/2026	LKM	Review and research use tax issue.	0.70
	JMW	Review and correspondence with Kenneth Jordan and Amy Douglas with respect to advancement of election; further review and correspondence; project notes.	1.80
4/29/2026	LKM	Email John Michael Williams regarding use tax issue.	0.75
	JMW	Review and notes with respect to pending legal questions; correspondence, particularly with respect to use tax.	1.20
4/30/2026	JMW	Review and actions with respect to use tax.	0.40
			<u>Amount</u>
For professional services rendered			\$5,598.29
Expense Charges :			
Photocopies/B&W			10.40
Total expense charges			\$10.40
TOTAL AMOUNT OF THIS BILL			\$5,608.69
PREVIOUS BALANCE			\$3,834.60
Accounts receivable transactions			
4/24/2026	Payment - Thank you		(\$3,834.60)
Total payments and adjustments			(\$3,834.60)
Balance due			<u>\$5,608.69</u>

COTPA

Arts District Garage

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

INVOICE #: 464037Reference ID: **Tax Exempt**Invoice Date: **05/01/2026**Due Date: **05/08/2026****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:\$7.00
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
April 2026 Validation Usage	\$3.50	2	\$7.00

Subtotal: 7.00**Total:** **\$7.00****Notes**

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



Date	Invoice Number
January 6, 2026	140234
Payment Terms	Due Date
Upon Receipt	January 6, 2026

Bill To:
Jason Ferbrache
Regional Transportation Authority of Central Oklahoma
2000 S. May Avenue
Oklahoma City, OK 73108
United States of America

Company Address:
1735 Market Street
42nd Floor
Philadelphia, PA 19103
+1 (215) 5676100
Federal Tax ID: 81-1642787

Remittance Options:

Via ACH (preferred):	Via Wire:	Via Mail:
PFM Financial Advisors LLC	Bank Name: M&T Bank	PFM Financial Advisors LLC
Bank Name: M&T Bank	ABA# (Wire): 022000046	P.O. Box 65117
ACH# (ACH): 031302955	Account #: 9865883681	Baltimore, MD 21264-5117
Account #: 9865883681		United States of America

RE: For Financial Advisory Services related to Oklahoma RTA

Name	Title	Rate	Hours	Amount
Ryan Borgstrom	Senior Analyst	\$275.00	11.25	\$3,093.75
Scott Carlson	Director	\$325.00	13.00	\$4,225.00
Total Professional Fees				\$7,318.75
Expenses				\$1,081.65
Total Amount Due				\$8,400.40

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 # 2342
DATE 04/20/2026
DUE DATE 05/20/2026
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
DataVu Platform SAAS DataVu Public Opinion Analytics Platform/Services March 18 -April 17, 2025	1	9,250.00	9,250.00
Consulting Direct Expense - Subcontractor Alan Wulkan	1	5,000.00	5,000.00
\$7,125 (50%) assignable to July. \$7,125 (50%) assignable to August. BALANCE DUE			\$14,250.00



CENTRAL OKLAHOMA
TRANSPORTATION & PARKING
AUTHORITY

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

Bill To: **ONE Transit**
Address: 2000 S May Avenue
Oklahoma City, OK 73108

Invoice #: 2026-110
Invoice Date: 5/1/2026

Invoice For: Administrative Services

Item #	Description	Qty	Unit Price	Discount	Price
1	Admin Services Fee - April 2026	1	\$22,636.00		\$22,636.00
1	April Printing: Job #117767	1	\$130.00		\$130.00
NOTES: RTA PO # 2026-003				Invoice Subtotal	\$22,766.00
				Tax Rate	
				Sales Tax	\$0.00
				Other	
				Deposit Received	
Make all checks payable to EMBARK				TOTAL	\$22,766.00



INVOICE

CUSTOMER NUMBER : 1011660
INVOICE NUMBER : 90300626
AMOUNT : \$1,056.00
DATE : 04/22/2026

MAKE CHECKS PAYABLE TO:
BNSF RAILWAY COMPANY
3115 SOLUTIONS CENTER
CHICAGO, ILLINOIS 60677-3001

REGIONAL TRANSPORTATION
AUTHORITY OF
CENTRAL OKLAHOMA
2000 S MAY AVE
OKLAHOMA CITY OK 73108
USA

FOR FURTHER INFORMATION:
EVA GALLEGOS

EVA.GALLEGOS@BNSF.COM

BNSF TIN NO.41-6034000

CONTRACT NO: SA7002424

TO PAY BY WIRE/ACH:
BANK: NORTHERN TRUST-CHICAGO IL
SWIFT # CNORUS 44
BANK ABA # 071000152
BNSF ACCOUNT # 31099171

If paying by wire/ACH, please send the remit detail to cashapps@bnsf.com

** PLEASE SHOW ABOVE INVOICE NUMBER ON YOUR REMITTANCE TO ASSURE PROPER CREDIT TO YOUR ACCOUNT **

PRELIMINARY ENGINEERING DESIGN FOR THE OKLAHOMA RTA TO EXPAND RAIL SERVICE FROM EDMOND TO NORMAN, OK.
L/S 7400, MP 370 TO 402, DOT # 012120A

100% BILLABLE TO REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA

WBS 7-0024-24

PARTIAL #15

Total Costs:	\$1,056.00
Billable Pct :	100.00 %
Invoice Total :	\$1,056.00

This bill represents only charges posted to the identified WBS as of the last day of the month preceding the invoice date. Unless otherwise explicitly stated, further billings may be issued, should additional costs be identified for this WBS or other WBS' related to work at this location.

Date of Purchase: Apr 09, 2026

Oklahoma City, OK ► Salt Lake City, UT

Passenger Information

JASON FERBRACHE

Confirmation Number:HX96UP

Ticket Number:0062420662078

Flight

DATE AND FLIGHT	STATUS	CLASS	SEAT/CABIN
OKC ► SLC Thu 21May2026 4029	OPEN	T	Delta Main Classic
SLC ► OKC Mon 25May2026 3882	OPEN	V	Delta Main Classic

Detailed Charges

Air Transportation Charges

Base Fare

\$500.47 USD

Taxes, Fees and Charges

United States - September 11th Security Fee(Passenger Civil Aviation Security Service Fee) (AY)	\$11.20 USD
United States - Transportation Tax (US)	\$37.54 USD
United States - Passenger Facility Charge (XF)	\$9.00 USD
United States - Flight Segment Tax (ZP)	\$10.60 USD
Total Price	\$568.81 USD
Paid with Visa ending 1959	\$568.81 USD

[View Terms](#)

- # - Arrival date different than departure date
- ** - Check-in required
- *** - Multiple meals
- *S\$ - Multiple seats
- AR - Arrives
- B - Breakfast
- F - Food available for purchase
- L - Lunch
- LV - Departs
- M - Movie
- R - Refreshments, complimentary
- S - Snack



C - Bagels/Beverages
D - Dinner

T - Cold meal
V - Snack for sale

Check your flight information online at delta.com or call the Delta Flightline at 800.325.1999.

Baggage and check-in requirements vary by airport and airline, so please check with the operating carrier on your ticket

Please review Delta's [check-in requirements](#) and [baggage guidelines](#) for details

You must be checked in and at the gate at least 15 minutes before your scheduled departure time for travel inside the United States

You must be checked in and at the gate at least 45 minutes before your scheduled departure time for international travel.

For tips on flying safely with laptops, cell phones, and other battery-powered devices, visit the [Battery or Fuel-Powered Items](#) page. For additional support with your reservation, visit the [Help Center](#) page.

NON-REFUNDABLE / CHANGE FEE

When using certain vouchers to purchase tickets, remaining credits may not be refunded. Additional charges and/or credits may apply and are displayed in the sections below.

This ticket is non-refundable unless issued at a fully refundable fare. Any change to your itinerary may require payment of a change fee and increased fare. Failure to appear for any flight without notice to Delta will result in cancellation of your remaining reservation

All Preferred, Delta Comfort, Delta First, Delta Premium Select, and Delta One® seat purchases are Nonrefundable.

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Date of Purchase: Apr 08, 2026

Flight Receipt for Oklahoma City, OK to Salt Lake City, UT

PASSENGER INFORMATION

ARMANDO REYES

Confirmation Number: GTZB5I
Ticket Number: 0062420431029

FLIGHT INFORMATION

Date and Flight	Status	Class	Seat/Cabin
OKC>SLC Thu 21May2026 DL 4029	OPEN	X	CMAIN
SLC>OKC Sat 23May2026 DL 3882	OPEN	V	CMAIN

DETAILED CHARGES

Air Transportation Charges

Base Fare: \$509.77 USD

Taxes, Fees & Charges:

United States - September 11th Security Fee(Passenger Civil Aviation Security Service Fee) (AY)	\$11.20 USD
United States - Transportation Tax (US)	\$38.23 USD
United States - Passenger Facility Charge (XF)	\$9.00 USD
United States - Flight Segment Tax (ZP)	\$10.60 USD

Total Price: \$578.80 USD

Paid with Visa *****1959

KEY OF TERMS

- Arrival date different than departure date
** - Check-in required
***- Multiple meals
*\$ - Multiple seats
AR - Arrives
B - Breakfast
C - Bagels / Beverages
D - Dinner

F - Food available for purchase
L - Lunch
LV - Departs
M - Movie
R - Refreshments, complimentary
S - Snack
T - Cold meal
V - Snacks for sale

Check your flight information online at delta.com or call the Delta Flightline at 800.325.1999.

Baggage and check-in requirements vary by airport and airline, so please check with the operating carrier on your ticket.

Please review Delta's [check-in requirements](#) and [baggage guidelines for details](#).

You must be checked in and at the gate at least 15 minutes before your scheduled departure time for travel inside the United States.

You must be checked in and at the gate at least 45 minutes before your scheduled departure time for international travel.

For tips on flying safely with laptops, cell phones, and other battery-powered devices, please visit [Flying safely government guild](#).

Do you have comments about service? Please [email](#) us to share them.

NON-REFUNDABLE / CHANGE FEE

When using certain vouchers to purchase tickets, remaining credits may not be refunded. Additional charges and/or credits may apply and are displayed in the sections below.

This ticket is non-refundable unless issued at a fully refundable fare. Any change to your itinerary may require payment of a change fee and increased fare. Failure to appear for any flight without notice to Delta will result in cancellation of your remaining reservation.

All Delta Comfort+™ and Preferred seats are Nonrefundable.

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- [Claim restrictions](#) including time periods within which you must file a claim or bring action against us.
- Our right to [change terms](#) of the contract.
- [Check-in requirements](#) and other rules established when we may [refuse carriage](#).
- Our rights and limits of our liability for [delay of failure to perform service](#), including schedule change, substitution of alternative air carriers or aircraft, and rerouting.
- Our policy on [overbooking flights](#), and your rights if we deny you boarding due to an oversold flight.

These terms are incorporated by reference into our contract with you. You may view these [conditions of carriage](#) on delta.com, or by requesting a copy from Delta.

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Date of Purchase: Apr 08, 2026

Flight Receipt for Oklahoma City, OK to Salt Lake City, UT

PASSENGER INFORMATION

SUZANNE WICKENKAMP

Confirmation Number: GTRMTH
Ticket Number: 0062420681751

FLIGHT INFORMATION

Date and Flight	Status	Class	Seat/Cabin
OKC>SLC Thu 21May2026 DL 4029	OPEN	X	CMAIN
SLC>OKC Sat 23May2026 DL 3882	OPEN	V	CMAIN

DETAILED CHARGES

Air Transportation Charges

Base Fare: \$509.77 USD

Taxes, Fees & Charges:

United States - September 11th Security Fee(Passenger Civil Aviation Security Service Fee) (AY)	\$11.20 USD
United States - Transportation Tax (US)	\$38.23 USD
United States - Passenger Facility Charge (XF)	\$9.00 USD
United States - Flight Segment Tax (ZP)	\$10.60 USD

Total Price: \$578.80 USD

Paid with Visa *****1959

KEY OF TERMS

- Arrival date different than departure date
** - Check-in required
***- Multiple meals
*\$ - Multiple seats
AR - Arrives
B - Breakfast
C - Bagels / Beverages
D - Dinner

F - Food available for purchase
L - Lunch
LV - Departs
M - Movie
R - Refreshments, complimentary
S - Snack
T - Cold meal
V - Snacks for sale

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You must be checked in and at the gate at least 45 minutes before your scheduled departure time for international travel.

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Do you have comments about service? Please [email](#) us to share them.

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- [Claim restrictions](#) including time periods within which you must file a claim or bring action against us.
- Our right to [change terms](#) of the contract.
- [Check-in requirements](#) and other rules established when we may [refuse carriage](#).
- Our rights and limits of our liability for [delay of failure to perform service](#), including schedule change, substitution of alternative air carriers or aircraft, and rerouting.
- Our policy on [overbooking flights](#), and your rights if we deny you boarding due to an oversold flight.

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Date of Purchase: Apr 09, 2026

Oklahoma City, OK ► Salt Lake City, UT

Passenger Information

MARION FREDERICK HUTCHISON II

Confirmation Number:HWTN9S

Skymiles Number: 9856048856

Ticket Number:0062420634145

Flight

DATE AND FLIGHT	STATUS	CLASS	SEAT/CABIN
OKC ► SLC Thu 21May2026 4029	OPEN	T	Delta Main Classic
SLC ► OKC Sat 23May2026 3882	OPEN	X	Delta Main Classic

Detailed Charges

Air Transportation Charges

Base Fare\$546.98 USD

Taxes, Fees and Charges

United States - September 11th Security Fee(Passenger Civil Aviation Security Service Fee) \$11.20 USD
(AY)
United States - Transportation Tax (US) \$41.02 USD
United States - Passenger Facility Charge (XF) \$9.00 USD
United States - Flight Segment Tax (ZP) \$10.60 USD

Total Price\$618.80 USD

Paid with Visa ending 1959\$618.80 USD

View Terms

- # - Arrival date different than departure date
- ** - Check-in required
- *** - Multiple meals
- *S\$ - Multiple seats
- AR - Arrives
- B - Breakfast
- F - Food available for purchase
- L - Lunch
- LV - Departs
- M - Movie
- R - Refreshments, complimentary
- S - Snack

C - Bagels/Beverages

D - Dinner

T - Cold meal

V - Snack for sale

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Date of Purchase: Apr 09, 2026

Oklahoma City, OK ► Salt Lake City, UT

Passenger Information

DESHAWN HEUSEL

Confirmation Number:HXBF9R

Ticket Number:0062420904839

Flight

DATE AND FLIGHT	STATUS	CLASS	SEAT/CABIN
OKC ► SLC Thu 21May2026 4029	OPEN	T	Delta Main Classic
SLC ► OKC Sat 23May2026 3882	OPEN	X	Delta Main Classic

Detailed Charges

Air Transportation Charges

Base Fare

\$546.98 USD

Taxes, Fees and Charges

United States - September 11th Security Fee(Passenger Civil Aviation Security Service Fee) (AY)	\$11.20 USD
United States - Transportation Tax (US)	\$41.02 USD
United States - Passenger Facility Charge (XF)	\$9.00 USD
United States - Flight Segment Tax (ZP)	\$10.60 USD
Total Price	\$618.80 USD
Paid with Visa ending 1959	\$618.80 USD

View Terms

- # - Arrival date different than departure date
- ** - Check-in required
- *** - Multiple meals
- *S\$ - Multiple seats
- AR - Arrives
- B - Breakfast
- F - Food available for purchase
- L - Lunch
- LV - Departs
- M - Movie
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- S - Snack

C - Bagels/Beverages

D - Dinner

T - Cold meal

V - Snack for sale

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Date of Purchase: Apr 10, 2026

Oklahoma City, OK ► Salt Lake City, UT

Passenger Information

CHARLES BRADFORD HENRY

Confirmation Number:GIBVDI

Skymiles Number: 9124314312

Ticket Number:0062420209783

Flight

DATE AND FLIGHT	STATUS	CLASS	SEAT/CABIN
OKC ► SLC Thu 21May2026 4029	OPEN	U	Delta Main Classic
SLC ► OKC Sat 23May2026 3882	OPEN	X	Delta Main Classic

Detailed Charges

Air Transportation Charges

Base Fare\$592.55 USD

Taxes, Fees and Charges

United States - September 11th Security Fee(Passenger Civil Aviation Security Service Fee) \$11.20 USD
(AY)
United States - Transportation Tax (US) \$44.44 USD
United States - Passenger Facility Charge (XF) \$9.00 USD
United States - Flight Segment Tax (ZP) \$10.60 USD

Total Price\$667.79 USD

Paid with Visa ending 1959\$667.79 USD

[View Terms](#)

- # - Arrival date different than departure date
- ** - Check-in required
- *** - Multiple meals
- *S\$ - Multiple seats
- AR - Arrives
- B - Breakfast
- F - Food available for purchase
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- LV - Departs
- M - Movie
- R - Refreshments, complimentary
- S - Snack



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D - Dinner

T - Cold meal
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Passenger Info

Name: CHRISTINA TRAN
SkyMiles #9739946029

FLIGHT	SEAT
DELTA 4029	15D
DELTA 3882	14C

Visit delta.com or download the [Fly Delta app](#) to view, select or change your seat. If you purchased an upgrade or a Trip Extra, please visit [My Trips](#) to access a receipt of your purchase.

Thu, 21MAY	DEPART	ARRIVE
DELTA 4029* Delta Main Classic (X)	OKLAHOMA CITY 08:26AM	SALT LAKE CITY 10:10AM

Sat, 23MAY	DEPART	ARRIVE
DELTA 3882* Delta Main Classic (V)	SALT LAKE CITY 02:03PM	OKLAHOMA CITY 05:29PM

*DL4029 is operated by SkyWest DBA Delta Connection

*DL3882 is operated by SkyWest DBA Delta Connection

MANAGE MY TRIP



Check TSA Identification Requirements Before Your Flight

The Transportation Security Administration (TSA) will ask for a state-issued REAL ID-compliant license or identification card or another acceptable form of ID, such as a passport, to fly within the United States. Customers without an acceptable form of ID can use the fee-based **TSA ConfirmID*** option, which can be completed prior to arriving at the airport. Visit [tsa.gov](https://www.tsa.gov) for a list of acceptable forms of ID and additional information regarding REAL ID and TSA ConfirmID.

**Effective February 1, 2026*

Flight Receipt

Ticket #: **0062428859314**

Place of Issue:

Issue Date: 06MAY26

Expiration Date: 06MAY27

METHOD OF PAYMENT	
VI*****1959	\$668.80 USD

CHARGES	
Air Transportation Charges	
Base Fare	\$593.49 USD
Taxes, Fees and Charges	
United States - September 11th Security Fee(Passenger Civil Aviation Security Service Fee) (AY)	\$11.20 USD
United States - Transportation Tax (US)	\$44.51 USD
United States - Passenger Facility Charge (XF)	\$9.00 USD
United States - Flight Segment Tax (ZP)	\$10.60 USD
TICKET AMOUNT	\$668.80 USD



MARRIOTT

SALT LAKE MARRIOTT CITY CENTER

GUEST FOLIO

ROOM	ONE TRANSIT MEETING	.00	05/23/26		19702
	NAME	RATE	DEPART	TIME	ACCT#
TYPE	ONE TRANSIT		05/21/26		
77	2000 S MAY AVE		ARRIVE	TIME	
	OKLAHOMA CIT OK 73108-4447				
ROOM	ADDRESS	PAYMENT			MBV#:
CLERK					
DATE	REFERENCES	CHARGES	CREDITS	BALANCES DUE	
04/20	ADVDP-VS		1000.00		
	PAYMENT RECEIVED BY: VISA	XXXXXXXXXXXX1959			
				-1000.00	

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SALT LAKE CITY UT 84111

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Signature X



Invoice #100870
PAID

Issued by
Oklahoma Real Estate Commission
Denver N. Davison Building
1915 North Stiles Avenue, Suite 200,
Oklahoma City, Oklahoma 73105-4915
Phone: (405) 521-3387
E-mail: help@orec.ok.gov (<mailto:help@orec.ok.gov>)

Recipient
Oklahoma Real Estate Commission
Issued Date
04/23/2026

Item: Miscellaneous - Exhibitor Registration <i>(ONE Transit Vendor Registration Fee)</i>	\$2,500.00
--	------------

Total:	\$2,500.00
Total Amount Paid:	\$2,500.00
Balance Outstanding:	\$0.00



101 Commerce St
PO Box 320
Oshkosh, WI 54901

www.4imprint.com

Toll Free: 877-446-7746

Free Fax: 800-355-5043

Main Address

CHRISTINA TRAN
CITY OF OKLAHOMA CITY
2000 SOUTH MAY AVE
OKLAHOMA CITY, OK 73108

Invoice Address

Christina Tran
City Of Oklahoma City
2000 South May Ave
OKLAHOMA CITY OK 73108
USA

Shipping Address

Christina Tran
City Of Oklahoma City
2000 South May Ave
OKLAHOMA CITY, OK 73108
USA
Tel: 4052971359

Order Number: 31452753
Order Date: May 05 2026
Account No: 6848852
Reference No:

Questions Call: Shane Worden
Phone: 877-446-7746 Ext. 7214
Fax: 800-355-5043
Email: sworden@4imprint.com

Item		Isle Zippered Organic Cotton Tote - Full Color		Colors	(Tote, Trim): Natural, Navy	
Qty	Item #	Description		Unit \$	Price \$	Total \$
200	172276-FC	Isle Zippered Organic Cotton Tote - Full Color		6.7100	1,342.00	1,342.00
1	Set-Up Charge	Set-Up Charge(Per Order Line)		65.0000	65.00	65.00
200	Run Charge	Full Color Run Charge		0.0000	0.00	0.00
		Freight			82.03	82.03
					Tax	121.35
						1,610.38

Artwork Instructions

Product Color (Base, Trim): Natural, Navy
Imprint Location: Front Pocket
Imprint Colors: Full Color

Grand Total 1,610.38



101 Commerce St
PO Box 320
Oshkosh, WI 54901

www.4imprint.com

Toll Free: 877-446-7746

Free Fax: 800-355-5043

Order Number: 31452753
Order Date: May 05 2026
Account No.: 6848852

Questions Call: Shane Worden
Phone: 877-446-7746 Ext. 7214
Fax: 800-355-5043
Email: sworden@4imprint.com

Thank You! We appreciate your business.
Any overruns you may have received are yours with our compliments.

- If paying by credit card, please contact your customer service representative with your credit card details.
- To ensure proper credit to your account, please quote "31452753/6848852" on your check or remittance.
- If you are not satisfied with your order, please call 1-800-300-0764. All claims must be made within 5 days of receipt.
- Any questions regarding your invoice? Please call 1-800-982-8979. Our terms are Net 30.
- Please make checks payable to 4imprint

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Please Remit to:
4imprint, Inc.
25303 Network Place
Chicago, IL 60673-1253

Shipment Details

Shipment to	Qty	Item #	Estimated Ship Date	Carrier, service	Delivery Date	Freight
Address as above.	200	172276-FC	May 08 2026	UPS GROUND (Parcel)	May 13 2026	82.03



101 Commerce St
PO Box 320
Oshkosh, WI 54901

www.4imprint.com

Toll Free: 877-446-7746

Free Fax: 800-355-5043

Main Address

CHRISTINA TRAN
CITY OF OKLAHOMA CITY
2000 SOUTH MAY AVE
OKLAHOMA CITY, OK 73108

Invoice Address

Christina Tran
City Of Oklahoma City
2000 South May Ave
OKLAHOMA CITY OK 73108
USA

Shipping Address

Christina Tran
City Of Oklahoma City
2000 South May Ave
OKLAHOMA CITY, OK 73108
USA
Tel: 4052971359

Order Number: 31415995
Order Date: April 29 2026
Account No: 6848852
Reference No:

Questions Call: Shane Worden
Phone: 877-446-7746 Ext. 7214
Fax: 800-355-5043
Email: sworden@4imprint.com

Item		h2go Crux Stainless Bottle - 30 oz.		Colors	(Exterior,Interior): White, Stainless Steel	
Qty	Item #	Description		Unit \$	Price \$	Total \$
200	169046	h2go Crux Stainless Bottle - 30 oz.		8.8900	1,778.00	1,778.00
600	Add'l Color	Add'l Color Run Charge		0.5600	336.00	336.00
4	Set-Up Charge	Set-Up Charge		60.0000	240.00	240.00
		Freight			124.76	124.76
					Tax	203.03
						2,681.79

Artwork Instructions

Product Color (Base, Trim): White,Stainless Steel

Imprint Location: Wrap

Imprint Colors: Pantone 021C Orange, Pantone 280C Blue, See Instructions

Special Instructions: use pantone 2010 and 7685

Grand Total 2,681.79



101 Commerce St
PO Box 320
Oshkosh, WI 54901

www.4imprint.com

Toll Free: 877-446-7746

Free Fax: 800-355-5043

Order Number: 31415995
Order Date: April 29 2026
Account No.: 6848852

Questions Call: Shane Worden
Phone: 877-446-7746 Ext. 7214
Fax: 800-355-5043
Email: sworden@4imprint.com

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- If you are not satisfied with your order, please call 1-800-300-0764. All claims must be made within 5 days of receipt.
- Any questions regarding your invoice? Please call 1-800-982-8979. Our terms are Net 30.
- Please make checks payable to 4imprint

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Please Remit to:
4imprint, Inc.
25303 Network Place
Chicago, IL 60673-1253

Shipment Details

Shipment to	Qty	Item #	Estimated Ship Date	Carrier, service	Delivery Date	Freight
Address as above.	200	169046	May 11 2026	UPS GROUND (Parcel)	May 14 2026	124.76

ONE TRANSIT
FY2026 Year End Forecast

Presented May 20, 2026
Prepared by ONE Transit Support Team (unaudited)

OPERATIONS		YTD Actuals	Est. Remaining	Total YE	FY26		
Sources		Jul-Apr	May-June	Forecast	Budget	Variance	Variance %
Local Contributions		\$916,364	\$0	\$916,364	\$916,364	\$0	
Total Operations Revenues		\$916,364	\$0	\$916,364	\$916,364	\$0	0%
Expenditures		YTD Actuals	Est. Remaining	Total YE	FY26		
Contracts and Services		Jul-Apr	May-June	Forecast	Budget	Variance	Variance %
Professional Services - COTPA Administration		\$147,894	\$45,272	\$193,166	\$122,050	-\$71,116	
Professional Services - Holmes & Associates		\$517,432	\$76,622	\$594,053	\$700,000	\$105,947	
Professional Services - On-Call Engineering Consultant		\$69,405	\$19,722	\$89,127	\$100,000	\$10,873	
Professional Services - FTA Recipient Support		\$18,803	\$2,500	\$21,303	\$0	-\$21,303	
Transfer to Grant Activity for Local Grant Match ⁽¹⁾		\$0	\$0	\$0	\$176,690	\$176,690	
BNSF Study Fee		\$4,901	\$1,056	\$5,957	\$50,000	\$44,043	
Professional Services-Legal		\$16,898	\$36,937	\$53,834	\$50,000	-\$3,834	
Professional Service - Financial Planning Consultant		\$0	\$10,000	\$10,000	\$100,000	\$90,000	
Professional Service - Economic Advising Consultant		\$0	\$50,000	\$50,000	\$5,000	-\$45,000	
Independent Financial Audit		\$10,185	\$0	\$10,185	\$10,185	\$0	
Website Hosting Fee		\$6,032	\$0	\$6,032	\$2,500	-\$3,532	
Branding		\$282,136	\$15,528	\$297,664	\$350,000	\$52,336	
Conference/Training		\$3,151	\$2,500	\$5,651	\$7,850	\$2,199	
Directors & Officer Liability Insurance		\$3,940	\$0	\$3,940	\$3,500	-\$440	
Advertising/Public Notice		\$180	\$648	\$828	\$1,000	\$172	
Printing & Binding		\$422	\$130	\$552	\$500	-\$52	
Postage		\$0	\$0	\$0	\$100	\$100	
Mileage		\$0	\$0	\$0	\$500	\$500	
Parking		\$91	\$12	\$103	\$250	\$147	
Travel		\$12,444	\$15,301	\$27,745	\$50,000	\$22,255	
Market Research Services		\$128,250	\$107,916	\$236,166	\$74,000	-\$162,166	
CIG Implementation Advisor		\$57,173	\$2,740	\$59,913	\$80,000	\$20,088	
Other Services & Fees		\$552	\$2,500	\$3,052	\$300	-\$2,752	
Total Contracts and Services		\$1,279,886	\$389,383	\$1,669,269	\$1,884,425	\$215,156	11%
Equipment and Supplies							
Office Supplies		\$877	\$0	\$877	\$320	-\$557	
Food		\$541	\$544	\$1,085	\$1,000	-\$85	
Other Supplies		\$2,100	\$4,292	\$6,392	\$200	-\$6,192	
Total Equipment and Supplies		\$3,518	\$4,836	\$8,354	\$1,520	-\$6,834	-450%
Total Operations Expenditures		\$1,283,404	\$394,219	\$1,677,623	\$1,885,945	\$208,322	11%
(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-Apr	May-June	Forecast	Budget	Variance	Variance %
Federal Grant ⁽²⁾		\$0	\$0	\$0	\$282,704	\$282,704	
Transfer from Operations for Local Grant Match ⁽³⁾		\$0	\$0	\$0	\$176,690	\$176,690	
Total Grant Revenues		\$0	\$0	\$0	\$459,394	\$459,394	100%
Expenditures		YTD Actuals	Est. Remaining	Total YE	FY26		
Contracts and Services		Jul-Apr	May-June	Forecast	Budget	Variance	Variance %
Professional Services - RAISE Grant Consultant Fees		\$ -	\$0	\$0	\$459,394	\$459,394	
Total Grant Expenditures		\$0	\$0	\$0	\$459,394	\$459,394	100%
(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)		\$1,081,130					

MEMORANDUM

TO: Chairperson and Board of Directors

FROM: Interim Executive Director

- A. Public Hearing; and
- B. Resolution adopting the Fiscal year 2027 budget and directing the Interim Executive Director to implement and administer the budget as per the Trust Agreement and Indenture.

BACKGROUND: The Fiscal Year 2027 Budget (Attachment “A”) for ONE Transit is being presented for public hearing, discussion by the Board of Directors, and final adoption. The budget covers general operations and administrative expenses, including such items as, contracted engineering services, legal and financial advisory services, communication and public engagement services, etc.

The FY27 operating budget is \$2,009,454, a 7% percent increase from the FY26 budget, and the grant budget is \$0. The increased costs in operations are attributable to preparations for a referendum. The decrease to the grant budget is due to the absence of active grant agreements or awards for the FY27 period.

Upon adoption of the FY 2027 budget, staff will file the adopted FY27 operating and grant budget with the governing bodies of the Beneficiaries, as per Section 7.13 of the Trust Agreement and Indenture.

RECOMMENDATION: To hold the public hearing, adopt the proposed Fiscal Year 2027 budget, and direct the Interim Executive Director to implement and administer the budget.



Jason Ferbrache
Interim Executive Director

RESOLUTION NO. 26-0004

A RESOLUTION DIRECTING THE INTERIM EXECUTIVE DIRECTOR TO CONDUCT A PUBLIC HEARING ON MAY 20, 2026, PURSUANT TO SECTION 11.2 (ANNUAL BUDGET) OF THE REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA TRUST AGREEMENT AND INDENTURE (2022), FOR THE PURPOSE OF RECEIVING PUBLIC COMMENTS ON THE PROPOSED FISCAL YEAR 2027 BUDGET; APPROVING THE FISCAL YEAR 2027 BUDGET FOLLOWING THE REQUIRED PUBLIC HEARING; AND DIRECTING THE INTERIM EXECUTIVE DIRECTOR TO IMPLEMENT AND ADMINISTER THE APPROVED BUDGET IN ACCORDANCE WITH THE TRUST AGREEMENT AND INDENTURE.

WHEREAS, the Fiscal Year 2027 Budget (Attachment “A”) for the Regional Transportation Authority of Central Oklahoma (RTA) DBA ONE Transit is being presented for consideration by the Board of Directors; and

WHEREAS, a public hearing is being held on May 20, 2026, as per the requirements of the Trust Agreement and Indenture; and

WHEREAS, the budget covers general operations and administrative expenses, including such items as, contracted engineering services, legal and financial advisory services, communication and public engagement services, etc; and .

WHEREAS, the overall Fiscal Year 2027 Budget is \$2,009,454, a 7% increase from the Fiscal Year 2026 Budget; and

WHEREAS, the grant budget is \$0, ; and

WHEREAS, the increase in operational costs for Fiscal Year 2027 is primarily attributable to activities and preparations related to an anticipated referendum; and

WHEREAS, the decrease to the grant budget is due to the absence of active grant agreements or awarded grant funding for the Fiscal Year 2027 period; and

WHEREAS, staff recommends the ONE Transit Fiscal Year 2027 Budget be adopted.

NOW, THEREFORE, BE IT RESOLVED by the Directors of the Regional Transportation Authority of Central Oklahoma DBA ONE Transit that the Interim Executive

Director is hereby authorized and directed to conduct the public hearing on May 20, 2026, in accordance with Section 11.2 of the Regional Transportation Authority of Central Oklahoma Trust Agreement and Indenture (2022), for the purpose of receiving public comments on the proposed Fiscal Year 2027 Budget; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Directors of the Regional Transportation Authority of Central Oklahoma DBA ONE Transit that the Fiscal Year 2027 Budget (Attachment "A") is hereby adopted and the Interim Executive Director is directed to implement and administer the approved budget in accordance with the Trust Agreement and Indenture.

ADOPTED by the Board of Directors and **SIGNED** by the Chairperson of the Regional Transportation Authority of Central Oklahoma, DBA ONE Transit this 20th day of **May 2026**.

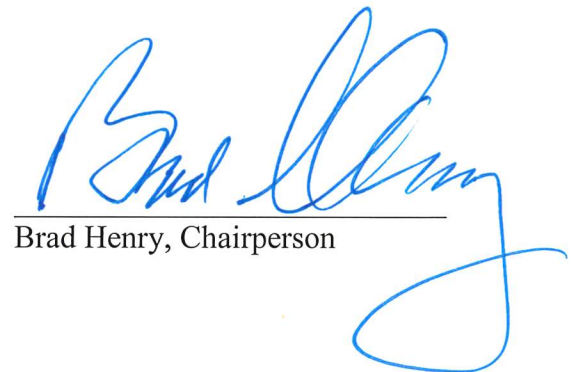
ATTEST:



**Regional Transportation Authority
of Central Oklahoma, DBA
ONE Transit**



for Chuck R. Thompson, Secretary



Brad Henry, Chairperson

REVIEWED for form and legality.



Assistant Municipal Counselor

Attachment A



Fiscal Year 2027 Proposed Budget

OPERATING BUDGET				
	Adopted FY 2026	Proposed FY 2027	Change from Prior Year	Percent Change
Operating Sources				
Edmond	\$95,772	\$144,654	\$48,883	51%
Norman	\$129,848	\$196,123	\$66,275	51%
Oklahoma City	\$690,744	\$1,043,306	\$352,562	51%
Subtotal	\$916,363	\$1,384,083	\$467,720	51%
Prior Year Carryover	\$969,582	\$625,371	-\$344,211	-36%
Total Operating Sources	\$1,885,945	\$2,009,454	\$123,509	7%
Operating Expenditures				
Contracts and Services	\$1,884,425	\$1,984,134	\$99,709	5%
Equipment and Supplies	\$1,520	\$25,320	\$23,800	
Total Operating Expenditures	\$1,885,945	\$2,009,454	\$123,509	7%
GRANT BUDGET				
	Adopted FY 2026	Proposed FY 2027	Change from Prior Year	Percent Change
Grant Sources				
Federal Grant Funds	\$459,394	\$0	-\$459,394	-100.00%
Total Grant Sources	\$459,394	\$0	-\$459,394	-100%
Grant Expenditures				
Contracts and Services	\$459,394	\$0	-\$459,394	-100.00%
Total Grant Expenditures	\$459,394	\$0	-\$459,394	-100%

MEMORANDUM

TO: Chairman and Board of Directors

FROM: Interim Executive Director

SUBJECT: Staples Marketing, LLC DBA AFFIRM Agency Amendment No. 2

Consider approving Amendment No. 2 of the Professional Services Agreement with Staples Marketing, LLC DBA AFFIRM Agency for branding and marketing services to clarify the term of the Agreement and to amend and update the Agreement for the initial period August 7, 2024, through August 6, 2027.

BACKGROUND: On May 15, 2024, ONE Transit authorized the release of a Request for Proposal (“RFP”) seeking a Professional Services Agreement for Branding and Marketing Services for ONE Transit.

On May 27, 2024, and June 3, 2024, ONE Transit advertised the RFP in the Journal Record, and held a pre-proposal meeting on June 10, 2024.

On August 21, 2024 (ONE Transit Agenda Item No. 9) the ONE Transit Board approved and executed a Professional Services Agreement with AFFIRM, effective retroactively to August 7, 2024.

On June 18, 2025, (ONE Transit Agenda Item No. 10), the ONE Transit Board approved Amendment No. 1 to the Agreement, to amend and update the Scope of Work and related deliverables and to increase the not to exceed amount of \$250,000 in any single fiscal year to \$325,000 in any single fiscal year; however, Amendment No. 1 inadvertently modified additional terms and conditions of the Agreement. The parties desire to clarify that the document approved by the ONE TRANSIT Board on June 18, 2025, constitutes Amendment No. 1, and that the only intended modification under Amendment No. 1 was to the Scope of Services set forth in Attachment A of that Amendment and the increase of the not to exceed amount, with all other terms and conditions of the Agreement remaining unchanged and in full force and effect.

The parties now desire to further clarify the term of the Agreement and to amend and update the Agreement, and to set forth such clarifications and modifications in this Amendment No. 2.

RECOMMENDATION: Amendment No. 2 be approved.



Jason Ferbrache
Interim Executive Director

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT NO. 2

STAPLES MARKETING, LLC DBA AFFIRM AGENCY

This Amendment (“Amendment No. 2”) is made by and between Staples Marketing, LLC DBA AFFIRM Agency (“AFFIRM”), and **The Regional Transportation Authority of Central Oklahoma doing business as ONE Transit, referred to as “ONE Transit”**, a regional transit authority and public trust organized under the laws of the State of Oklahoma, each a Party and collectively the “Parties”.

WITNESSETH:

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

WHEREAS, on May 15, 2024, ONE TRANSIT issued a Request for Proposals (“RFP”) for a Professional Services Agreement for Branding and Marketing Services (RFP No. ONE TRANSIT 24-001); and

WHEREAS, the RFP was advertised in *The Journal Record* on May 27, 2024, and June 3, 2024, and seventeen (17) proposals were received in response thereto; and

WHEREAS, a pre-proposal meeting was held on June 10, 2024, and Addendum No. 2, containing all questions and responses discussed during the pre-proposal meeting, was issued thereafter; and

WHEREAS, based upon the representations, guarantees, and warranties contained in Consultant’s proposal, the selection committee recommended award of the contract to Consultant, and the ONE TRANSIT Board approved and executed a Professional Services Agreement with Consultant (ONE TRANSIT Agenda Item No. 9, August 21, 2024), effective retroactively as of August 7, 2024 (the “Agreement”); and

WHEREAS, Amendment No. 1 to the Agreement was approved by the ONE TRANSIT Board on June 18, 2025 (ONE TRANSIT Agenda Item No. 10), and was intended solely to amend and update the Scope of Work and related deliverables and to increase the not to exceed amount of two-hundred fifty thousand dollars (\$250,000) in any One Transit Fiscal Year to three-hundred twenty-five thousand dollars (\$325,000) in any One Transit Fiscal Year, however, due to clerical error, Amendment No. 1 inadvertently modified additional terms and conditions of the Agreement; and

WHEREAS, the parties desire to clarify that the document approved by the ONE TRANSIT Board on June 18, 2025, constitutes Amendment No. 1, and that the only intended modification under Amendment No. 1 was to the Scope of Services set forth in Attachment A of

that Amendment and the increase of the not to exceed amount, with all other terms and conditions of the Agreement remaining unchanged and in full force and effect; and

WHEREAS, the parties now desire to further clarify the term of the Agreement and to amend and update the Agreement, and to set forth such clarifications and modifications in this Amendment No. 2

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

Ratification.

Except as expressly modified by this Amendment No. 2, the Agreement, including Amendment No. 1 as clarified herein, is hereby ratified, confirmed, and approved in all respects, and shall remain in full force and effect as of its original effective date.

Term and Renewal.

The initial term of this Agreement shall be for three (3) years, commencing on August 7, 2024, and expiring on August 6, 2027 ("Initial Term"). For purposes of administration and interpretation, each consecutive twelve-month period within the Initial Term shall be referred to respectively as "Year One of the Initial Term," "Year Two of the Initial Term," and "Year Three of the Initial Term." Upon expiration of the Initial Term, the Agreement may be renewed for up to two (2) additional one-year renewal terms (each, a "Renewal Term") at the sole option of ONE TRANSIT. Any such renewal shall not be automatic and shall be effective only upon ONE TRANSIT's delivery of written notice of renewal to Consultant at least sixty (60) days prior to the expiration of the then-current term. Absent timely written notice of renewal by ONE TRANSIT, the Agreement shall terminate automatically upon expiration of the applicable term, without further action by either party.

Invoicing

- (a) The Consultant shall submit invoices to ONE Transit on a monthly basis for payment in a form specified or approved by ONE Transit. Such invoices must be received by ONE Transit no later than the tenth (10th) calendar day of each month. Any invoices received after the tenth (10th) calendar day of the month will be processed in the following period. The amount invoiced shall cover Services and Deliverables incurred by Consultant during the preceding accounting Period.
- (b) Supporting documentation for all services and Deliverables contained in an invoice will be submitted with each invoice.
- (c) ONE Transit shall have the right to disapprove specific elements of any invoice. ONE Transit will provide, in writing, such disapproval to Consultant with twenty (20) calendar days of invoice submittal. Approval by ONE Transit shall not be unreasonably withheld.
- (d) ONE Transit will pay Consultant the undisputed amount of an invoice within thirty (30) calendar days after the receipt of a valid, complete, and properly documented invoice.

Compensation and Not-to-Exceed Amount.

As set forth in Section 3 of the Agreement, Consultant shall be compensated by ONE Transit for all Services and Deliverables performed in accordance with the terms and conditions of the Agreement at a blended rate of One Hundred Thirty-Five Dollars (\$135.00) per hour. The parties agree and acknowledge that this blended rate includes all services performed by Consultant and any subconsultants engaged by Consultant.

Notwithstanding the foregoing, total compensation payable by ONE Transit under this Agreement shall not exceed Three Hundred Twenty-Five Thousand Dollars (\$325,000.00) per ONE Transit fiscal year, defined as the period beginning July 1 of one year and ending June 30 of the following year, inclusive of all fees, costs, expenses, and charges of any kind, including, without limitation, all subconsultant fees. Consultant and any approved subconsultants shall comply with ONE TRANSIT's applicable travel policies and invoicing requirements, as may be amended from time to time.

All subcontractor costs shall be reasonable, customary, and necessary for performance of the Services. Consultant labor shall be billed in accordance with the hourly rates set forth above; however, approved subcontractor services such as public relations support, voice talent, photography, videography, and other specialized creative or professional services may be procured on a fixed-fee, project-based, or market-rate basis and shall not be subject to Consultant's hourly rate structure. The anticipated scope and cost of any such subcontractor services shall be submitted to ONE Transit for review and written approval prior to engagement and prior to inclusion in any invoice.

Subcontractor costs shall be billed to ONE Transit as a direct pass-through expense, without markup, surcharge, or administrative fee; provided, however, that media commissions, beginning upon execution of this Agreement may be charged at a rate of 11% and must be separately itemized in each invoice submitted to One Transit. All subcontractors costs shall be incorporated into Consultant's overall invoice to ONE Transit and shall count toward the total not-to-exceed amount.

In addition, for time sensitive marketing requests, Consultant shall be granted a right of first refusal. ONE Transit shall provide Consultant with written notice of the requested services and shall allow Consultant thirty-six (36) hours to confirm its availability to perform the work. If Consultant does not respond within the thirty-six-hour period, or if Consultant notifies ONE Transit that it is at capacity or otherwise unable to perform the requested work, ONE Transit may procure the services from another vendor without further obligation to Consultant. Examples include, but are not limited to graphic design, content creation, and collateral.

Note: The owner or an authorized officer or agent of the Services Provider must sign this document. A Letter of Authorization is required for any signatory other than the individual Services Provider, owner of a sole proprietorship, or an officer whose authority is established by law. For instance, if a Salesman signs this Professional Services Agreement, a Letter of Authorization is required.

Staples Marketing LLC d/b/a AFFIRM Agency

Services Provider's Name

Daniel Mager

President

Print Name of Services Provider's Authorized Officer or Agent

Title

Danny Mager

04/27/26

Signature of Services Provider's Authorized Officer or Agent

Date

N28W23050 Roundy Dr., Ste. 100

Pewaukee

WI

53072

Services Provider's Address

City

State

Zip Code

608-212-7840

dmager@affirmagency.com

Services Provider's Telephone Number

Email

APPROVED and **EXECUTED** by The Regional Transportation Authority of Central Oklahoma doing business as ONE Transit, referred to as "ONE Transit" Hereon this 20th day of May 2026.

ATTEST:

for [Signature]
Chuck Thompson, Secretary



[Signature]
Brad Henry, Chairperson

REVIEWED for form and legality.

[Signature]
Assistant Municipal Counselor

MEMORANDUM

TO: Chairman and Board of Directors

FROM: Interim Executive Director

SUBJECT: AlphaVu Amendment No. 2 and Renewal No. 1

Consider approving Amendment No. 2 and Renewal No. 1 of the Professional Services Agreement with AlphaVu for market research and data mining services to amend the Schedule of Fees for the remainder of the contract term by an additional \$23,600, resulting in a revised total not-to-exceed amount of \$253,900, inclusive of all fees and reimbursable expenses and agree to renew the Agreement from July 1, 2026, through June 30, 2027.

BACKGROUND: On April 1, 2020, ONE Transit issued an RFP for market research and data-mining services. On November 6, 2020, a selection committee awarded the contract to AlphaVu.

On June 2, 2023, COTPA and AlphaVu executed an amendment allowing ONE Transit to use AlphaVu's services under the COTPA agreement. COTPA chose not to renew its contract with AlphaVu on June 30, 2025.

On June 18, 2025, ONE Transit entered into a new Agreement with AlphaVu, effective through June 30, 2026, with a not-to-exceed amount of \$150,400.

On February 11, 2026, the Parties amended the Agreement (Amendment 1) to increase the not-to-exceed amount by \$79,900, for a revised total of \$230,300.

This subsequent amendment (Amendment 2) increases the not-to-exceed amount by an additional \$23,600 resulting in a total of \$253,900 for the current term.

The Parties agree to renew the Agreement for the first of two one-year renewal options, from July 1, 2026, through June 30, 2027. This first renewal has an estimated cost of \$253,900.

RECOMMENDATION: Approve Amendment No. 2 and Renewal No. 1 of the Agreement.



Jason Ferbrache
Interim Executive Director

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT 2 AND RENEWAL 1

ALPHAVU

This Amendment (“Amendment No. 2”) and Renewal (“Renewal No.1”) is made by and between AlphaVu ("AlphaVu") and **The Regional Transportation Authority of Central Oklahoma doing business as ONE Transit, referred to as “ONE Transit”**, a regional transit authority and public trust organized under the laws of the State of Oklahoma, each a Party and collectively the “Parties”.

RECITALS

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

WHEREAS, on April 1, 2020, the Central Oklahoma Transportation and Parking Authority (COTPA) issued a Request for Proposal (RFP) seeking a Professional Services Agreement for market research and data mining; and

WHEREAS, a selection committee reviewed and evaluated the responses based on the criteria set forth in the RFP, awarding an agreement to Alpha Vu on November 6, 2020; and

WHEREAS, on June 2, 2023, the COTPA governing board and Alpha Vu signed an amendment allowing ONE Transit to utilize the services of Alpha Vu under the COTPA agreement; and

WHEREAS, Alpha Vu has been actively working with ONE Transit on projects under this agreement; and

WHEREAS, COTPA decided not to renew its contract with Alpha Vu, resulting in the agreement’s expiration on June 30, 2025; and

WHEREAS, ONE Transit has an ongoing need for the services provided by Alpha Vu, with certain projects currently on hold due to the impending expiration of the original contract; and

WHEREAS, Section 3.5 of the ONE Transit Procurement Procedures Manual (Manual) outlines exceptions for noncompetitive or sole source procurements, allowing the Governing Body to adopt a sole source agreement under specific circumstances; and

WHEREAS, the Manual permits a sole source agreement in cases of follow-on contracts

where awarding to another contractor would result in substantial duplication of costs not recoverable through competition; and

WHEREAS, the Manual also allows a sole source agreement when awarding to another contractor would cause unacceptable delays in meeting ONE Transit's need; and

WHEREAS, ONE Transit entered into an Agreement with AlphaVu on June 18, 2025, with a term expiring on June 30, 2026, which includes a not-to-exceed amount and total compensation under the Agreement, inclusive of all fees and reimbursable expenses, in the amount of One Hundred Fifty Thousand Four Hundred Dollars (\$150,400.00); and

WHEREAS, on February 11, 2026, the Parties mutually agreed to amend the Schedule of Fees in the Agreement under the same terms, conditions, and provisions as originally awarded, and further agreed to increase the not-to-exceed amount for the remainder of the contract term by an additional Seventy-Nine Thousand Nine Hundred Dollars (\$79,900.00), resulting in a revised total not-to-exceed amount of Two Hundred Thirty Thousand Three Hundred Dollars (\$230,300.00), inclusive of all fees and reimbursable expenses; and

WHEREAS, the Parties mutually agree to amend the Schedule of Fees in the Agreement under the same terms, conditions, and provisions as originally awarded, and further agree to increase the not-to-exceed amount for the remainder of the contract term expiring on June 30, 2026 by an additional Twenty Three Thousand Six Hundred Dollars (\$23,600.00), resulting in a revised total not-to-exceed amount of Two Hundred Fifty-three Thousand Nine Hundred Dollars (\$253,900.00), inclusive of all fees and reimbursable expenses; and

WHEREAS, the increased not-to-exceed amount will allow AlphaVu to perform or subcontract additional services requested by ONE Transit that were contemplated within the original scope of work under the Agreement for term of June 18, 2025, through June 30, 2026; and

WHEREAS, Paragraph 2.3 Renewal authorizes the **Agreement** to be renewed for two (2), one-year terms; and

WHEREAS, the **Parties** mutually agree to renew the **Agreement** exercising the first of two (2) one-year renewal options, from July 1, 2026, through June 30, 2027; and

WHEREAS, due to major ongoing developments related to the upcoming referendum, ONE Transit may require additional subconsultant services.

NOW, THEREFORE, it is mutually agreed by and between the **Parties** to:

I. Amend the Agreement

Amend the Agreement to increase the not-to-exceed compensation by \$23,600, for a revised total not-to-exceed amount of \$253,900 for the period June 18, 2025, through June 30, 2026, as reflected in Attachment B. Except as expressly modified herein, all other terms and conditions of the Agreement remain in full force and effect; and

II. **Renew the Agreement,**

Renew the Agreement, exercising the first of two (2) one-year renewal options, under the same terms, conditions and provisions as originally awarded, including all prior amendments and this current amendment, from July 1, 2026, through June 30, 2027, estimated cost \$253,900.00.

III. **Subconsultant Authority**

Accordingly, beginning on June 1, 2026, and continuing until a successful outcome of a local sales tax referendum, the monthly retainer fee will be increased by \$3,000, for a total monthly amount not to exceed \$8,000, payable to a consultant mutually agreed upon by ONE Transit and AlphaVu. Subconsultant reimbursements are included within this total not-to-exceed amount; however, this limit applies only to subconsultants that are not performing portions of the scope of work and that are billed to ONE Transit as pass-through expenses. This additional subconsultant amount may be billed to ONE Transit until the conclusion of a successful referendum.

Note: The owner or an authorized officer or agent of the Services Provider must sign this document. A Letter of Authorization is required for any signatory other than the individual Services Provider, owner of a sole proprietorship, or an officer whose authority is established by law. For instance, if a Salesman signs this Professional Services Agreement, a Letter of Authorization is required.

AlphaVu LLC

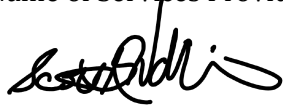
Services Provider's Name

Scott G. Wilkinson

CEO

Print Name of Services Provider's Authorized Officer or Agent

Title



April 28, 2026

Signature of Services Provider's Authorized Officer or Agent

Date

For mail: PO Box 4884, Baltimore, MD 21211

Services Provider's Address

City

State

Zip Code

202-450-6541

scott@alphavu.com

Services Provider's Telephone Number

Email

APPROVED and **EXECUTED** by The Regional Transportation Authority of Central Oklahoma doing business as ONE Transit, referred to as "ONE Transit" Hereon this 20th day of May 2026.

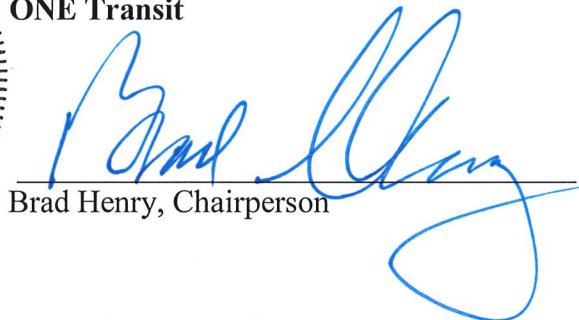
ATTEST:



ONE Transit



Chuck Thompson, Secretary



Brad Henry, Chairperson

REVIEWED for form and legality.


Assistant Municipal Counselor

Attachment B

Schedule of Fees

AlphaVu. As compensation for this scope of work and in recognition of the nature of constrained finances leading up to local voter approval for ONE Transit's capital projects that must be considered, AlphaVu will bill ONE Transit a monthly retainer fee of \$9,250. Following local funding approval and permission to proceed on the capital projects as envisioned, AlphaVu will bill ONE Transit a monthly retainer fee of \$12,500. Additionally, ONE Transit will cover any required non-local travel and lodging, which ONE Transit will approve in advance. AlphaVu is authorized to bill these amounts following ONE Transit's issuance of a Notice to Proceed. AlphaVu shall comply with the ONE Transit travel policy adopted by the Trust on March 17, 2021, as outlined in Attachment D.

Subconsultants. AlphaVu may retain subconsultants to complete some portion of its Scope of Services here under. AlphaVu may bill ONE Transit at a monthly retainer fee not to exceed \$5,000 to a consultant mutually agreed upon between ONE Transit and AlphaVu. Subconsultant reimbursements are also included in the total not-to-exceed amount. Beginning on June 1, 2026, and continuing until a successful outcome of a local sales tax referendum, the monthly retainer fee will be increased by \$3,000, for a total monthly amount not to exceed \$8,000, payable to a consultant mutually agreed upon by ONE Transit and AlphaVu. Subconsultant reimbursements are included within this total not-to-exceed amount; however, this limit applies only to subconsultants that are not performing portions of the scope of work and that are billed to ONE Transit as pass through expenses. This additional subconsultant amount may be billed to ONE Transit until the conclusion of a successful referendum.

Not to Exceed Amount. The total compensation under this agreement, including all fees and reimbursable expenses, shall not exceed Two Hundred Fifty-three Thousand Nine Hundred Dollars (\$253,900.00).

MEMORANDUM

TO: Chairman and Board of Directors

FROM: Interim Executive Director

SUBJECT: HNTB, Jacobs and Kimley-Horn Corporation Renewal No. 1

Consider approving Renewal No. 1 of the Professional Services Agreement with HNTB, Jacobs Engineering, and Kimley-Horn Corporation for a one-year period ending June 30, 2027, estimated cost of \$300,000, which will be dispersed as \$100,000 for HNTB, \$100,000 for Jacobs Engineering and \$100,000 for Kimley-Horn.

BACKGROUND: On April 19, 2023, ONE Transit authorized the release of a Request for Proposal (“RFP”), seeking a Professional Services Agreement for on-call engineering consulting services for ONE Transit.

ONE Transit advertised the RFP in the Journal Record on May 1, 2023, and on May 8, 2023, and a pre-proposal meeting was held on May 16, 2023. ONE Transit received three timely proposals in response to the RFP, one from HNTB, one from Jacobs Engineering, and one from Kimley-Horn.

ONE Transit conducted interviews with all three firms on June 20, 2023, and determined that all three firms were qualified as experts in the field of engineering consulting services, with skilled professionals willing, able, and capable of timely providing the services requested and required by ONE Transit in the RFP.

ONE Transit desired to negotiate agreements with all three firms so that ONE Transit may have more options available for the engineering consulting services it may need for a one-year period ending June 30, 2026, and two (2) one-year renewal terms.

This is the first of two (2) one-year renewal terms ending on June 30, 2027, estimated cost of \$300,000, which will be dispersed as \$100,000 for HNTB, \$100,000 for Jacobs Engineering and \$100,000 for Kimley-Horn.

RECOMMENDATION: Approve Renewal No. 1 of the Agreement.



Jason Ferbrache
Interim Executive Director

PROFESSIONAL SERVICES AGREEMENT

RENEWAL 1

HNTB CORPORATION

This Renewal (“Renewal No.1”) is made by and between HNTB Corporation (“HNTB”), and **The Regional Transportation Authority of Central Oklahoma doing business as ONE Transit, referred to as “ONE Transit”**, a regional transit authority and public trust organized under the laws of the State of Oklahoma, each a Party and collectively the “Parties”.

RECITALS:

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

WHEREAS, on April 19, 2023, ONE Transit authorized the release of a Request for Proposal (“RFP”), hereto, seeking a Professional Services Agreement for on-call engineering consulting services for ONE Transit; and

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

WHEREAS, ONE Transit received three timely proposals in response to the RFP, one from HNTB, one from Jacobs Engineering, and one from Kimley-Horn; and

WHEREAS, ONE Transit conducted interviews with all three firms on June 20, 2023; and

WHEREAS, ONE Transit determined that all three firms were qualified as experts in the field of engineering consulting services, with skilled professionals willing, able, and capable of timely providing the services requested and required by ONE Transit in the RFP; and

WHEREAS, ONE Transit desired to negotiate agreements with all three firms so that ONE Transit may have more options available for the engineering consulting services it may need; and

WHEREAS, **Paragraph 2.2 Renewal** authorizes the **Agreement** to be renewed for two (2), one-year terms; and

WHEREAS, the **Parties** mutually agree to renew the **Agreement** exercising the first of two (2) one-renewal options, from July 1, 2026, through June 30, 2027.

NOW, THEREFORE, it is mutually agreed by and between the **Parties** to renew the **Agreement**, exercising the first of two (2) one-year renewal options, under the same terms, conditions and provisions as originally awarded, including prices, from July 1, 2026, through June

30, 2027, estimated cost \$100,000.

Note: The owner or an authorized officer or agent of the Services Provider must sign this document. A Letter of Authorization is required for any signatory other than the individual Services Provider, owner of a sole proprietorship, or an officer whose authority is established by law. For instance, if a Salesman signs this Professional Services Agreement, a Letter of Authorization is required.

HNTB Corporation

Services Provider's Name

Gretchen Ivy

Senior Vice President

Print Name of Services Provider's Authorized Officer or Agent

Title



04/27/2026

Signature of Services Provider's Authorized Officer or Agent

Date

101 N. Robinson Ave. Ste. 1130 Oklahoma City OK 73102

Services Provider's Address

City

State

Zip Code

816-305-7908

givy@hntb.com

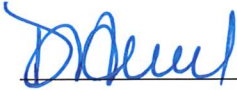
Services Provider's Telephone Number

Email

APPROVED and **EXECUTED** by The Regional Transportation Authority of Central Oklahoma doing business as ONE Transit, referred to as "ONE Transit" Hereon this

20th day of May 2026.

ATTEST:



for

Chuck Thompson, Secretary



ONE Transit



Brad Henry, Chairperson

REVIEWED for form and legality.



Assistant Municipal Counselor

PROFESSIONAL SERVICES AGREEMENT

RENEWAL 1

JACOBS ENGINEERING GROUP INC.

This Renewal (“Renewal No.1”) is made by and between Jacobs Engineering Group, Inc (“Jacobs”), and **The Regional Transportation Authority of Central Oklahoma doing business as ONE Transit, referred to as “ONE Transit”**, a regional transit authority and public trust organized under the laws of the State of Oklahoma, each a Party and collectively the “Parties”.

RECITALS:

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

WHEREAS, on April 19, 2023, ONE Transit authorized the release of a Request for Proposal (“RFP”), hereto, seeking a Professional Services Agreement for on-call engineering consulting services for ONE Transit; and

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

WHEREAS, ONE Transit received three timely proposals in response to the RFP, one from Jacobs, one from Kimley-Horn, and one from HNTB; and

WHEREAS, ONE Transit conducted interviews with all three firms on June 20, 2023; and

WHEREAS, ONE Transit determined that all three firms were qualified as experts in the field of engineering consulting services, with skilled professionals willing, able, and capable of timely providing the services requested and required by ONE Transit in the RFP; and

WHEREAS, ONE Transit desired to negotiate agreements with all three firms so that ONE Transit may have more options available for the engineering consulting services it may need; and

WHEREAS, **Paragraph 2.2 Renewal** authorizes the **Agreement** to be renewed for two (2), one-year terms; and

WHEREAS, the **Parties** mutually agree to renew the **Agreement** exercising the first of two (2) one-renewal options, from July 1, 2026, through June 30, 2027.

NOW, THEREFORE, it is mutually agreed by and between the **Parties** to renew the **Agreement**, exercising the first of two (2) one-year renewal options, under the same terms,

conditions and provisions as originally awarded, including prices, from July 1, 2026, through June 30, 2027, estimated cost \$100,000.

Note: The owner or an authorized officer or agent of the Services Provider must sign this document. A Letter of Authorization is required for any signatory other than the individual Services Provider, owner of a sole proprietorship, or an officer whose authority is established by law. For instance, if a Salesman signs this Professional Services Agreement, a Letter of Authorization is required.

JACOBS ENGINEERING GROUP, INC

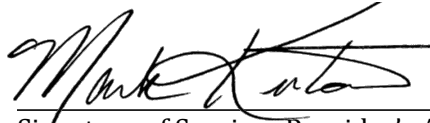
Services Provider's Name

MARK KEETON, RPLS

MANAGER OF PROJECTS

Print Name of Services Provider's Authorized Officer or Agent

Title



04/27/2026

Signature of Services Provider's Authorized Officer or Agent

Date

1999 BRYAN STREET, SUITE 3500 DALLAS

TEXAS

75201

Services Provider's Address

City

State

Zip Code

817-347-5987

MARK.KEETON@JACOBS.COM

Services Provider's Telephone Number

Email

LETTER OF AUTHORIZATION

THIS LETTER OF AUTHORIZATION MUST BE COMPLETED IF THE ATTACHED
LEGALLY BINDING DOCUMENT WAS NOT SIGNED BY THE STATUTORILY
AUTHORIZED OFFICER ON BEHALF OF THE ENTITY.

The Regional Transportation Authority of Central Oklahoma doing business as ONE Transit:

This letter authorizes Mark Keeton to
(PRINTED NAME OF AUTHORIZED AGENT)

sign the attached legally binding document on behalf of Jacobs
(Entity Name)

Engineering Group Inc.

Sincerely,



Digitally signed by Scott E. Young,
PE
Date: 2026.04.24 12:05:05-05'00'

Signature of Authorizing Officer

Managing Agent of Oklahoma Engineering Ops

Printed Title

4/24/2026

Date

Scott E. Young, PE

Printed Name of Authorizing Officer

scott.young2@jacobs.com

Email Address of Authorizing Officer

NOTE: If the Entity is a(n):

Corporation The authorizing officer **must** be an officer with such titles and duties as shall be stated in the bylaws or in a resolution of the board of directors pursuant to the Oklahoma General Corporation Act. Titles may include, but are not limited to: **President, Vice-President, Chief Executive Officer, Chief Financial Officer, Chairperson, or Vice-Chairperson**

LLC The authorizing officer **must** be a person with an ownership interest in a limited liability company, or a person designated by the members to manage the LLC as provided in the articles of organization or an operating agreement pursuant to the Oklahoma Limited Liability Company Act. Titles may include, but are not limited to: **Manager, Managing Member, Owner, Principal, President, or Vice-President**

Partnership The authorizing officer **must** be: **General Partner**

Joint Venture The authorizing officer **must** be: **An Authorized Officer of Each of the Ventures**

APPROVED and **EXECUTED** by The Regional Transportation Authority of
Central Oklahoma doing business as ONE Transit, referred to as "ONE Transit" Hereon this

20th day of May 2026.

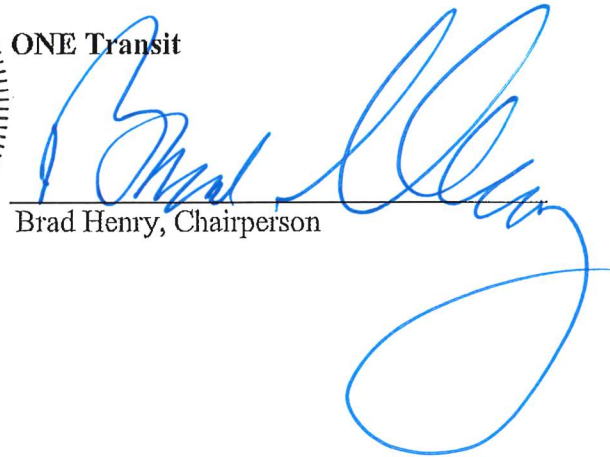
ATTEST:



ONE Transit



Chuck Thompson, Secretary



Brad Henry, Chairperson

REVIEWED for form and legality.


Assistant Municipal Counselor

PROFESSIONAL SERVICES AGREEMENT

RENEWAL 1

KIMLEY HORN AND ASSOCIATES

This Renewal (“Renewal No.1”) is made by and between Kimley-Horn and Associates, Inc (“Kimley-Horn”), and **The Regional Transportation Authority of Central Oklahoma doing business as ONE Transit, referred to as “ONE Transit”**, a regional transit authority and public trust organized under the laws of the State of Oklahoma, each a Party and collectively the “Parties”.

RECITALS:

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

WHEREAS, on April 19, 2023, ONE Transit authorized the release of a Request for Proposal (“RFP”), hereto, seeking a Professional Services Agreement for on-call engineering consulting services for ONE Transit; and

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

WHEREAS, ONE Transit received three timely proposals in response to the RFP, one from Kimley-Horn, one from Jacobs Engineering, and one from HNTB; and

WHEREAS, ONE Transit conducted interviews with all three firms on June 20, 2023; and

WHEREAS, ONE Transit determined that all three firms were qualified as experts in the field of engineering consulting services, with skilled professionals willing, able, and capable of timely providing the services requested and required by ONE Transit in the RFP; and

WHEREAS, ONE Transit desired to negotiate agreements with all three firms so that ONE Transit may have more options available for the engineering consulting services it may need; and

WHEREAS, **Paragraph 2.2 Renewal** authorizes the **Agreement** to be renewed for two (2), one-year terms; and

WHEREAS, the **Parties** mutually agree to renew the **Agreement** exercising the first of two (2) one-renewal options, from July 1, 2026, through June 30, 2027.

NOW, THEREFORE, it is mutually agreed by and between the **Parties** to renew the **Agreement**, exercising the first of two (2) one-year renewal options, under the same terms,

conditions and provisions as originally awarded, including prices, from July 1, 2026, through June 30, 2027, estimated cost \$100,000.

Note: The owner or an authorized officer or agent of the Services Provider must sign this document. A Letter of Authorization is required for any signatory other than the individual Services Provider, owner of a sole proprietorship, or an officer whose authority is established by law. For instance, if a Salesman signs this Professional Services Agreement, a Letter of Authorization is required.

Kimley-Horn and Associates, Inc.

Services Provider's Name

Scott R. Arnold

Vice President

Print Name of Services Provider's Authorized Officer or Agent

Title



04/28/2026

Signature of Services Provider's Authorized Officer or Agent

Date

801 Cherry Street, Unit 11, Suite 1300 Fort Worth

Texas

76102

Services Provider's Address

City

State

Zip Code

817-335-6511

scott.arnold@kimley-horn.com

Services Provider's Telephone Number

Email

APPROVED and **EXECUTED** by The Regional Transportation Authority of
Central Oklahoma doing business as ONE Transit, referred to as "ONE Transit" Hereon this
20th day of May 2026.

ATTEST:



for Chuck Thompson, Secretary

ONE Transit

Brad Henry, Chairperson

REVIEWED for form and legality.

Gornita Gurn
Assistant Municipal Counselor

MEMORANDUM

TO: Chairman and Board of Directors

FROM: Interim Executive Director

SUBJECT: Jacobs Engineering Group, Inc. Renewal No. 1

Consider approving Renewal No. 1 of the Professional Services Agreement regarding FTA New Recipient Application with Jacobs Engineering Group, Inc., exercising the first of two (2) one-year renewal options, under the same terms, conditions and provisions as originally awarded, including prices, from July 1, 2026, through June 30, 2027, estimated cost \$5,000.

BACKGROUND: ONE Transit authorized the release of a Request for Quotes (RFQ) seeking a Professional Services Agreement for services to support ONE Transit becoming an FTA Direct Recipient to apply for competitive grant opportunities and receive federal funding.

On January 14, 2025, the RFQ was sent to multiple consulting firms via email. Each firm had until February 3, 2025, to submit their quote. Three (3) quotes were received in response to the request, and ONE Transit Owners Representative and staff determined that Jacobs Engineering Group, Inc. met the criteria of the RFQ and was the most qualified firm.

On February 26, 2025, ONE Transit and Jacobs negotiated and entered into this Agreement for one (1) year ending June 30, 2026, and two (2) one-year renewal terms. This is the first of two (2) one-year renewal terms ending on June 30, 2027, estimated cost of \$5,000.

RECOMMENDATION: Approve Renewal No. 1 of the Agreement.



Jason Ferbrache
Interim Executive Director

**PROFESSIONAL SERVICES AGREEMENT REGARDING FTA NEW RECIPIENT
APPLICATION
RENEWAL 1
JACOBS ENGINEERING GROUP INC.**

This Renewal (“Renewal No.1”) is made by and between Jacobs Engineering Group, Inc (“Jacobs”), and **The Regional Transportation Authority of Central Oklahoma doing business as ONE Transit, referred to as “ONE Transit”**, a regional transit authority and public trust organized under the laws of the State of Oklahoma, each a Party and collectively the “Parties”.

RECITALS:

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

WHEREAS, on January 14, 2025, ONE Transit authorized the release of a Request for Quotes ("RFQ"), provided in Attachment D (Request for Quotes) hereto, seeking a Professional Services Agreement for services to support ONE Transit becoming an FTA New Recipient to apply for competitive grant opportunities and receive federal funding; and

WHEREAS, on March 18, 2025, ONE Transit and Jacobs negotiated and entered into this Agreement, effective through June 30, 2026.

WHEREAS, Paragraph 2.2 Renewal authorizes the **Agreement** to be renewed for two (2), one-year terms; and

NOW, THEREFORE, it is mutually agreed by and between the **Parties** to renew the **Agreement**, exercising the first of two (2) one-year renewal options, under the same terms, conditions and provisions as originally awarded, including prices, from July 1, 2026, through June 30, 2027, estimated cost \$5,000.

Note: The owner or an authorized officer or agent of the Services Provider must sign this document. A Letter of Authorization is required for any signatory other than the individual Services Provider, owner of a sole proprietorship, or an officer whose authority is established by law. For instance, if a Salesman signs this Professional Services Agreement, a Letter of Authorization is required.

JACOBS ENGINEERING GROUP, INC

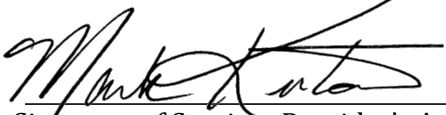
Services Provider's Name

MARK KEETON, RPLS

MANAGER OF PROJECTS

Print Name of Services Provider's Authorized Officer or Agent

Title



04/27/2026

Signature of Services Provider's Authorized Officer or Agent

Date

1999 BRYAN STREET, SUITE 3500 DALLAS

TEXAS

75201

Services Provider's Address

City

State

Zip Code

817-347-5987

MARK.KEETON@JACOBS.COM

Services Provider's Telephone Number

Email

LETTER OF AUTHORIZATION

THIS LETTER OF AUTHORIZATION MUST BE COMPLETED IF THE ATTACHED
LEGALLY BINDING DOCUMENT WAS NOT SIGNED BY THE STATUTORILY
AUTHORIZED OFFICER ON BEHALF OF THE ENTITY.

The Regional Transportation Authority of Central Oklahoma doing business as ONE Transit:

This letter authorizes Mark Keeton to
(PRINTED NAME OF AUTHORIZED AGENT)

sign the attached legally binding document on behalf of Jacobs
(Entity Name)

Engineering Group Inc.

Sincerely,



Digitally signed by Scott E. Young,
PE
Date: 2026.04.24 12:05:05-05'00'

Signature of Authorizing Officer

Managing Agent of Oklahoma Engineering Ops

Printed Title

4/24/2026

Date

Scott E. Young, PE

Printed Name of Authorizing Officer

scott.young2@jacobs.com

Email Address of Authorizing Officer

NOTE: If the Entity is a(n):

Corporation The authorizing officer **must** be an officer with such titles and duties as shall be stated in the bylaws or in a resolution of the board of directors pursuant to the Oklahoma General Corporation Act. Titles may include, but are not limited to: **President, Vice-President, Chief Executive Officer, Chief Financial Officer, Chairperson, or Vice-Chairperson**

LLC The authorizing officer **must** be a person with an ownership interest in a limited liability company, or a person designated by the members to manage the LLC as provided in the articles of organization or an operating agreement pursuant to the Oklahoma Limited Liability Company Act. Titles may include, but are not limited to: **Manager, Managing Member, Owner, Principal, President, or Vice-President**

Partnership The authorizing officer **must** be: **General Partner**

Joint Venture The authorizing officer **must** be: **An Authorized Officer of Each of the Ventures**

APPROVED and **EXECUTED** by The Regional Transportation Authority of Central Oklahoma doing business as ONE Transit, referred to as "ONE Transit" Hereon this 20th day of May 2026.

ATTEST:

for Daniel
Chuck Thompson, Secretary



Brad Henry
Brad Henry, Chairperson

REVIEWED for form and legality.

Jonathan Garcia
Assistant Municipal Counselor

MEMORANDUM

TO: Chairman and Board of Directors

FROM: Interim Executive Director

SUBJECT: PFM Financial Advisors LLC Renewal No. 1

Consider approving Renewal No. 1 of the Professional Services Agreement with PFM Financial Advisors LLC, exercising the first of two (2) one-year renewal options, under the same terms, conditions and provisions as originally awarded, including prices, from July 1, 2026, through June 30, 2027, which shall not exceed \$100,000 per fiscal year.

BACKGROUND: On April 15, 2023, ONE Transit prepared and authorized the release of a Request for Proposal (“RFP”), seeking a Professional Services Agreement for on-call financial planning services for ONE Transit.

ONE Transit advertised the RFP in the Journal Record on May 1, 2023, and on May 8, 2023, and a pre-proposal meeting was held on May 16, 2023.

On June 7, 2023, the day proposals were due, ONE Transit received only one proposal in response to its RFP and said proposal was from PFM.

ONE Transit negotiated and desired to enter into this Agreement July 19, 2023, which is in effect until June 30, 2026.

This is the first of two (2) one-year renewal terms, which shall not exceed \$100,000, from July 1, 2026, through June 30, 2027.

RECOMMENDATION: Approve Renewal No. 1 of the Agreement.



Jason Ferbrache
Interim Executive Director

PROFESSIONAL SERVICES AGREEMENT

RENEWAL 1

PFM FINANCIAL ADVISORS LLC

This Renewal (“Renewal No.1”) is made by and between PFM Financial Advisors LLC (“PFM”), and **The Regional Transportation Authority of Central Oklahoma doing business as ONE Transit, referred to as “ONE Transit”**, a regional transit authority and public trust organized under the laws of the State of Oklahoma, each a Party and collectively the “Parties”.

RECITALS:

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

WHEREAS, on April 15, 2023, the ONE Transit prepared and authorized the release of a Request for Proposal (“RFP”), seeking a Professional Services Agreement for on-call financial planning services for ONE Transit; and

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

WHEREAS, on June 7, 2023, the day proposals were due, ONE Transit received only one proposal in response to its RFP and said proposal was from PFM; and

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

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

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

WHEREAS, on July 19, 2023, the Parties negotiated and desired to enter the Agreement which is in effect until June 30, 2026.

WHEREAS, Paragraph 2.2 Renewal authorizes the **Agreement** to be renewed for two (2), one-year terms; and

WHEREAS, the **Parties** mutually agree to renew the **Agreement** exercising the first of two (2) one-renewal options, from July 1, 2026, through June 30, 2027.

NOW, THEREFORE, it is mutually agreed by and between the **Parties** to renew the **Agreement**, exercising the first of two (2) one-year renewal options, under the same terms, conditions and provisions as originally awarded, including prices, from July 1, 2026, through June 30, 2027, which shall not exceed \$100,000 per fiscal year.

Note: The owner or an authorized officer or agent of the Services Provider must sign this document. A Letter of Authorization is required for any signatory other than the individual Services Provider, owner of a sole proprietorship, or an officer whose authority is established by law. For instance, if a Salesman signs this Professional Services Agreement, a Letter of Authorization is required.

PFM Financial Advisors LLC

Services Provider's Name

Dennis P. Waley

Managing Director

Print Name of Services Provider's Authorized Officer or Agent

Title

Dennis P. Waley

4/27/2026

Signature of Services Provider's Authorized Officer or Agent

Date

111 Congress Avenue, Suite 2150

Austin

TX

78701

Services Provider's Address

City

State

Zip Code

512-614-5323

waleyd@pfm.com

Services Provider's Telephone Number

Email

APPROVED and **EXECUTED** by The Regional Transportation Authority of Central Oklahoma doing business as ONE Transit, referred to as "ONE Transit" Hereon this 20th day of May 2026.

ATTEST:



Chuck Thompson, Secretary



ONE Transit



Brad Henry, Chairperson

REVIEWED for form and legality.



Assistant Municipal Counselor

MEMORANDUM

TO: Chairman and Board of Directors

FROM: Interim Executive Director

SUBJECT: Regional Economic Advisors LLC Renewal No. 1

Consider approving Renewal No. 1 of the Professional Services Agreement with Regional Economic Advisors LLC, exercising the first of two (2) one-year renewal options, under the same terms, conditions and provisions as originally awarded, including prices, from July 1, 2026, through June 30, 2027, which shall not exceed \$50,000 per fiscal year.

BACKGROUND: In June 2023 ONE Transit sought a Professional Services Agreement for economic advising services.

Regional Economic Advisors LLC (REA) previously performed similar services for two of ONE Transit's beneficiary entities (Oklahoma City, and Edmond) in their individual capacities, or concurrently performed similar services, and have extensive knowledge of the economic conditions of all three cities.

ONE Transit determined that competitively seeking proposals for ONE Transit's need of economic advising services would likely result in substantial duplication of effort and cause unreasonable delay, and therefore a sole source procurement with REA was in the best interest of ONE Transit.

On July 19, 2023, ONE Transit and REA desired to enter into this Agreement, which is in effect until June 30, 2026.

This is the first of two (2) one-year renewal terms, which shall not exceed \$50,000 from July 1, 2026, through June 30, 2027.

RECOMMENDATION: Approve Renewal No. 1 of the Agreement.



Jason Ferbrache
Interim Executive Director

PROFESSIONAL SERVICES AGREEMENT

RENEWAL 1

REGIONAL ECONOMIC ADVISORS LLC

This Renewal ("Renewal No.1") is made by and between Regional Economic Advisors LLC, Inc ("REA"), and **The Regional Transportation Authority of Central Oklahoma doing business as ONE Transit, referred to as "ONE Transit"**, a regional transit authority and public trust organized under the laws of the State of Oklahoma, each a Party and collectively the "Parties".

RECITALS:

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

WHEREAS, on July 19, 2023, ONE Transit sought a Professional Services Agreement for economic advising services for ONE Transit; and

WHEREAS, REA has previously performed similar services for all three of the ONE Transit's beneficiary entities (Oklahoma City, Edmond, and Norman, hereinafter "Member Cities") in their individual capacities, are performing similar services contemporaneously herewith, and have extensive knowledge of economic conditions in the Member Cities; and

WHEREAS, ONE Transit determined that REA is qualified as experts in the field of economic advising services, with skilled professionals willing, able, and capable of timely providing the services requested and required by ONE Transit; and

WHEREAS, on July 19, 2023, ONE Transit and REA desired to enter into the Agreement, which is in effect until June 30, 2026.

WHEREAS, **Paragraph 2.2 Renewal** authorizes the **Agreement** to be renewed for two (2), one-year terms; and

WHEREAS, the **Parties** mutually agree to renew the **Agreement** exercising the first of two (2) one-renewal options, from July 1, 2026, through June 30, 2027.

NOW, THEREFORE, it is mutually agreed by and between the **Parties** to renew the **Agreement**, exercising the first of two (2) one-year renewal options, under the same terms, conditions and provisions as originally awarded, including prices, from July 1, 2026, through June 30, 2027, which shall not exceed \$50,000 per fiscal year.

Note: The owner or an authorized officer or agent of the Services Provider must sign this document. A Letter of Authorization is required for any signatory other than the individual Services Provider, owner of a sole proprietorship, or an officer whose authority is established by law. For instance, if a Salesman signs this Professional Services Agreement, a Letter of Authorization is required.

REGIONAL ECONOMIC ADVISERS

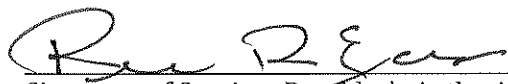
Services Provider's Name

RUSSELL EVANS

Print Name of Services Provider's Authorized Officer or Agent

PRESIDENT

Title



Signature of Services Provider's Authorized Officer or Agent

4/30/2026

Date

1700 NW 185th ST EDMOND OK 73012

Services Provider's Address

City

State

Zip Code

405-411-4538

Services Provider's Telephone Number

RUSSELL@THORBERG.CO

Email

APPROVED and **EXECUTED** by The Regional Transportation Authority of Central Oklahoma doing business as ONE Transit, referred to as "ONE Transit" Hereon this 20th day of May 2026.

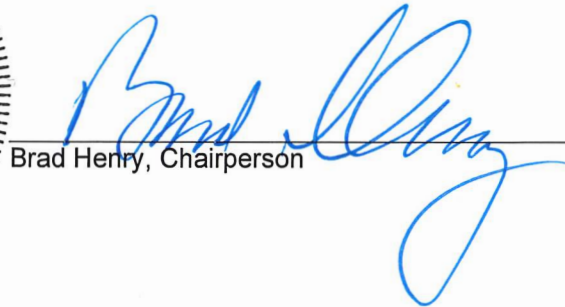
ATTEST:

ONE Transit



Chuck Thompson, Secretary





Brad Henry, Chairperson

REVIEWED for form and legality.



Assistant Municipal Counselor

MEMORANDUM

TO: Chairman and Board of Directors

FROM: Interim Executive Director

SUBJECT: Cardinal Infrastructure, LLC. Renewal No. 2

Consider approving Renewal No. 2 of the Professional Services Agreement with Cardinal Infrastructure, LLC for a one-year period from July 1, 2026 ending June 30, 2027, amount not to exceed \$90,000.

BACKGROUND: On June 19, 2024, (ONE Transit Agenda Item No. 8), ONE Transit entered into a Professional Services Agreement for federal advisory services with Cardinal Infrastructure, LLC for the term July 1, 2024, through June 30, 2025.

On June 18, 2025, (ONE Transit Agenda Item No. 9) ONE Transit approved the first renewal term of two (2), one -year renewal options for the period July 1, 2025, through June 30, 2026.

This is the second and final renewal of two (2) one-year renewal terms for the period July 1, 2026, through June 30, 2027, amount not to exceed \$90,000.

RECOMMENDATION: Approve Renewal No. 2 of the Agreement.



Jason Ferbrache
Interim Executive Director

PROFESSIONAL SERVICES AGREEMENT

RENEWAL 2

CARDINAL INFRASTRUCTURE, LLC.

This Renewal (“**Renewal No. 2**”) is made by and between **Cardinal Infrastructure, LLC. (“SERVICES PROVIDER”)**, and **The Regional Transportation Authority of Central Oklahoma doing business as ONE Transit, referred to as “ONE Transit”**, a regional transit authority and public trust organized under the laws of the State of Oklahoma, , each a Party and collectively the “Parties.

WITNESSETH:

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

WHEREAS, on June 26, 2024 (Item No. 8), the **Parties** entered into a Professional Services Agreement for federal advisory services for the term July 1, 2024, through June 30, 2025; and

WHEREAS, **Paragraph 2.2 Renewal** authorizes the **Agreement** to be renewed for two (2), one-year terms at the sole discretion of ONE Transit; and

WHEREAS, on June 18, 2025 (Item 9) One Transit approved the first renewal term for the period July 1, 2025, through June 30, 2026; and ending June 30, 2026; and

WHEREAS, the **Parties mutually** agree to renew **Agreement** under the same terms, conditions and provisions as originally awarded, including prices.

NOW THEREFORE, it is mutually agreed by and between the **Parties** to renew the **Agreement**, exercising the second of two (2), one -year renewal options, under the same terms, conditions and provisions as originally awarded, including pricing, for the term July 1, 2026 through June 30, 2027.

Note: The owner or an authorized officer or agent of the Services Provider must sign this document. A Letter of Authorization is required for any signatory other than the individual Services Provider, owner of a sole proprietorship, or an officer whose authority is established by law. For instance, if a Salesman signs this Professional Services Agreement, a Letter of Authorization is required.

CARDINAL INFRASTRUCTURE, LLC

Services Provider's Name

SHERRY E. LITTLE LLOYD MANAGING PARTNER

Print Name of Services Provider's Authorized Officer or Agent

Title

Sherry E. Little Lloyd 5/12/2026

Signature of Services Provider's Authorized Officer or Agent

Date

600 MASSACHUSETTS AVE., N.W., SUITE 250

Services Provider's Address

City

State

Zip Code

WASHINGTON, DC 20001
703 801 9319 sherry@cardinalinfrastructure.com

Services Provider's Telephone Number

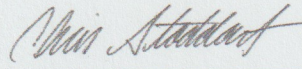
Email

Does anyone in your business have any of the following connections with NEI Group:

Discipline Questionnaire
Business Partner Due

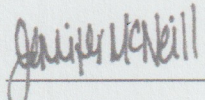
IN WITNESS WHEREOF New Flyer and the Representative have executed this Agreement as of the date first above written.

NEW FLYER OF AMERICA INC.

By: 

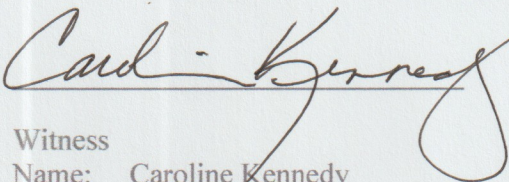
Chris Stoddart,
President, Transit Bus Business
I have the authority to bind the corporation.

NEW FLYER OF AMERICA INC.

By: 

Jennifer McNeill
Vice President, Sales and Marketing
I have the authority to bind the corporation.

CARDINAL INFRASTRUCTURE, LLC



Witness

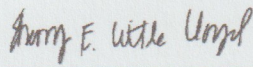
Name: Caroline Kennedy

Address: Cardinal Infrastructure, LLC
600 Massachusetts Avenue, NW

Suite 250

Washington, DC 20001

Phone: 703-801-9319

By: 

Sherry E. Little Lloyd
Managing Partner
I have the authority to bind the company.

APPROVED and **EXECUTED** by The Regional Transportation Authority of Central Oklahoma doing business as ONE Transit, referred to as "ONE Transit" Hereon this 20th day of May 2026.

ATTEST:



ONE Transit

Chuck Thompson
bcr

Chuck Thompson, Secretary

Brad Henry

Brad Henry, Chairperson

REVIEWED for form and legality.

Joanna Lee
Assistant Municipal Counselor

MEMORANDUM

TO: Chairman and Board of Directors

FROM: Interim Executive Director

SUBJECT: RFP 2026-001 Program Management & Advisory Services for Regional Transportation Implementation

Consider approving Request for Proposal for Program Management & Advisory Services for Regional Transportation Implementation (ONE Transit 26-001); and authorize the Interim Executive Director to advertise.

BACKGROUND: A Request for Proposal (RFP) has been developed in order to select a consulting firm to provide program management and advisory support to advance ONE Transit from planning to implementation readiness. The scope of work in the RFP is focused on establishing the structure, sequencing, and coordination necessary to deliver a complex, multi-phase regional transportation program. The consultant is expected to serve as a program integrator, providing the structure, coordination, and oversight necessary to align planning, funding, technical, and implementation activities across the program.

The estimated budget for Year 1 of this contract is \$350,000 to \$500,000. This range is provided for planning purposes only and does not guarantee a minimum or maximum contract value. The anticipated contract term two (2) years, with the option to renew for three (3) additional one year terms at the discretion of ONE Transit. Work may be authorized through task orders or written direction, as applicable.

RECOMMENDATION: Request for Proposals be approved, and the Interim Executive Director be authorized to advertise.



Jason Ferbrache
Interim Executive Director



REQUEST FOR PROPOSALS (RFP)

PROGRAM MANAGEMENT & ADVISORY SERVICES

RELEASE DATE:

May 20, 2026

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REQUEST FOR PROPOSALS

PROGRAM MANAGEMENT & ADVISORY SERVICES

I. INTRODUCTION

The Regional Transportation Authority of Central Oklahoma doing business as ONE Transit, referred to as “ONE Transit” invites qualified firms to submit a proposal to provide program management and advisory support services to advance ONE Transit from planning to implementation readiness.

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

II. BACKGROUND

The Regional Transportation Authority of Central Oklahoma (RTA), doing business as ONE Transit, was established in 2019 as a regional, independent governmental agency to plan, fund, develop, and ultimately implement a regional transit system serving the Central Oklahoma region. The Authority is governed by a seven-member Board representing its three member cities: Oklahoma City, Norman, and Edmond.

Since its formation, ONE Transit has focused on building a strong planning and technical foundation for a regional transit system. In 2021, the Authority adopted a comprehensive Transit System Plan identifying four key regional corridors designed to connect major activity centers across the region. Subsequent planning efforts advanced these corridors through alternatives analysis, resulting in the adoption of Locally Preferred Alternatives (LPAs) for priority corridors. These efforts reflect a deliberate, phased approach to developing a high-capacity transit system that builds upon existing local transit services and responds to regional growth, evolving mobility needs, and increasing demand for multimodal transportation options.

ONE Transit has developed major planning documents, conducted stakeholder engagement, and coordinated with member cities and partner agencies. We are now transitioning from long-range planning into a critical phase focused on implementation readiness. This next phase includes advancing project development, aligning funding strategies, coordinating across jurisdictions, and preparing for voter consideration of a dedicated regional funding source to support system implementation.

Additional information regarding ONE Transit, including prior planning efforts, system vision, and regional corridors, is available on the ONE Transit website at: www.onetransit.org. Proposers are encouraged to review this information to better understand the program context and prior work.

PROGRAM OVERVIEW

ONE Transit is seeking program management and advisory support to guide the organization from planning phase into full implementation readiness. The scope of work is focused on establishing the program structure, sequencing, and coordination required to deliver a

complex, multi-phase regional transportation program.

The selected consultant is expected to serve as a program integrator, providing the framework, alignment, and oversight necessarily needed to coordinate planning, funding, technical, and implementation activities across the entire program. Key responsibilities include:

- Developing integrated, cross-program work plans
- Aligning funding strategies with technical and project planning efforts
- Defining, prioritizing, and preparing procurement packages
- Advancing project development activities to meet federal, state, and local requirements
- Establishing organizational readiness processes, tools, and structures to support implementation

The critical objective of this engagement is to ensure that the program is positioned to move efficiently into execution should voters approve dedicated funding. This includes the ability to initiate priority procurements, mobilize early implementation activities, and support a timely launch of program elements.

Definitions

“Consultant” refers to the firm selected through this RFP, including the prime firm and any approved subconsultants.

“Deliverables” refer to all work products, materials, analyses, and outputs produced by the Consultant under this contract.

“Program” refers to the coordinated set of planning, funding, technical, procurement, and organizational activities required to advance the ONE Transit System Plan from planning into implementation. This includes both major capital investments (e.g., corridor projects) and near-term service enhancements, as well as the supporting activities necessary to prepare for and initiate implementation.

“Projects” refer to individual capital investments or service initiatives delivered as part of the broader program.

“Workstreams” refer to the major functional areas of work defined in this Scope of Services, including program management, planning, funding, technical planning, procurement, organizational readiness, and on-call support, which together comprise the overall program effort.

“Year 1” refers to the initial contract period, beginning upon contract execution, which includes both pre-referendum activities focused on program readiness and post-referendum activities focused on implementation readiness and advancement of priority initiatives, if voter approval of a dedicated funding source is obtained.

III. SCOPE OF SERVICES

1.0 Program Management, Controls & Reporting

Scope

The consultant shall provide comprehensive program management, controls, and reporting to ensure effective coordination, visibility, and accountability across all deliverables (work products) and tasks included in this Request for Proposal. This includes facilitating alignment among all defined areas and associated workstreams, as well as participating consultants and partner agencies.

Services may include, but are not limited to:

- Maintenance and refinement of an integrated program schedule that reflects key milestones, dependencies, and critical path activities across all project workstreams associated with the Scope of Services
- Implementation of program management and control processes to monitor schedule, budget, and overall program performance
- Establishment of reporting processes and tools to communicate progress, risks, issues, and key decisions to ONE Transit leadership
- Coordination of activities across all deliverables, associated workstreams, consultants, and partner agencies to maintain alignment with program priorities, sequencing, key decisions, and timelines
- Maintenance of program documentation and records, including action items, decisions, and key deliverables
- Development and maintenance of a program-level risk register, including identification, tracking, and escalation of key risks, issues, dependencies, and potential impacts to program schedule, funding, and implementation
- Support for preparation and facilitation of Committee, Board, and/or leadership work sessions, which may include development of materials, presentation support, and documentation of key decisions and direction
- Development and ongoing refinement of a phased program work plan, including:
 - Detailed work plan for Year 1
 - High-level work plan for Year 2
 - Conceptual roadmap for Years 3 through 10

Expectations

- Work plans and program tracking shall identify risks, constraints, and potential gaps, along with proposed mitigation approaches for consideration by ONE Transit leadership

- The consultant shall:
 - demonstrate the ability to manage multiple concurrent workstreams with interdependencies
 - provide proactive program management support, focused on advancing work and maintaining alignment across all associated workstreams
 - establish and maintain program controls and tracking mechanisms to support visibility, accountability, and performance management
 - provide clear, structured reporting on progress, risks, issues, and key decisions to support oversight by ONE Transit leadership

2.0 Program Planning & Work Plan Development

Scope

The consultant shall support the development of program plans and work planning activities necessary to advance ONE Transit's near-term priorities and support preparation for longer-term implementation activities.

Services may include, but are not limited to:

- Development of a phased program work plan, including:
 - Detailed work plan for Year 1, aligned with anticipated program priorities and milestones
 - High-level work plan for Year 2, identifying key focus areas and sequencing considerations
 - Conceptual roadmap for Years 3 through 10, reflecting major program phases, including planning, funding, and implementation
- Support in organizing and sequencing program activities to align with:
 - funding strategy
 - procurement needs
 - technical studies
 - key decision milestones
- Development of a decision-support and evaluation framework to assist ONE Transit in assessing priorities, tradeoffs, and sequencing across program elements, including consideration of factors such as cost, feasibility, funding alignment, implementation timing, and organizational readiness

- Development of implementation planning frameworks for near-term initiatives (e.g., service enhancements/improvements for existing transit systems in the region) including coordination with member cities and partners
- Identification of resource and staffing needs required to support near-term implementation activities, including:
 - Identification of key positions and functional roles needed in Years 1 and 2 following potential approval of a dedicated funding source
 - Development of a phased staffing approach aligned with program timing, funding availability, and implementation sequencing
 - Identification of functions to be performed by ONE Transit staff, member agencies, and consultants or contractors
- Development of long-range program frameworks, including identification of major milestones and decision points

Expectations

- The consultant shall have the ability to sequence complex, interdependent activities across multiple time horizons and Deliverables
- Work planning shall reflect both pre-referendum readiness activities and post-referendum implementation needs, including the ability to transition efficiently between phases based on funding outcomes
- Work plans shall be realistic, phased, and aligned with available resources and program readiness
- Year 1 work planning shall be actionable and implementation-oriented, while planning for future years shall remain appropriately high-level

3.0 Funding Planning & Alignment

Scope

The consultant shall provide funding planning support services to assist ONE Transit in developing, refining, and aligning funding strategies necessary to advance near-term priorities and support long-term program implementation. Funding planning activities shall be closely coordinated with technical planning and project development efforts to ensure projects are advanced in alignment with funding requirements and program priorities.

Services may include, but are not limited to:

- Support in the development and refinement of a multi-year funding strategy, including identification of potential federal, state, local, and partner funding sources

- Coordination with ONE Transit's financial consultant and economist to ensure alignment between funding strategy, cost estimates, and economic assumptions
- Development of funding and financial planning frameworks that align anticipated revenues with program needs, including capital and operating considerations
- Support in preparing for entry into and advancement through federal funding programs, including the Federal Transit Administration's (FTA) Capital Investment Grants (CIG) program
- Assistance in the development of funding plans and supporting materials, including inputs for grant applications, partner discussions, and funding agreements
- Support in evaluating the timing and availability of funding sources relative to program sequencing and implementation needs
- Support the use and integration of funding projections and cash flow considerations provided by ONE Transit and its financial advisors, including coordination to ensure alignment with implementation timing, right-of-way acquisition, and staffing needs

Expectations

- Funding planning shall be realistic, phased, and aligned with program readiness and implementation timing, with recognition that more detailed financial planning will occur in later phases
- The consultant shall have the ability to align funding strategies with program sequencing, procurement, and technical planning activities
- The consultant shall support identification of funding constraints and potential gaps, and their implications for program priorities and sequencing
- Funding planning activities shall consider federal eligibility requirements and ensure that program assumptions, phasing, and project development approaches remain consistent with potential funding pathways.

4.0 Technical Planning & Project Development Support

Scope

The consultant shall provide technical planning and project development support services necessary to advance ONE Transit's near-term priorities and position projects for future funding and implementation.

Services may include, but are not limited to:

- Support in the evaluation and refinement of service enhancement and improvement concepts, ensuring alignment with the overall program vision and funding strategy

- Development of planning-level technical analyses to support decision-making, including:
 - feasibility assessments
 - conceptual cost inputs
 - service and operational considerations
- Support in advancing projects toward federal funding readiness, including coordination of activities required for entry into and progression through programs such as the FTA's Capital Investment Grants (CIG) program
- The consultant shall ensure that technical planning and project development activities are conducted in a manner that maintains eligibility for applicable federal funding programs, including alignment with relevant FTA requirements.
- Assistance in defining technical scope and identifying required studies and analyses needed to advance projects (e.g., environmental review, conceptual engineering, etc.), including coordination with future consultant procurements
- Support in coordinating and reviewing environmental and preliminary design activities, as needed, to maintain alignment with program schedule and funding strategy
- Identification of technical risks, constraints, and dependencies that may impact project delivery, funding eligibility, or implementation timing
- Facilitate project-level coordination among member cities, transit operators, MPO, and partner agencies, including organizing meetings, documenting decisions, and tracking action items, while identifying conflicts, constraints, and interdependencies and ensuring alignment with partner priorities to support feasible and implementable projects

Expectations

- Technical support in Year 1 shall be focused on planning-level analysis, project definition, and funding readiness, rather than detailed design, engineering, or implementation
- Technical work shall be aligned with funding strategy and program sequencing, ensuring projects are advanced in a manner consistent with funding requirements and priorities
- The consultant shall demonstrate the following abilities:
 - Coordinate technical activities performed by others and shall not duplicate or replace specialized engineering or environmental consultants

- Integrate technical, financial, and programmatic considerations in advancing projects
- Coordinate project-level planning efforts across multiple agencies and operators, ensuring that proposed service enhancements and projects within existing transit systems are aligned with and complementary to ONE regional Transit System Plan

5.0 Procurement Planning Support

Scope

The consultant shall provide procurement planning support services to assist ONE Transit in defining scopes of work, sequencing procurements, and preparing for the timely initiation of procurements necessary to advance the program.

Services may include, but are not limited to:

- Support in identifying and sequencing procurements required to advance program priorities, aligned with funding strategy, technical planning, and overall program timing
- Assistance in developing clear, coordinated scopes of work for consultant services and technical studies, at a level of detail appropriate to support procurement readiness, aligned with program priorities and sequencing
- Assistance with high-level cost estimating and level-of-effort development to inform procurement planning and budgeting
- Support in preparing ONE Transit for the timely initiation of priority procurements following a potential voter approval of a dedicated funding source, including development of procurement-ready scopes and sequencing to support immediate post-approval initiation
- Support in identifying right-of-way and real estate acquisition needs, including coordination with program timing and funding considerations

Expectations

- The consultant shall provide procurement planning support only and shall not serve as the procuring authority or manage procurement processes
- Procurement planning shall be aligned with program priorities, funding strategy, and technical planning efforts, and focused on defining clear scopes of work and appropriate timing for procurements
- The consultant shall develop clear, coordinated scopes of work and identify appropriate sequencing for procurement initiation

6.0 Organizational Readiness & Staffing Framework

Scope

The consultant shall provide organizational readiness and staffing planning support to assist ONE Transit in preparing for implementation following potential voter approval of a dedicated funding source.

Services may include, but are not limited to:

- Development of a recommended organizational framework to support program implementation, including identification of key functional areas and roles
- Preparation of a high-level organizational structure, including a minimum viable organizational framework to support immediate post-approval implementation
- Identification of staffing needs and core functions required to support near-term implementation activities in Years 1 and 2
- Identification of staffing timing, lead times, and critical path dependencies required to support implementation readiness
- Development of a phased staffing approach aligned with program timing, funding availability, and implementation sequencing
- Identification of functions and roles to be performed by ONE Transit staff, member agencies, and consultants or contractors
- Identification of organizational risks, gaps, and dependencies that may impact readiness for implementation

Expectations

- The consultant shall provide organizational readiness and staffing planning support only, and not define final organizational policy or staffing decisions
- Organizational recommendations shall be scalable and aligned with program growth, funding availability, and implementation timing, and shall clearly define roles, responsibilities, and functional relationships
- The consultant shall demonstrate the ability to align organizational structure and staffing needs with program priorities and deliverables
- Staffing recommendations shall focus on program management, planning, coordination, and oversight functions, and not include detailed service delivery or operations staffing

7.0 On-Call / Additional Program Support

Scope

The consultant may be requested to provide additional program management, planning, or

advisory support services on an as-needed basis to address emerging needs or supplemental activities not specifically identified in this Scope of Services.

Such services may include, but are not limited to:

- Provision of subject-matter expertise in areas such as funding, federal requirements, operations, service planning, or program implementation
- Support for special studies, analyses, or planning efforts that arise during the course of the program
- Assistance with preparation of materials, presentations, or briefings for leadership, partner agencies, or external stakeholders
- Support for coordination, planning, or analysis activities not otherwise defined within the core scope
- Other program-related support services as requested by ONE Transit to advance program objectives

Expectations

- All on-call services shall be initiated and authorized by ONE Transit through defined task orders or written direction
- Tasks shall be clearly scoped, with defined deliverables, schedule, and level of effort, prior to initiation
- On-call services shall be scalable and used judiciously, and shall not be used to expand the core scope of work without appropriate authorization

8.0 Community Outreach & Public Engagement Support (Add-Alternate)

ONE Transit has established communications and public engagement resources in place; however, as engagement activities expand, additional support may be required to supplement these efforts.

ONE Transit reserves the right to include or exclude add-alternate services at the time of award or during contract execution.

Scope

The consultant shall provide support for community outreach and public engagement activities to assist ONE Transit in supporting public awareness and stakeholder understanding of the program. Activities shall be coordinated with ONE Transit and its communications partners to ensure consistency with established messaging and roles.

Services may include, but are not limited to:

- Development and implementation of a Quality Management Plan (QMP) appropriate to the scope of work, outlining internal review processes and coordination across subconsultants

- Support in planning and coordinating public engagement activities and events, in collaboration with ONE Transit staff and communications partners
- Assistance in preparing informational materials and presentations, in coordination with ONE Transit and its communications partners
- Coordination with member cities, partner agencies, and communications teams to ensure consistency and alignment of information shared with the public
- Support in organizing and facilitating targeted stakeholder meetings, including community groups, local organizations, and partner entities
- Assistance in documenting public feedback and stakeholder input, and summarizing key themes and insights to inform program planning, decision-making, and refinement of program priorities
- Support in maintaining alignment between public engagement activities and ongoing technical planning, funding, and program development efforts

Expectations

- The consultant shall provide support for public engagement and education activities and shall not engage in advocacy, campaign-related efforts, or message development outside of established communication strategies
- All outreach and engagement activities shall be coordinated with ONE Transit's communications partners and aligned with established messaging and communication strategies
- Outreach efforts shall be informational, clear, and accessible, supporting public understanding of program elements, timelines, and decisions
- The consultant shall demonstrate the ability to translate technical and program information into clear, audience-appropriate materials

GENERAL EXPECTATIONS

The following expectations apply to all services described in the Scope of Services:

- The consultant shall support and operationalize direction established by ONE Transit leadership and shall not serve as the decision-making authority. ONE Transit retains decision-making authority for all program, funding, and procurement-related matters.
- Work products shall be clear, concise, decision-oriented, and suitable for executive and Board-level use, and shall identify key assumptions, risks, constraints, and recommended next steps

- Work efforts shall be appropriately scaled to program phase, complexity, and available resources, and shall avoid premature or unnecessary activities prior to voter approval of a dedicated funding source
- The consultant shall coordinate across deliverables and associated workstreams to maintain alignment with program priorities, sequencing, and timelines, and shall proactively identify issues, gaps, and risks and provide recommendations for resolution
- The consultant shall implement appropriate quality management practices, including internal review and quality control processes, and shall be responsible for the quality and coordination of work performed by all subconsultants

KEY OUTCOMES

The consultant's work shall support the following key outcomes:

- Identification of a clear, near-term implementation package for Year 1
- Development of recommendations structured to reflect realistic funding scenarios and constraints
- Provision of underlying data, assumptions, and supporting analyses used to inform recommendations
- Recommendations that are operationally feasible and implementable within the regional transit context

IV. PROPOSAL FORMAT

All proposals shall include the following minimum information:

A. Description of Organization, Management and Team Members

Provide a description of the team/consultant organization. Proposers shall identify key personnel proposed for this project, including their roles and responsibilities. ONE Transit places a high value on the qualifications and availability of proposed key personnel. Proposers should ensure that individuals identified as key personnel are reasonably expected to be available for the duration of the project. Any anticipated changes to key personnel should be clearly described in the proposal.

Following selection, any substitutions of key personnel are expected to be coordinated with and approved by ONE Transit.

Subconsultants

Proposers shall identify all subconsultants proposed to support the Scope of Services and clearly describe their roles and responsibilities.

- All subconsultants shall be subject to review and approval by ONE Transit
- The Prime Consultant shall remain fully responsible for the work and performance of all subconsultants
- Any addition or substitution of subconsultants after contract award shall require prior written approval from ONE Transit
- Fees for subconsultant services shall be subject to negotiation and approval by ONE Transit

B. Organization Qualifications

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

Response Requirements

Proposers shall describe their approach to supporting both pre-referendum program readiness and post-referendum implementation, including how work efforts, priorities, and staffing would evolve across these phases.

Proposers shall identify the key activities that should be completed prior to a referendum to ensure readiness for timely implementation following potential approval of a dedicated funding source, while avoiding premature or unnecessary effort. Activities should address, at a minimum:

- Program planning
- Procurement readiness
- Technical scoping
- Organizational preparation

Sample Work Plan

Proposers shall provide a sample program work plan demonstrating their approach to organizing, sequencing, and executing the Scope of Services.

The sample work plan shall include, at a minimum:

- Key tasks and activities by phase or workstream
- Sequencing and dependencies

- Identification of critical path activities
- Identification of responsible parties
- Major milestones and timeline
- Key assumptions underlying the work plan (e.g., schedule, funding timing, or referendum timing)
- Distinction between pre-referendum and post-referendum activities

The sample may be illustrative but should reflect the proposer's understanding of the Scope of Services and approach to delivering the work. Proposers should reflect both pre-referendum readiness and post-referendum implementation considerations in their sample work plan.

Anticipated Work Products

Work products under this contract may include, but are not limited to:

- Program work plans and implementation roadmaps
- Technical memoranda and planning-level analyses
- Procurement planning materials, including scopes of work and sequencing recommendations
- Funding strategy materials and supporting analyses
- Organizational and staffing frameworks
- Presentation materials for ONE Transit leadership, Board, and stakeholders
- Coordination summaries, meeting materials, and decision documentation

All work products shall be provided in formats suitable for use by ONE Transit and its partners.

C. References, Related Experience, and Examples of Work

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

D. Fee Schedule

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

The estimated budget for Year 1 of this contract is \$350,000 to \$500,000. This range is provided for planning purposes only and does not guarantee a minimum or maximum contract value.

Proposers shall provide a detailed cost proposal that includes, at a minimum:

- Cost by task or major work element
- Labor hours by staff or labor category
- Hourly billing rates for all proposed personnel

Proposers shall ensure that the proposed level of effort is aligned with the Scope of Services and reflects a clear understanding of the work required. Proposers shall also identify any key assumptions used in developing the cost proposal.

Proposers shall clearly identify all costs associated with subconsultants, including labor hours, billing rates, and any applicable markups. Subconsultant costs shall be included in the overall cost proposal and are subject to review and approval by ONE Transit.

CONTRACT TERMS

The anticipated contract term is one (1) year, with the option to renew for additional terms at the discretion of ONE Transit. Work may be authorized through task orders or written direction, as applicable.

E. Required Forms

Submit all Required Forms (Attachments B-H)

V. SELECTION PROCESS

A. Qualifications

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

B. Selection Criteria

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

Proposals will be evaluated based on the following criteria:

- Project Understanding & Approach (25%)
 - Understanding of ONE Transit's program and current phase
 - Approach to structuring and sequencing the program
 - Approach to pre-referendum readiness and post-referendum transition

- Alignment with Scope of Services and Key Outcomes
- Program Management & Work Planning Approach (25%)
 - Approach to developing and maintaining a phased program work plan
 - Ability to manage interdependencies across workstreams
 - Approach to program controls, coordination, and reporting
 - Ability to translate planning into actionable implementation steps
- Technical, Funding, and Implementation Integration (20%)
 - Approach to integrating technical planning, funding strategy, and program sequencing
 - Ability to align recommendations with funding constraints and timing
 - Demonstrated understanding of implementation feasibility
 - Ability to support advancement toward funding readiness
- Sample Work Plan (15%)
 - Clarity and organization of tasks and sequencing
 - Identification of dependencies and critical path
 - Alignment with pre- and post-referendum phases
- Team & Experience (15%)
 - Relevant experience on similar programs
 - Qualifications of key personnel
 - Experience transitioning from planning to implementation
 - Ability to work in multi-agency environments
 -

MINIMUM QUALIFICATIONS

Proposers must meet the following minimum qualifications to be considered responsive:

- Demonstrated experience providing program management, planning, or advisory services for complex, multi-stakeholder infrastructure or transportation programs
- Experience supporting projects involving multiple agencies, jurisdictions, or partner organizations
- Demonstrated experience supporting programs involving planning, funding, and implementation readiness activities, including experience with complex federal funding programs (e.g., FTA, FRA, or similar)
- Availability of qualified key personnel with relevant experience in program management, planning, and coordination, who are committed and available to support the project in accordance with the proposed schedule and anticipated timeline

- Ability to comply with all applicable federal, state, and local requirements, including organizational conflict of interest provisions

VI. PROPOSAL INSTRUCTIONS AND GUIDELINES

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

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

VII. ANTICIPATED TIMELINE

May 27, 2026	Issue Request for Proposals – First Advertisement Date
June 3, 2026	Second Advertisement Date
June 18, 2026 9:00 a.m. – 10:00 a.m.	Pre-proposal conference, ONE Transit, 431 W. Main St., Suite B, Oklahoma ONE Transit, OK 73102. Attendance is encouraged, but not a requirement for proposal. This meeting will also be available virtually +1 (405) 534-4946 Phone Conference ID: 943 688 854#. All callers on the conference call will be muted but may submit questions in writing until 5:00 p.m. on June 18 to procurement@onetransit.org .
June 18, 2026 5:00 p.m.	Questions regarding proposal due
June 25, 2026 5:00 p.m.	ONE Transit will post responses to questions at www.onetransit.org
July 9, 2026 5:00 p.m. CST	PROPOSALS DUE electronically to procurement@onetransit.org
July 23, 2026 8:00 a.m. – 1:00 p.m.	ONE Transit to conduct selection interviews (if needed)
August 19, 2026	Award of Agreement
August 31, 2026 or later	Notice to proceed

VIII. CONSULTANT REQUIREMENTS

1. All communications, of any nature with respect to this RFP, shall be to ONE Transit Director of Strategic Initiatives. Under no circumstances shall any prospective bidder or respondent discuss this solicitation or their anticipated response with any member or potential member of the ONE Transit Board of Directors, the Evaluation Committee, or ONE Transit/COTPA staff.
2. Respondent shall provide a statement as an addendum to its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) affected by any ONE Transit employee, officer, agent, or Board member; any member of these entities' immediate family, partner, or organization that employs, or is about to employ, any of the above, and which is related to the work under this solicitation.
3. Respondent and all sub-consultants, at its sole expense, shall obtain and maintain during the term of any agreement all appropriate permits, certificates, and licenses which will be required in connection with the performance of services hereunder.
4. Respondent will comply with all federal laws, regulations, requirements, terms, and conditions provided in Exhibit E (Federal Terms and Conditions) attached hereto.
5. This RFP, its addenda, along with all documents provided by the successful respondent(s) will become part of the awarded contract and subject to the terms and conditions of the contract.

6. All costs related to the preparation of the proposal and any related activities such as interviews are the sole responsibility of the respondent. ONE Transit assumes no liability for any costs incurred by respondent during the selection and contract negotiation process. Respondent shall not include any expenses as part of the price proposed in response to the RFP. Each respondent shall hold ONE Transit harmless and free from all liability, claims, or expenses incurred by, or on behalf of, any person or organization responding to this RFP.
7. Proposals and their content become property of ONE Transit, are treated as non-public records until the contract has been executed by all necessary officials of the respondent and ONE Transit, and are subject to the Oklahoma Open Records Act.
8. Notice to Proceed will be issued by ONE Transit Director of Strategic Initiatives after contract execution. Authorization to begin work from any other source is invalid and will result in non-payment for services provided prior to authorized notification to begin work.
9. All protests with respect to this solicitation must be in writing and received by ONE Transit within 7 days of contract award. Any protest not set forth in writing within the 7-day period is null and void and will not be considered. Deliver a copy of any protest to:

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

IX. ONE TRANSIT RIGHTS

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

X. EXHIBITS

- A.** Sample Master Service Agreement
- B.** Required Forms

- C.** Insurance Requirements
- D.** Federal Terms and Conditions
- E.** Cover Page
- F.** Consultant Proposed Staffing Plan
- G.** Letter of Authorization
- H.** ANTI/NON-COLLUSION AFFIDAVIT

EXHIBIT A

SAMPLE PROFESSIONAL SERVICES AGREEMENT FOR PROGRAM MANAGEMENT SERVICES AND ADVISORY SERVICES

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

RECITALS

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

AGREEMENT

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

1. TERM

The term of this Agreement shall become effective upon execution by the last Party hereto ("Effective Date") and shall be in effect be two (2) years unless sooner terminated pursuant to the provisions of this Agreement.

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

2. COMPENSATION

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

b. **Invoicing Procedures & Records**

- i. Monthly on the twenty-fifth (25th) calendar day of each month, *Provider* shall submit invoices to ONE Transit Director of Strategic Initiatives for payment in the form specified by ONE Transit. Such invoices must be received by ONE Transit Director of Strategic Initiatives no later than the twenty-fifth (25th) calendar day of the month to ensure *Provider's* invoice will be included with ONE Transit Owner's Representative's month-end submission to ONE Transit. Any invoices received after the twenty-fifth (25th) calendar day of the month will be processed in the following accounting period. The amount invoiced shall cover time and materials incurred by *Provider* in performance of a Task Order during the preceding accounting period. Supporting documentation for all fees and costs contained in the invoice will be submitted with each invoice.
- ii. ONE Transit Director of Strategic Initiatives and ONE Transit shall have the right to disapprove specific elements of each invoice. ONE Transit Director of Strategic Initiatives shall provide, in writing, such disapproval to the Provider within twenty (20) business days of invoice submittal. Approval by and ONE Transit shall not be unreasonably withheld. ONE Transit will pay invoices approved and submitted by ONE Transit Director of Strategic Initiatives at the next board meeting, but no more than sixty (60) days from receipt.
- iii. The Provider shall submit with each invoice cost documentation related to the performance of labor services under this Contract, as well as receipts or other adequate documentation for non-labor expenses. Upon the request of ONE Transit Owner's Representative, written or electronic data supporting the labor services and written estimates and actual costs and information in support thereof shall be made available within a reasonable time during the Contract period and for a period of three (3) years thereafter. The Provider shall make

such documents available for inspection and copying by ONE Transit whenever requested by ONE Transit.

- iv. The Provider may seek reimbursement for food purchased from its employees while in travel status for work pursuant to this Agreement. Reimbursement will be made for the actual amount claimed up to the federal per diem rate as published by the General Services Administration (GSA) recommended by the IRS. The maximum allowable will be the Meals and Incidental Expenses (ME&I) rate of the GSA. Claims for such reimbursement shall be submitted on a form listing: (1) the date and place of expenses, (2) purpose of the trip, and (3) name of the person on the trip, and will include a detailed or itemized receipt or documentation. Additionally, ONE Transit requires the Provider to maintain detailed source documentation that can be verified through the audit process. Summary credit card receipts, which contain only the cost and tip are not considered to be detailed receipts. Actual costs for alcohol and tobacco must be clearly segregated and removed from meal costs; the use of estimates is unacceptable.

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

3. SERVICES TO BE PERFORMED

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

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

4. TIME IS OF THE ESSENCE

Provider and ONE Transit agree that time is of the essence regarding the performance of this Agreement and the timing requirements set forth herein and in each Task Order shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Provider shall commence performance and shall complete all required services no later than the dates set forth in each Task Order. Any services for which times for performance are not specified in this Agreement or

a Task Order shall be commenced and completed by Provider in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Provider by ONE Transit. Provider shall submit all requests for extensions of time to ONE Transit in writing no later than ten (10) days after the start of the condition which Provider claims justifies such extension and not later than the date on which performance is due.

5. STANDARD OF CARE

Provider shall comply with all applicable legal requirements, including, without limitation, all federal, state and local laws (including ordinances and resolutions), whether or not expressly referred to in this Agreement. Provider shall perform services under this Agreement using a standard of care equal to the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Provider, performing under circumstances similar to those required by this Agreement.

6. AUTHORIZED REPRESENTATIVES

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

7. INDEPENDENT PARTIES

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

8. NON-DISCRIMINATION

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

violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS

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

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

10. INSURANCE

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

11. COMPLIANCE WITH FEDERAL TERMS

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

12. CONFLICT OF INTEREST

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

13. PROHIBITION AGAINST TRANSFERS

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

b. The sale, assignment, transfer, or other disposition of any of the issued and outstanding

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

14. PERMITS AND LICENSES

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

15. INFORMATION AND OWNERSHIP OF WORK PRODUCTS

a. ONE Transit has used reasonable efforts to deliver to Provider information necessary for Provider's performance of services under this Agreement. If Provider believes additional information is required, Provider shall promptly notify ONE Transit and ONE Transit will deliver to Provider all requested information in ONE Transit's possession to the extent permitted by applicable law. Provider shall not claim delay in performance of work due to lack of information if additional information was not timely requested by Provider from ONE Transit within seven (7) business days from the date of ONE Transit's final Task Order.

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

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

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

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

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

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

16. PROVIDER RECORDS

- a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by ONE Transit that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").
- b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of ONE Transit or its designees during regular business hours upon reasonable prior notice. ONE Transit has the right to examine and audit the Records, and to make copies or transcripts thereof as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of five (5) years after receipt of final payment.
- c. If supplemental examination or audit of the Records is necessary due to concerns raised by ONE Transit's preliminary examination or audit of records, and the ONE Transit's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse ONE Transit for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES

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

For ONE Transit

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

With copy to:

ONE Transit Director of Strategic Initiatives
ATTN: Suzanne Wickenkamp
2000 S. May Avenue

Oklahoma City, OK 73108
suzanne.wickenkamp@okc.gov
405-206-0366

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

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

18. SAFETY

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

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

19. TERMINATION

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

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

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

Section 18.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEYS' FEES

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

21. COMPLIANCE WITH ALL APPLICABLE LAWS

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

22. CONFLICT OF LAW

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

23. WAIVER

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

24. INTEGRATED CONTRACT

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

25. CAPTIONS

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

26. COUNTERPARTS

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

27. SIGNATORY

By signing this Agreement, signatory warrants and represents that he/she executed this

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

28. CONTROLLING AGREEMENT

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

SAMPLE

Note: The owner or an authorized officer or agent of the Services Provider must sign this document. A Letter of Authorization is required for any signatory other than the individual Services Provider, owner of a sole proprietorship, or an officer whose authority is established by law. For instance, if a Salesman signs this Professional Services Agreement, a Letter of Authorization is required.

Services Provider's Name

Print Name of Services Provider's Authorized Officer or Agent

Title

Signature of Services Provider's Authorized Officer or Agent

Date

Services Provider's Address

City

State

Zip Code

Services Provider's Telephone Number

Email

APPROVED and **EXECUTED** by The Regional Transportation Authority of
Central Oklahoma doing business as One Transit, referred to as "One Transit" Hereon this

20th day of May 2026.

ATTEST:

ONE Transit

bur
[Signature]

Chuck Thompson, Secretary



[Signature]

Brad Henry, Chairperson

REVIEWED for form and legality.

[Signature]

Assistant Municipal Counselor

EXHIBIT B REQUIRED FORMS

FORM A-20 CONTRACT AWARD OFFER AND ACCEPTANCE FORM Include in Request for Proposals

RFP NUMBER: _____ GRANT NUMBER: _____

PROJECT TITLE: _____

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

OFFER

By execution below the Offeror _____ hereby offers to furnish equipment and services for \$ _____ as specified in the ONE Transit 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, ONE Transit accepts Offer as indicated above.

Name (Executive Director)_____
Signature

Date of Award: _____

A-20

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Required Contractor & Subcontractor Information

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

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

DBE Name			
DBE Address1			
City			
State			
Zip Code			
Contact Name			
Contact Phone Number			
Contact E-Mail Address			
Participation % of Total Contract Value			
Description of Work to Be Performed			
Race and Gender of DBE Owner			

LETTER OF INTENT TO SUBCONTRACT

Name of bidder/offeror _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Telephone: _____

Name of DBE firm _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Telephone: _____

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

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ _____

Bidder/offeror: _____
(Signature) (Title)

Affirmation

The above- named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

DBE: _____
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, and all representations in this Letter of Intent and Affirmation shall be null and void.

CERTIFICATE OF NON-DISCRIMINATION

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

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

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

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

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

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

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

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

Attest: (Corporate Seal)

Name of contractor/sub-contractor

Signature of contractor/sub-contractor's Authorized Agent

Name and title of Authorized Agent

The following statement must be executed.

State of _____)
nty of _____) §Cou

Subscribed and sworn before me this _____ day of _____, 2023

Notary Public _____

Notary Number _____

My Commission Expires: _____

Company Name _____

Signature _____

Title _____

Date _____

DBE QUALIFICATION FORM

_____ Is your firm certified as a DBE with the Oklahoma Department of Transportation (ODOT)?

In order to apply for certification as a Disadvantaged Business Enterprise (DBE), your firm *must* meet the following eligibility criteria stated in 49 CFR Part 26:

The disadvantaged individual must be a U.S. citizen (or resident alien) and be a member of the following socially or economically disadvantaged group:

- a. African American
- a. Hispanic American
- b. Native American
- c. Asian-Pacific American
- d. Subcontinent-Asian American
- e. Woman

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

_____ Others certified as disadvantaged (an individual who is not a member of the groups listed above can still be certified as a DBE by establishing their socially disadvantaged status).

_____ The disadvantaged individual must have a personal net-worth (PNW) of less than \$1,320,000. Items excluded from a person's net worth calculation include an individual's ownership interest in the applicant firm, and his or her equity in their primary residence.

_____ The firm must be a for-profit small business where socially and economically disadvantaged DBE owner(s) own at least a 51% interest, and have managerial and operational control of the business operations; the firm must not be tied to another firm in such a way as to compromise its independence and control.

_____ The socially and economically DBE owner(s) must possess the power to direct or cause the direction to the management and policies of the firm and to make day-to-day, as well as long-term decisions on matters of management, policy and operations.

_____ If state or local law requires the persons to have a particular license or other credential in order to own and/or control a certain type of firm, then the socially and economically disadvantaged persons who own and control a potential DBE firm of that type must possess the required license or credential. (This rule varies from state to state. For example, if your state allows someone else to qualify your business then you should be able to certify your firm without possessing the particular license or credential on your own).

Contact Oklahoma Department of Transportation (ODOT) at 405 – 521 - 6046 if you need information regarding DBE Certification.

Please print the following information:

Firm Name _____

Authorized Signature _____

Title _____ Date _____

Obtaining Certification as a DBE

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

If you need information regarding DBE Certification, contact:

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

Please print the following information:

Firm Name

Authorized Signature

Title

Date

DISADVANTAGED BUSINESS ENTERPRISE (DBE) NOTICE TO BIDDER/OFFERORS

Each bidder shall comply with all rules and regulations promulgated by the Federal Transit Administration of the U.S. DOT regarding participation of Disadvantaged Business Enterprises in contracting opportunities created by any contract awarded under this solicitation. Each bidder must submit the appropriate, prepared, and signed DBE certification. DBE Certification for Non-Rollingstock: Appendix 9 I; DBE Certification for Rollingstock: Appendix 9 J (Required) Contract Assurance 026.13) — The overall DBE goal is % and the contract DBE goal is % The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but not limited to:

- (1) Withholding monthly progress payments
- (2) Assessing sanctions
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

Company Name _____

Signature _____

Title _____

Date _____

EXHIBIT C INSURANCE REQUIREMENTS

Insurance Requirements. SERVICE PROVIDER shall procure and maintain insurance at its own expense against claims which may arise from or in connection with the performance of the services hereunder by SERVICE PROVIDER, its officers, employees, agents, or subcontractors.

Minimum Coverage. Coverage shall include the following policies with limits at least as broad as that set forth:

- A. Commercial General Liability Insurance
Commercial general liability insurance coverage, including claims for products and completed operations, property damage, bodily injury and personal and advertising injury, with limits not less than one-million dollars (\$1,000,000) per occurrence.
- B. Automobile Liability Insurance
Automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles with limit no less than one-million dollars (\$1,000,000) per occurrence for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) Insurance
Professional liability (errors and omissions) insurance appropriate to SERVICE PROVIDER's profession, with limit no less than one-million dollars (\$1,000,000) per occurrence.

Duration of Coverage. All insurance required under this Agreement shall be procured and maintained in full force and effect:

- A. Prior to and as a condition of approval of this Agreement; and
- B. For the duration of this Agreement.

In the event SERVICE PROVIDER procures and maintains professional liability insurance in the form of "claims-made" coverage, SERVICE PROVIDER will provide professional liability tail coverage that extends at least two (2) years past the expiration of this Agreement.

Additional Insureds. All insurance (except professional liability) shall provide that ONE Transit is a named additional insured without reservation or restriction.

Certifications and Endorsements. SERVICE PROVIDER shall provide ONE Transit with certificates of insurance and endorsement pages evidencing compliance with the terms of this Agreement prior to and as a condition of approval of this Agreement and on a timely basis upon request by ONE Transit for the duration of this Agreement. Certificates of insurance will list ONE Transit as certificate holders and reflect in the "DESCRIPTION OF OPERATIONS" field: "Additional insured(s) on the listed policies are those required in the contract." The "DESCRIPTION OF OPERATIONS" field must also include the project number and project description or name.

Confirmation Authority. SERVICE PROVIDER authorizes ONE Transit to confirm SERVICE PROVIDER's insurance compliance with its insurance agents, brokers, surety, and carriers.

Authorized Companies. All insurance must be from responsible insurance companies which are licensed to transact business in the state of Oklahoma and are acceptable to ONE Transit. The

insurance policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of the State of Oklahoma.

Primary. All insurance coverage of SERVICE PROVIDER shall be primary to any insurance or self-insurance program carried by ONE Transit.

Deductibles. All policies must be fully insured with any single policy deductible not exceeding twenty-five thousand dollars (\$25,000). All deductibles must be declared on the certificate of insurance. If no deductible is declared, SERVICE PROVIDER is affirming a deductible does not exist and thus a deductible is not approved or accepted. If SERVICE PROVIDER's deductible is different than declared, then ONE Transit will hold an equal amount from pay claims until ONE Transit has a retainage sufficient to cover the deductible.

Occurrence Policies. All policies shall be in the form of "occurrence" coverage; provided professional liability insurance may be procured and maintained in the form of "claims-made" coverage, only if SERVICE PROVIDER provides professional liability tail coverage that extends at least two (2) years past the expiration of this Agreement.

General Aggregate. Should any of the insurance required under this Agreement be provided under a form of coverage that includes a general aggregate limit, either the general aggregate limit must apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limits.

Subrogation Waived. SERVICE PROVIDER hereby grants to ONE Transit a waiver of any right to subrogation which any insurer of said SERVICE PROVIDER may acquire against ONE Transit by virtue of the payment of any loss under such insurance.

Severability of Interest. Except with respect to limits of insurance, all liability policies must provide that with respect to claims involving any insured hereunder, each such interest shall be deemed separate for any and all other interest herein and coverage shall apply as though each such interest was separately insured.

Change or Cancellation.

- A. SERVICE PROVIDER shall provide actual prior notice to ONE Transit of any change, reduction, lapse, suspension, cancellation, or termination of any insurance policy or coverage required by this Agreement and shall use all reasonable endeavors to do so as soon as possible, but at least thirty (30) days prior to such change, reduction, lapse, suspension, cancellation, or termination taking effect.
- B. The change, reduction, lapse, suspension, cancellation, or termination of any insurance policy or coverage required by this Agreement is a breach of this Agreement, unless SERVICE PROVIDER has prior to such change, reduction, lapse, suspension, cancellation, or termination, provided a certificate of insurance and endorsement pages evidencing SERVICE PROVIDER has been and will continue to be in full compliance with the insurance terms of this Agreement.
- C. If any insurance policy or coverage required by this Agreement is changed, reduced, lapsed, suspended, cancelled, or terminated for any reason during the term of this Agreement, ONE Transit may at its sole option suspend this Agreement until there is full compliance with the insurance terms and conditions or terminate this Agreement and seek damages for a breach of this Agreement.
- D. If any insurance policy or coverage required by this Agreement is changed, reduced,

lapsed, suspended, cancelled, or terminated for any reason during the term of this Agreement, SERVICE PROVIDER shall be fully responsible and liable for and ONE Transit may at its option withhold payment otherwise due SERVICE PROVIDER to pay any claim by ONE Transit for any loss, damages, costs, or expenses, including attorney fees, court costs, and administrative expenses, which would have been covered or assumed by the policy or coverage had the changed, reduced, lapsed, suspended, cancelled, or terminated insurance policy or coverage been in effect without limitation as to the policy amount.

Surviving Terms. The insurance Terms and Conditions herein will survive the expiration and termination of this Agreement and any stop work under this Agreement.

EXHIBIT D FEDERAL TERMS AND CONDITIONS

For all contracted relationships, ONE Transit requires that the provider of goods and services comply with ONE Transit's Federal Contractual Terms and Conditions.

As a recipient of Federal Transportation Administration (FTA) grants, ONE Transit agrees annually in the Master Agreement with FTA (<https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>) to adhere to all applicable federal laws, regulations, and directives associated with federal funding along with the FTA Certifications and Assurances for Federal Funding Assistance Program. ONE Transit's construction contractors are also required to comply with those federal clauses to which are herein incorporated by reference and made a part of this Agreement. The FTA Certifications and Assurances are available at the following link:

<https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>

CHANGES TO FEDERAL REQUIREMENTS

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement December 7, 2020, between ONE Transit and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Further, Contractor acknowledges and understands that federal requirements that apply to the Contract may change due to changes in federal law, regulation, other requirements, or guidance, or changes in ONE Transit's underlying agreement with the Federal Government under which federal assistance for the Project was awarded to ONE Transit including any information incorporated by reference and made part of that underlying agreement. Contractor understands and agrees that applicable changes to those federal requirements will apply to this Contract and parties thereto at any tier.

(A-1) ACCESS TO RECORDS AND REPORTS

Record Retention

Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Retention Period

Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all

such litigation, appeals, claims or exceptions related thereto.

Access to Records

Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance

Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

(A-4) Buy America Requirements for Certain Purchases

For projects that involve the purchase of more than \$150,000 of steel, iron, manufactured goods, or construction materials, Contractor agrees to comply with 49 U.S.C. 5323(j), as amended, and 49 C.F.R. part 661, as amended, which provide that federal funds may not be obligated unless all steel, iron, manufactured products, and construction materials used in FTA funded/assisted projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7, as amended. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), as amended, and 49 C.F.R. § 661.11, as amended.

For projects that involve the purchase of more than \$150,000 of steel, iron, manufactured goods, or construction materials, Contractor must submit to ONE Transit the appropriate Buy America certification with its bid or offer. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as non-responsive.

SELECT ONLY ONE OF THE FOLLOWING CERTIFICATES. SELECTING BOTH WILL DEEM YOUR BID NON-RESPONSIVE.

☐ *Certificate of Compliance with Buy America Requirements*
Contractor hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j) and the applicable regulations in 49 CFR Part 661.

☐ *Certificate of Non-Compliance with Buy America Requirements*
Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, but it may qualify for an exception pursuant to such authorities.

Signature of Contractor's Authorized Official
Name and Title of Contractor's Authorized Official
Date

(A-7) Clean Air Act & Federal Water Pollution Control Act (Contracts Exceeding \$100,000)

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Contractor shall report each violation to FTA and the Regional Office of the Environmental Protection Agency (EPA).

Further, Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Contractor shall require all subcontractors to agree to comply with the foregoing and shall include such provisions in all subcontracts of every tier.

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

(A-8) Civil Rights & Equal Opportunity

The **Contracting Entity** is an Equal Opportunity Employer. As such, the **Contracting Entity** agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the **Contracting Entity** agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination.

In accordance with Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex.

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

Age

In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities

In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Contractor agrees to comply with, and assure that any Subcontractor under this Contract complies with all applicable requirements of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.* and 49 U.S.C. § 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app § 1612; and the following regulations and any amendments thereto:

U.S. DOT regulations, "Transportation Services for Individuals with Disabilities," 49 C.F.R., part 37; Joint Access Board/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38;

U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R., part 27; U.S. Department of Justice ("DOJ") regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R., part 35; U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36; U.S. Equal Employment Opportunity Commission (EEOC) regulations, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R., part 1630; Federal Communications Commission regulations, "Telecommunications Relay Services and Related ONE Transit Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R., part 64, subpart F;

FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R., part 609.

In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(A-9) Disadvantaged Business Enterprise (DBE)

Contract Assurance

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of United States Department of Transportation ("DOT") -assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as ONE Transit deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, Contractors must pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the **Contracting Entity** makes to the Contractor. In the event this Contract contains defined DBE contract goals, Contractor shall utilize the specific DBEs listed unless Contractor obtains ONE Transit's prior written consent; and that, unless ONE Transit's written consent is provided, Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f)(1).

Overview

It is the policy of the **Contracting Entity** and the DOT that DBE's, as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the **Contracting Entity** to:

- A. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- B. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
- C. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- D. Ensure that only firms that fully meet 40 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
- E. Help remove barrier to the participation of DBEs in DOT assisted contracts;
- F. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
- G. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The **Contracting Entity** shall make all determinations with regard to whether or not a Contractor is in compliance with the requirements stated herein. In assessing compliance, the **Contracting Entity** may consider during its review of the Contractor's submission package, the Contractor's documented history of non-compliance with DBE requirements on previous contracts with the **Contracting Entity**.

DBE Participation

For the purpose of this Contract, the **Contracting Entity** will accept only DBE's who are:

- A. Certified, at the time of bid opening or proposal evaluation, by the Oklahoma Department of Transportation (ODOT); or

- B. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or

DBE Participation Goal

The DBE participation goal for this Contract is set at **0%**. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than 0%** of the total Contract price. Failure to meet the stated goal at the time of proposal submission **may** render the Contractor non-responsive.

Proposed Submission

Each Contractor, as part of its proposal submission, shall supply the following information:

- A. A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
- B. A list of those qualified DBE's with whom the Contractor intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule (see below). No work shall be included in the Schedule that the Contractor has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Contractor may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the **Contracting Entity**.
- C. An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.
- D. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts – (Not Applicable if the DBE Goal is 0%)

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the **Contracting Entity** will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the **Contracting Entity** will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

- A. Documented communication with the **Contracting Entity's** DBE Coordinator (questions of RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
- B. Pre-bid meeting attendance. At the pre-bid meeting, the **Contracting Entity** generally informs potential Proposer's of DBE subcontracting opportunities;
- C. The Contractor's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
- D. Written notification to DBE's encouraging participation in the proposed Contract; and
- E. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Contractor shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

- A. The names, addresses, and telephone numbers of DBE's that were contacted;
- B. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
- C. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Contractor or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Contractor has made good faith efforts, the Authority may take-into-account the performance of other Proposers in meeting the Contract goals. For example, if the apparent successful Contractor failed to meet the goal but meets or exceeds the average DBE participation obtained by other Proposers, the Authority may view this as evidence of the Contractor having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the **Contracting Entity** that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Contractor may request administrative reconsideration. The Contractor should make this request in writing to the **Contracting Entity's** Procurement Coordinator. The Procurement Coordinator will forward the Contractor's request to a reconsideration official who will not have played any role in the original determination that the Contractor did not document sufficient good faith efforts.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Contractor will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The **Contracting Entity** will send the Contractor a written decision on its reconsideration, explaining the basis for finding that the Contractor did or did not meet the goal or make adequate.

Prompt payment

As per 49 CFR §26.29, prime contractors shall pay subcontractors for satisfactory work performed of their contracts no later than 30-days from receipt of payment from the CONTRACTING ENTITY. The prime contractor shall also return any retainage payments to the subcontractor within 30-days of the subcontractor's work being satisfactorily completed.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the

DBE Participation Schedule (see below) without the **Contracting Entity's** prior written consent. The **Contracting Entity** may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice

and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the **Contracting Entity** in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

The **Contracting Entity** shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to the Contracting Entity** that summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the Oklahoma Department of Transportation ("ODOT"). Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed. The successful Contractor shall permit:

The **Contracting Entity** to have access to necessary records to examine information as the **Contracting Entity** deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Contractor and other DBE parties entered into during the life of the Contract.

The authorized representative(s) of the **Contracting Entity**, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.

All data/record(s) pertaining to DBE shall be maintained as stated in Record Keeping Section

Sanctions for Violations

If at any time the **Contracting Entity** has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the **Contracting Entity** may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- A. Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and

- B. Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor demonstrates within a reasonable time that it is in compliance with the DBE terms stated herein

(A-11) Energy Conservation

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

(A-13) Government-Wide Debarment, Suspension, Ineligibility & Voluntary Exclusion (Contracts Exceeding \$25,000)

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- Debarred from participation in any federally assisted Award;
- Suspended from participation in any federally assisted Award;
- Proposed for debarment from participation in any federally assisted Award;
- Declared ineligible to participate in any federally assisted Award;
- Voluntarily excluded from participation in any federally assisted Award; or
- Disqualified from participation in any federally assisted Award. By signing and submitting its proposal, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by ONE Transit. If it is later determined by ONE Transit that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to ONE Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, the day, month and year first above written.

Signature of Contractor's Authorized Official
Name and Title of Contractor's Authorized Official
Date

Notification to FTA; Flow Down Requirement

If a current or prospective legal matter that may affect the Federal Government emerges, the bidder or proposer must promptly notify the **Contracting Entity**. The Contractor must include a similar notification requirement in its sub-agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(A-14) LOBBYING (Contracts Over \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Contractor's Authorized Official
Name and Title of Contractor's Authorized Official Date

(A-15) No Government Obligation To Third Parties

ONE Transit and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to ONE Transit, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(A-18) Program Fraud And False Or Fraudulent Statements Or Related Acts

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on Contractor, to the extent the Federal Government deems appropriate. Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

(A-20) Recycled Products (Recovered Materials) (Applicable to Contracts with EPA Designated Items Valued at \$10,000 or more)

Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

(A-21) Safe Operation Of Motor Vehicle Seat Belt Use

Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Contractor or ONE Transit.

Distracted Driving

Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by

distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

(A-23) Seismic Safety

Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. Contractor also agrees to ensure that all work performed under this Contract, including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

(A-25) TERMINATION (Contracts exceeding \$10,000)

Termination for Convenience or Default (Architect and Engineering)

The **Contracting Entity** may terminate this contract in whole or in part, for the **Contracting Entity's** convenience or because of the failure of the Contractor to fulfill the contract obligations. The **Contracting Entity** shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the **Contracting Entity's** Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. **Contracting Entity** has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials. If the termination is for the convenience of the **Contracting Entity**, the **Contracting Entity's** Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the **Contracting Entity** may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the **Contracting Entity**.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of **Contracting Entity**.

Termination by ONE Transit for Breach or Default

If Contractor does not deliver the Services in accordance with the Performance Schedule or in the manner called for in the Contract, or if Contractor fails to comply with any other provisions of the Contract, ONE Transit may terminate this Contract for default. Termination shall be effected by serving a Notice of Termination on Contractor setting forth the manner in which Contractor is in default. Contractor will be paid only the Contract Price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.

Opportunity to Cure

ONE Transit, in its sole discretion may, in the case of a termination for breach or default, allow Contractor [seven (7)] calendar days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to ONE Transit's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [seven (7)] calendar days after receipt by Contractor of written notice from ONE Transit setting forth the nature of said breach or default, ONE Transit shall have the right to terminate this Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude ONE Transit from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(A-26) VIOLATION & BREACH OF CONTRACT

Rights and Remedies of the AGENCY

The AGENCY shall have the following rights in the event that the AGENCY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include [AGENCY to define].

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Example 1: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of AGENCY's

[title of employee]. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Example 2: The AGENCY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the AGENCY and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the AGENCY's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by AGENCY, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.A-77

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the AGENCY is located.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 (last revised March 18, 2013) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any ONE Transit requests which would cause ONE Transit to be in violation of the FTA terms and conditions.

By signing this document, I declare that I am duly authorized to make these certifications and assurances and bind the Contractor. Thus, the Contractor agrees to comply with all City, State and Federal statutes, regulations, executive orders, and administrative guidance required for this Agreement. In signing this document, I declare under penalties of perjury that the forgoing certifications, assurances, and any other statements made by me on behalf of the contractor are true and correct.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, the day, month and year first above written.

Signature: _____

Name: _____

Title: _____

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

ATTACHMENT E

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

ATTACHMENT F

Consultant Proposed Staffing Plan

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

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

Architect-Engineer and Related Services Questionnaire for Specific Project

✻ ✻

*

SOL *

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

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

[illegible]

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

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

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

[illegible]

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

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

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

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

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

9. All work by firms or joint-venture members currently being performed directly for Federal agencies.					
a. Project Name & Location	b. Nature of Firm's Responsibility	c. Agency (Responsible Office) Name and Address and Project Manager's Name & Phone Number	d. Percent Complete	e. Estimated Cost (in thousands)	
				Entire Project	Work for which firm was/is responsible

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

11. The foregoing is a statement of facts.

Date:

Signature: _____

Typed Name and Title: _____

ATTACHMENT G

LETTER OF AUTHORIZATION

THIS LETTER OF AUTHORIZATION MUST BE COMPLETED IF THE ATTACHED
LEGALLY BINDING DOCUMENT WAS NOT SIGNED BY THE STATUTORILY
AUTHORIZED OFFICER ON BEHALF OF THE ENTITY.

The Regional Transportation Authority of Central Oklahoma doing business as ONE Transit:

This letter authorizes _____ to
(PRINTED NAME OF AUTHORIZED AGENT)

sign the attached legally binding document on behalf of _____
(Entity Name)

Sincerely,

Signature of Authorizing Officer

Printed Title

Date

Printed Name of Authorizing Officer

Email Address of Authorizing Officer

NOTE: If the Entity is a(n):

Corporation The authorizing officer **must** be an officer with such titles and duties as shall be stated in the bylaws or in a resolution of the board of directors pursuant to the Oklahoma General Corporation Act. Titles may include, but are not limited to: **President, Vice-President, Chief Executive Officer, Chief Financial Officer, Chairperson, or Vice- Chairperson**

LLC The authorizing officer **must** be a person with an ownership interest in a limited liability or a person designated by the members to manage the LLC as provided in the articles of organization or an operating agreement pursuant to the Oklahoma Limited Liability Company Act. Titles may include, but are not limited to: **Manager, Managing Member, Owner, Principal, President, or Vice-President**

Partnership The authorizing officer **must** be: **General Partner**

Joint Venture The authorizing officer **must** be: **An Authorized Officer of Each of the Ventures**

ATTACHMENT H

ANTI/NON-COLLUSION AFFIDAVIT

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

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

Witness the hands of the parties hereto:

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

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

Type Name of Authorized Agent Title

Signature

Company Name

Address Zip Code

Telephone Number and Fax Number if any

TO BE COMPLETED BY THE NOTARY:

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

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

My Commission Number: _____
[Oklahoma]

Type Name of Notary Public

My Commission Expires: _____

[Date/Year]

Signature of Notary Public

MEMORANDUM

TO: Chairman and Board of Directors

FROM: Interim Executive Director

SUBJECT: PSA with Koch Communications, LLC

Consider adopting a resolution waiving formal competitive bidding under Section 3.5 of the Regional Transportation Authority of Central Oklahoma Procurement Procedures and consider approving the Professional Services Agreement with Koch Communications LLC for a one-year period ending June 30, 2027, cost not to exceed \$160,000.

BACKGROUND: ONE Transit is seeking a Professional Services Agreement for public relations services. The Interim Executive Director is requesting the ONE Transit Board approve a resolution waiving formal competitive bidding pursuant to Section 3.5, Section C of the Regional Transportation Authority of Central Oklahoma Procurement Procedures regarding Substantial Duplication of Costs.

Koch Communications, LLC has previously performed such services as a subcontractor for another ONE Transit consulting firm and, through that role, has developed institutional knowledge of ONE Transit's operations, public engagement and communication objectives, and ongoing initiatives.

ONE Transit finds that retaining Koch Communications promotes operational continuity, efficiency, and cost effectiveness, as engaging a different provider would require duplicative onboarding, additional administrative coordination, and would result in burdensome and substantial duplication of costs associated with re-establishing program familiarity and continuity of services.

ONE Transit support staff have successfully negotiated an agreeable contract with Koch Communications, LLC for a one-year period ending June 30, 2027, cost not to exceed \$160,000.

RECOMMENDATION: Approve the Professional Services Agreement and Adopt the Resolution.



Jason Ferbrache
Interim Executive Director

RESOLUTION NO. 26-0005

**RESOLUTION WAIVING FORMAL COMPETITIVE
BIDDING UNDER SECTION 3.5 OF THE REGIONAL
TRANSPORTATION AUTHORITY OF CENTRAL
OKLAHOMA PROCUREMENT PROCEDURES AND
AUTHORIZING AN AGREEMENT FOR PUBLIC
RELATIONS SERVICES WITH KOCH
COMMUNICATIONS, LLC NOT TO EXCEED \$160,000.**

WHEREAS, the Regional Transportation Authority of Central Oklahoma (the “**Contracting Entity**”) is requesting to waive formal competitive bidding pursuant to Section 3.5, Section C of the Regional Transportation Authority of Central Oklahoma Procurement Procedures regarding Substantial Duplication of Costs; and

WHEREAS, the Contracting Entity has determined that continuation of services with the existing Service Provider is in its best interest because the Service Provider has already been performing such services as a subcontractor for another firm doing business with the Contracting Entity and, through that role, has developed established institutional knowledge of the Contracting Entity’s operations, communication objectives, and ongoing initiatives; and

WHEREAS, the Contracting Entity further finds that retaining the Service Provider promotes operational continuity, efficiency, and cost effectiveness, as engaging a different provider would require duplicative onboarding, additional administrative coordination, and would result in burdensome and substantial duplication of costs associated with reestablishing program familiarity and continuity of services.

WHEREAS, Koch Communications LLC is the supplier of Public Relations Services; therefore, staff request authority for the purchase of the Marketing and Public Relations Services; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of The Regional Transportation Authority of Central Oklahoma doing business as ONE Transit, do hereby waive formal competitive bidding and authorize the purchase of the Marketing and Public Relations Services from Koch Communications, LLC not to exceed cost of \$160,000.00.

ADOPTED by the Board of Directors and **SIGNED** by the Chairperson of the Regional Transportation Authority of Central Oklahoma, DBA ONE Transit this 20th day of **May 2026**.

ATTEST:



**Regional Transportation Authority
of Central Oklahoma, DBA
ONE Transit**

for [Signature]

Chuck R. Thompson, Secretary

[Signature]

Brad Henry, Chairperson

REVIEWED for form and legality.

[Signature]

Assistant Municipal Counselor

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter "**Agreement**") is entered into by and between **Koch Communications, LLC** (hereinafter referred to as "**Services Provider**"), and **The Regional Transportation Authority of Central Oklahoma doing business as ONE Transit, referred to as "ONE Transit"**, a regional transit authority and public trust organized under the laws of the State of Oklahoma, each a Party and collectively the "**Parties**".

WITNESSETH:

WHEREAS, the **Contracting Entity** has waived formal competitive bidding pursuant to Section 3.5, Section C of the Regional Transportation Authority Procurement Procedures regarding Substantial Duplication of Costs; and

WHEREAS, the Contracting Entity has determined that continuation of services with the existing Service Provider is in its best interest because the Service Provider has already been performing such services as a subcontractor for another firm doing business with the Contracting Entity and, through that role, has developed established institutional knowledge of the Contracting Entity's operations, communication objectives, and ongoing initiatives; and

WHEREAS, the Contracting Entity further finds that retaining the Service Provider promotes operational continuity, efficiency, and cost effectiveness, as engaging a different provider would require duplicative onboarding, additional administrative coordination, and would result in burdensome and substantial duplication of costs associated with reestablishing program familiarity and continuity of services.

WHEREAS, the **Services Provider** has represented itself as an expert in the field of public relations and marketing with skilled professionals ready, willing, able, and capable of timely providing the services of communications strategic planning, consultation in development of public engagement and education to support ONE Transit's public relations and communication efforts requested and required by the **Contracting Entity**; and

WHEREAS, **Contracting Entity** retains **Services Provider** to provide professional services as an independent contractor; and

WHEREAS, the **Services Provider** agrees to provide **Contracting Entity** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Contracting Entity** services, solutions and deliverables that meet all the purposes and functionality requested or described in the Scope of Services and in this **Agreement**.

NOW, THEREFORE, for and in consideration of the above premises and the mutual covenants set forth herein, the **Contracting Entity** and **Services Provider** hereby mutually agree as follows:

1. THE PROFESSIONAL SERVICES AGREEMENT

- A. **Performance.** Subject to the terms and conditions of this Professional Services Agreement, Contracting Entity retains Services Provider, an independent contractor, to provide Contracting Entity all services, in accordance with the standards exercised by experts in the field, necessary to provide the Contracting Entity services, solutions, and deliverables that meet all the purposes and functionality requested or described in this Professional Services Agreement.

2. ENTIRE AGREEMENT

- A. This Professional Services Agreement, and Attachments constitute the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not contained in or attached to this Professional Services Agreement.
- B. **Counterparts.** This Agreement may be executed in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- C. **Validity.** The invalidity or unenforceability of any provision of this Professional Services Agreement shall not affect the validity or enforceability of any other provisions of the same, which other provisions shall remain in full force and effect.

3. ORDER OF PRECEDENCE

- A. **Attachments.** If there is a conflict in language, terms, conditions, or provisions, in this Agreement or in any Attachment herein, then the text of this Agreement, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:
 - i. Attachment “A” (“Scope of Services and Deliverables”)
 - ii. Attachment “B” (“List of Services, Pricing and Pricing Schedule”)
 - iii. Attachment “C” (“Insurance and Acord Form”)
 - iv. Attachment “D” (“Effective Date, Renewal Options, and Amendments”)
 - v. Attachment “E” (“RTA Travel Policy”)

4. NOTICES

- A. **Notice to Contracting Entity.** Any notice, request, demand or other communication required or permitted must be in writing and must be delivered by notice to:

The Regional Transportation Authority of Central Oklahoma dba ONE Transit
Attn: Procurement
2000 S May Ave
Oklahoma City, OK 73108

- B. **Notice to Services Provider.** All notices will be sent to:

Koch Communications, LLC
Attn: Shaundra North
629 W. Sheridan Ave
Oklahoma City, OK 73102

- C. Services Provider is solely responsible for the actions, non-action, omissions, and performance of Services Provider's employees, agents, contractors, and subcontractors (herein collectively included in the term "Service Provider's Project Team") and to ensure:
- i. the timely provision of the Project and timely performance of the Scope of Services and Deliverables in Attachments "A".
- D. Services Provider will be solely responsible to ensure the Services Provider's Project Team fully understands the Project, the Scope of Services, the Services, Products, Solutions, and Deliverables, the Project Schedule for performance, and the Contracting Entity's goals and the purposes and functions to be provided. Services Provider will be solely responsible to ensure the Services Provider's Project Team is adequately trained, instructed, and managed so that Services Provider timely provides the Project and satisfies Services Provider's obligations under this Professional Services Agreement.
- E. Services Provider may not change the Services Provider's Project Team as set forth on Attachment "E" without the prior written consent of the Contracting Entity's Contract Administrator or designee.

5. NO EXTRA CLAIMS

- A. No claims for extra service, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the Contracting Entity unless such services, solution, or deliverable is first requested and approved in writing by the Contracting Entity through an Amendment to the Professional Services Agreement.

6. INDEPENDENT CONTRACTOR STATUS

- A. The Parties hereby acknowledge and covenant that:

1. Services Provider is an independent contractor and will act exclusively as an independent contractor. Services Provider is not an agent or employee of the Contracting Entity in performing this Professional Services Agreement.
 2. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.
- B. The Contracting Entity will not pay or withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to Services Provider as Services Provider is an independent contractor and the members of its Services Provider's Project Team are not employees of the Contracting Entity. Any such taxes and compensation, if due, are solely the responsibilities of Services Provider and will not be charged to the Contracting Entity.
- C. Services Provider acknowledges that as an independent contractor it and its Project Team are not eligible to participate in any health, welfare or retirement benefit programs provided by the Contracting Entity for its Project Team or employees.

7. INSURANCE

- A. See Attachment "C" ("Insurance and Acord Form").

8. COMPENSATION

- A. See Attachment "B" ("List of Services, Products, Solutions and Deliverables").
- B. The Contracting Entity and Services Provider acknowledge that the compensation to be paid pursuant to this Professional Services Agreement has been established at an amount reasonable for the availability and services, products, solutions, and deliverables of Services Provider and Services Provider's Project Team.
- C. All payments to Services Provider pursuant to this Professional Services Agreement shall be due and payable in the State of Oklahoma, even if services of Services Provider are performed outside the State of Oklahoma.

9. TERMINATION AND STOP WORK

- A. This Professional Services Agreement shall terminate when the Project is completed and accepted as provided herein unless terminated by convenience or with cause.
- B. The Contracting Entity's Contract Administrator is hereby authorized to issue notices of termination or suspension on behalf of the Contracting Entity. This Professional Services Agreement can be terminated, with or without cause, upon written notice, at the option of The Contracting Entity.

C. ***Termination for Convenience.*** Upon receipt of a notice of termination for the convenience from the Contracting Entity, Services Provider shall:

- i. Immediately discontinue all services and activities, unless the notice directs otherwise.
- ii. Upon payment for products, solutions, services, or deliverables fully performed and accepted, Services Provider shall deliver to the Contracting Entity and the Contracting Entity shall own all work, products, solutions, deliverables, documents, data, drawings, specifications, reports, calculations, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Professional Services Agreement, whether same are complete or incomplete, unless the notice directs otherwise.
- ii. The Contracting Entity shall pay Services Provider for completed services after receipt of properly documented and completed invoices, up to the time of the notice of termination for convenience, in accordance with the terms, limits and conditions of this Professional Services Agreement and as further limited by the “not to exceed” amounts set out in this Professional Services Agreement. Thereafter, the Contracting Entity shall have no further liability under this Professional Services Agreement to Services Provider and Services Provider shall have no further obligations to the Contracting Entity.
- iii. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by Services Provider under this Professional Services Agreement.

D. ***Termination for Cause.*** Upon notice of termination for cause from the Contracting Entity:

- i. Services Provider shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and Services Provider shall release and waive any interest in any such payments and any retainage.
- ii. The Contracting Entity may hold any outstanding payments for prior completed services, products, solutions, deliverables, costs and/or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the Contracting Entity by reason of Services Provider’s breach and/or other cause. Provided, however, upon notice of termination for cause, Services Provider shall deliver to the Contracting Entity all Services, products, solutions and deliverables

also including, but limited to, all documents, data, drawings, specifications, reports, calculations, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Professional Services Agreement, whether complete or incomplete, unless the notice directs otherwise.

- iii. The rights and remedies of the Contracting Entity provided in this paragraph are in addition to any other rights and remedies provided in equity, by law, or under this Professional Services Agreement. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by Services Provider under this Professional Services Agreement.

E. **Stop Work.** Upon notice to Services Provider, the Contracting Entity may issue a stop work order(s) suspending any services, performances, work, products, deliverables, or solutions under this Professional Services Agreement.

- i. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by Services Provider under this Professional Services Agreement. In the event the Contracting Entity issues a stop work order to Services Provider, the Contracting Entity will provide a copy of such stop work order to Services Provider.
- ii. Upon receipt of a stop work order issued by the Contracting Entity, Services Provider shall suspend all work, services and activities except such work, services, and activities expressly directed by the Contracting Entity in the stop work order.
- iii. Upon notice to Services Provider, this Professional Services Agreement, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) days by the Contracting Entity, without cause and without cost to Contracting Entity; provided however, Services Provider shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.
- iv. The Contracting Entity's Contract Administrator is hereby authorized to issue a stop work order(s) on behalf of the Contracting Entity.

10. TAXES AND FEES

- A. The Services Provider shall pay all applicable taxes, charges, and fees charged by a governmental entity and on its behalf. The Services Provider will obtain all applicable permits, licenses, patents, copyrights, permissions and

authorization to provide services, solutions and deliverables at Service Providers cost expense.

11. PATENTS AND LICENSES

- A. Services Provider shall obtain all patents, permits, licenses and any other permissions required to provide all services, products, solutions and deliverables and for use of all services, products, solutions and deliverables by the Contracting Entity.
- B. Upon request, the Services Provider shall provide the Contracting Entity with reports or proof of compliance. This includes, but is not limited to, documentation of permits, license, training efforts, and any relevant certifications. The Services Provider shall maintain accurate records of its compliance efforts and make such records available for inspection by the Contracting Entity.
- C. To the extent that the Services Provider has infringed on any patent, copyright, license or illegally transferred a patent or license related to all services, products, solutions or deliverables provided to the Contracting Entity, the Services Provider agrees to indemnify and hold harmless the Contracting Entity, also including any of Contracting Entity's employees, the purchasing agent and assistants from all costs, damages, expenses, suits and actions of every nature and description brought because of, or for the use of, patented, copyright protected, or licensed appliances, products, or processes or violation of or failure to obtain such permission, license, copyright, or patent permission or right.
- D. The Services Provider shall pay for and provide all licenses, copyright, royalties, fees and charges which are legal and equitable and evidence of such payment or satisfaction must be submitted by Services Provider upon request of the Contracting Entity, as a necessary requirement in connection with the execution and performance of any Professional Services Agreement in which patented, copyrighted or licensed appliances, solutions, deliverables, services, products, or processes are to be used and to transfer such rights and licenses to the Contracting Entity. All such costs and expenses must be included in the compensation in Attachment "B". Any cost or expense not expressly included in Attachment "B" shall be deemed incidental and included in other compensation.
- E. The Services Provider shall be responsible for paying all the Contracting Entity's legal costs and fees incurred by any such action related to the failure of Services Provider to provide necessary permissions, rights, patents, copyrights and licenses.

12. WARRANTIES

- A. Services Provider warrants that all services, products, solutions and deliverables performed or provided under this Professional Services Agreement shall be performed consistent with generally prevailing professional standards and expertise. Services Provider shall maintain during this Professional Services Agreement said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. Services Provider agrees to require all members of the Services Provider's Project Team and any contractor or subcontractor to provide all services, products, solutions and deliverables at said same standard of care, expertise, skill, diligence and professional competence required of Services Provider.
- B. Contracting Entity's initial remedy for any breach of the above warranty shall be to permit Services Provider one additional opportunity to perform the services, or provide the products, solutions and deliverables without additional cost to Contracting Entity within thirty (30) calendar days. If Services Provider cannot perform the services, or provide the products, solutions and deliverables according to the standards and requirements set forth in this Professional Services Agreement within thirty (30) calendar days of the original performance date, or the date of discovery of the breach, the Contracting Entity shall be entitled to recover any and all fees and compensation paid to the Services Provider and any costs or damages included by the Contracting Entity.
- C. Should the Contracting Entity so determine it to be in its best interest, any fees paid to Services Provider for previous payments, including, but not limited to, services, products, solutions, and deliverables shall be reimbursed or repaid to Contracting Entity within thirty (30) days of a demand by the Contracting Entity. Should Services Provider fail to reimburse the Contracting Entity within thirty (30) calendar days of demand, the Contracting Entity shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.
- D. The Services Provider also acknowledges and agrees to provide all express and implied warrants required or provided for by Oklahoma statutory and case law. These warranties are in addition to other warranties provided in or applicable to this Professional Services Agreement and may not be waived by any other provision, expressed or implied, in this Professional Services Agreement or in any Attachment hereto.

13. INDEMNIFICATION

- A. Services Provider assumes all risks incident to or in connection with its full and timely performance of this Professional Services Agreement. Services

Provider shall indemnify, defend, and hold harmless Contracting Entity from all costs, expenses, damages, losses, and injuries of whatever nature or kind to property to the Contracting Entity arising, directly or indirectly, out of the acts and/or omissions of Services Provider and any person or entity for which Services Provider is legally liable, including but not limited to its Project Team, employees, agents, contractors, and subcontractors. Services Provider shall indemnify, defend, and hold harmless Contracting Entity from any penalties for violation of any law, ordinance or regulation affecting or having application to such acts or omissions.

- B. The Services Provider is an independent contractor. The Services Provider and its Project Team, agents and employees are not agents or employees of the Contracting Entity, and the Contracting Entity shall not be liable for their acts or omissions.

14. CONFIDENTIALITY

- A. Services Provider acknowledges that in the course of training and providing other products, solutions, services, or deliverables, Contracting Entity may provide Services Provider with access to information of a confidential and proprietary nature including but not limited to: information relating to Contracting Entity's employees, customers, marketing strategies, business processes and strategies, security systems, data and technology.
- B. Services Provider agrees that during the time this Professional Services Agreement is in effect, and thereafter, neither Services Provider nor Services Provider's Project Team, employees, agents, contractors, and subcontractors, without the prior written consent of Contracting Entity, shall disclose to any person, other than another member of Contracting Entity's Administrative Team or the Services Provider's Contract Administrator, any information obtained by Services Provider from or through the Contracting Entity.
- C. Services Provider will require and maintain adequate confidentiality agreements with its Project Team, employees, agents, contractors, and subcontractors.

15. NO WAIVER

- A. No delay or failure by either party in exercising any right, power, or remedy under this Professional Services Agreement shall operate as a waiver of any such right, power, or remedy. No waiver of any provision of this Professional Services Agreement shall be effective unless made in writing and signed by the party waiving such provision. A waiver of any breach or default under this Professional Services Agreement shall not be construed as a waiver of any subsequent breach or default, whether of the same or a different nature.

16. NO ASSIGNMENT

- A. This Professional Services Agreement may not be assigned unless approved in writing and signed by both parties.

17. COMPLIANCE WITH APPLICABLE LAWS

- A. Services Provider shall comply with all applicable federal, state, local laws, ordinances and regulations, also including Title VI of the Civil Rights Act of 1964 and all provisions of 42 U.S.C. §§ 2000d, et seq relating to the performance of services, products, solutions and deliverables.
- B. Services Provider is by law deemed to know the law and its application to Contracting Entity, agreements and transactions with the Contracting Entity.

18. VENUE AND GOVERNING LAW

- A. This Professional Services Agreement shall be governed by the laws of the State of Oklahoma and the Parties agree that the venue for any dispute will only be a state or federal court in Oklahoma County, Oklahoma.

19. TIME IS OF THE ESSENCE

- A. Both the Contracting Entity and Services Provider expressly agree that time is of the essence with respect to this Professional Services Agreement, and the time for performance of each task and milestone shall be made a part of this Professional Services Agreement and shall be strictly observed and enforced. Any failure on the part of the Contracting Entity to timely object to the time of performance shall not waive any right of the Contracting Entity to object at a later time.

20. DESCRIPTIVE HEADINGS

- A. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Professional Services Agreement.

21. NON-DISCRIMINATION STATEMENT

- A. The Services Provider agrees, in connection with the performance of work under this Professional Services Agreement:
 - i. That the Services Provider will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry, disability and any class protected pursuant to federal and/or state law. The Services Provider shall take action to ensure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry, disability or any other federally protected or state-protected class. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other

forms of compensation and selection for training, including apprenticeship.

- ii. The Services Provider agrees to post, in a conspicuous place available to employees and applicants for employment a copy of this Non-Discrimination Statement and that the Services Provider agrees to include a copy of this non-discrimination requirement in any subcontracts connected with the performance of this Professional Services Agreement.
- iii. In the event of the Services Provider's non-compliance with the above non-discrimination requirement, this Professional Services Agreement may be canceled or terminated by the Contracting Entity. The Services Provider may be declared by the Contracting Entity ineligible for further Professional Services Agreement[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Services Provider.

22. NON-COLLUSION STATEMENT

A. I certify that:

- i. I am authorized to represent the Services Provider and confirm no collusion or improper conduct occurred regarding this Professional Services Agreement or acquisition.
- ii. I am fully aware of all facts related to this Professional Services Agreement and have been directly involved in its preparation.
- iii. Neither the business entity that I represent nor anyone under its control has:
 - a. Engaged in collusion to restrict competition or fix bids;
 - b. Colluded with state officials or employees regarding contract terms; or
 - c. Exchanged money or favors for special consideration in the prospective contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the business entity represents nor anyone subject to the business entity's direction or control, has or will pay, give, or donate money or anything of value, directly or indirectly, to any state officer or employee to procure this contract.

23. OKLAHOMA OPEN RECORDS ACT AND CONFIDENTIAL INFORMATION

- ### **A. All "records", as defined by the Oklahoma Open Records Act, 51 O.S. § 24A.1, *et seq.* (the "Act"), which are in connection with the transaction of public business, the expenditure of public funds, or the administration of public property, and that are in the custody, control, or possession of public officials, public bodies, or their representatives, are potentially subject to inspection, copying, and/or**

mechanical reproduction. The purpose of the Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Except where state or federal statutes create a specific exemption or confidential privilege, persons and entities who submit information to public bodies have no right to keep the record from public access nor have a reasonable expectation that the record will be kept from public access.

- B. If Services Provider believes that a record is exempt or confidential under a specific Oklahoma or federal statute, and therefore not subject to public access under the Oklahoma Open Records Act, Services Provider must comply with the following:
 - i. Place said portion of the submission in a separate electronic file attachment marked "Confidential." DO NOT label the entire record "Confidential." Label only those records, or portions thereof, that are expressly protected from disclosure by Oklahoma or federal law. For each portion of the record for which an exemption or a confidential privilege is claimed, Services Provider must clearly identify on that record at the time of submittal a copy of a court order ruling the record is not subject to release under federal or Oklahoma law, or the specific federal and/or Oklahoma law that created said privilege, e.g., for trade secrets, see 21 O.S. § 1732 (Larceny of Trade Secrets) and the Uniform Trade Secrets Act, 78 O.S. §§ 85, et seq.
- C. Failure to clearly identify the record or any part of the record as "Confidential" will be interpreted as the record NOT being exempt from the Act and therefore subject to public access. Should an Open Records request be presented for a record identified as "Confidential," Services Provider will be responsible for timely justifying the confidentiality claim and attaining protection from a court of competent jurisdiction, state or federal, in Oklahoma County, Oklahoma. Services Provider will be notified upon receipt of an Open Records Request to access the records identified as "Confidential in accordance with this policy." It is Services Provider's responsibility to timely initiate an action in a court of competent jurisdiction to enforce Services Provider's rights. The requested records will be released if Services Provider fails to timely bring an action to enforce your rights within seven (7) calendar days of notice. Services Provider must provide the City or its Trust from which the record has been requested notice of that action. By your submission of records, Services Provider is granting the rights stated herein.

Note: The owner or an authorized officer or agent of the Services Provider must sign this document. A Letter of Authorization is required for any signatory other than the individual Services Provider, owner of a sole proprietorship, or an officer whose authority is established by law. For instance, if a Salesman signs this Professional Services Agreement, a Letter of Authorization is required.

Koch Communications, LLC

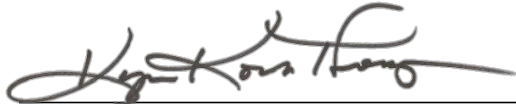
Services Provider's Name

Kym Koch Thompson

Principal

Print Name of Services Provider's Authorized Officer or Agent

Title



5/14/2026

Signature of Services Provider's Authorized Officer or Agent

Date

629 W Sheridan Ave.; Suite 101, Oklahoma City

OK

73102

Services Provider's Address

City

State

Zip Code

(405) 815-4027

kym@kochcomm.com

Services Provider's Telephone Number

Email

APPROVED and **EXECUTED** by The Regional Transportation Authority of Central Oklahoma doing business as ONE Transit, referred to as "ONE Transit" Hereon this 20th day of May 2026.



ATTEST:

[Signature]
Secretary

[Signature]
Chairman

REVIEWED for form and legality.

[Signature]
Assistant Municipal Counselor

Attachments

The following Attachments are incorporated by reference into this Professional Services Agreement by and between the Contracting Entity and Services Provider and shall have priority and precedence.

The Attachments include:

Attachment “A” (“Scope of Services”)

Attachment “B” (“List of Services Pricing, and Pricing Schedule”)

Attachment “C” (“Insurance and Acord Form”)

Attachment “D” (“Effective Date, Renewal Options, and Amendments”)

Attachment “E” (“RTA Travel Policy”)

Attachment "A" **("Project Description")**

Project Description:

This project description reflects the scope of work to be performed by the Service Provider. ONE Transit is engaging a qualified expert in public relations and marketing to support its Public Affairs team through comprehensive Public Relations and Strategic Communications services. The project will involve the following services, including but not limited to:

Public Relations: This includes, but is not limited to anticipating, analyzing and interpreting public opinion, attitudes and issues that might impact, for good or ill, the vision and plans of ONE Transit. Planning and implementing the organization's efforts to influence or change public opinion.

- Assist ONE Transit with the development of an annual Public Relations strategy/plan aligned with organizational goals
- Assist ONE Transit with the development and implementation of a public education and engagement plan.
- Provide strategic counsel and message development to promote ONE Transit
- Monitor and advise staff on the current public perception of ONE Transit
- Support for public outreach activities, including but not limited to drafting media advisory, letters, public speaking notes, and presentation materials.
- Writing and editing support for internal and external communications.
- Conduct research and facilitate focus groups

Media Relations:

- Draft and distribute press releases, advisories, and media kits
- Pitch stories and secure coverage in local, regional, and transit industry related outlets
- Coordinate interviews and speaking opportunities
- Leverage relationships and resources to secure earned media opportunities
- Support the expansion of ONE Transit's speakers' bureau by Identifying, Developing, and Arranging strategic networking and speaking opportunities for the agency.
- Conducting media training

Event Support:

- Assist with planning and execution of public education outreach and public engagement meetings

Crisis Communications:

- Provide rapid response and messaging guidance during emergencies

Availability:

- Meet in person with one-day notice; available by phone/email for most business.
- Provide virtual meeting options (Zoom, Teams) for efficiency.

Deliverables

The Service Provider will help ONE Transit:

- Increase positive media coverage and brand awareness.
- Engage stakeholders, policymakers, and the public.
- Increase earned media volume and quality in local/industry outlets.
- Support special events and community outreach.
- Provide crisis communication readiness and response.
- Media coverage and analytics reports as requested.
- Annual summary of advertising value equivalency (AVE).
- Press releases and media kits.
- Event support plans and post-event summaries.

Contract Management Expectations

Account Management Services: This includes project management, client communication, meetings, insights, consultation and strategy discussion as performed by the Contractor's account management team.

The following procedure will be used for all projects:

- ONE Transit Project Manager will provide a scope of work for all projects in writing- either by mail or email - to the Contractor's assigned Account Executive.
- Consultant will submit to ONE Transit a statement of work brief and an estimate of time and out-of-pocket costs required to complete the task.
- ONE Transit will issue a written approval and notice to proceed, including a purchase order number to the project manager or their designee.
- Contractor will provide timely (daily, weekly, monthly) project status updates as requested by ONE Transit or mutually agreed upon. Updates shall include but not limited to schedule and budget adherence.
- Immediately upon completion of the project, the Contractor shall provide all working and or native files to ONE Transit.

Public Relations:

- Completion and approval of PR strategy document.
- Number of strategic initiatives identified and implemented.
- Public perception trend report
- Number of public outreach materials produced (collateral, advisories, letters, notes).
- Media coverage generated from community activities.

Media Coverage:

- Number of Press Releases Distributed
- Media Placements (earned coverage count)
- Top Media Outlets Engaged

Event Metrics:

- Attendance Numbers
- Media Presence at Events
- Post-Event Coverage

Crisis Response

- Response Time
- Number of Issues Managed
- Sentiment Post-Crisis

Attachment "B"
("List of Services, Pricing, and Pricing Schedule")

INVOICES

- a. The Services Provider shall submit invoices to ONE Transit on a monthly basis for payment in a form specified or approved by ONE Transit. Such invoices must be received by ONE Transit no later than the tenth (10th) calendar day of each month. Any invoices received after the tenth (10th) calendar day of the month will be processed in the following period. The amount invoiced shall cover Services and Deliverables incurred by Services Provider during the preceding accounting Period.
- b. Supporting documentation for all services and Deliverables contained in an invoice will be submitted with each invoice.
- c. ONE Transit shall have the right to disapprove specific elements of any invoice. ONE Transit will provide, in writing, such disapproval to Services Provider within twenty (20) calendar days of invoice submittal. Approval by ONE Transit shall not be unreasonably withheld.
- d. ONE Transit will pay Consultant the undisputed amount of an invoice within thirty (30) calendar days after the receipt of a valid, complete, and properly documented invoice.

TRAVEL

- 1) All travel done by the Service Provider under this agreement must abide by the RTA Travel Policy Attachment E.

SCOPE OF SERVICES: COMMUNICATIONS & PUBLIC RELATIONS SERVICES

COMMUNICATIONS & PUBLIC RELATIONS SERVICES RATES FOR KEY PERSONNEL	RATE (PER HOUR)
Strategy	\$185
Senior Account Management	\$185
Account Management	\$150
Senior Project Management	\$185
Project Manager	\$150
Senior Public Relations	\$175
Public Relations	\$150
Creative Director	\$185
Art Director	\$160
Graphic Designer	\$150
Content Marketing	\$150
Copywriting	\$150
Photography	\$150
Web Development	\$150

TRAVEL BUDGET (USED AND BILLED AS INCURRED)

PRICING

DURATION OF CONTRACT

\$7,500

Attachment "C"
("Insurance and Acord Form")

1. Prior to approval of this Professional Services Agreement, the Services Provider shall obtain insurance coverage as provided below. The Services Provider must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth below. Certified, true and exact copies of all insurance policies required, and endorsement pages shall be provided to the Contracting Entity on a timely basis if requested by the Contracting Entity.

2. INSURANCE REQUIREMENTS

- A. The following insurance requirements are applicable and must be obtained prior to contract award. If the Scope of Work includes on-site installation, on-site maintenance services or other repair services to be performed on the Contracting Entity's property, or if insurance coverage is otherwise requested by the Contracting Entity here in the Special Provisions.

- i. Worker's Compensation & Employer's Liability Insurance: Services Provider shall carry Worker's Compensation Insurance in amounts prescribed by the laws of the State of Oklahoma, if any. If Services Provider is exempt from compliance with Oklahoma's worker's compensation requirements, Services Provider shall provide a certificate (Affidavit of Exempt Status Under the Administrative Worker's Compensation Act) from the Workers' Compensation Commission indicating such exemption.

- ii. General Liability Insurance: Services Provider shall carry a general liability insurance policy to protect the Services Provider and the Contracting Entity shall be an Additional Insured from claims for property damage and bodily injury including death, or other loss which may arise directly or indirectly from the activities, omissions, and operations of the Services Provider under the Professional Services Agreement, whether such activities, omissions, and operations be by the Services Provider, its subcontractor, or by any one employed by or acting for the benefit of the Services Provider in conjunction with this Professional Services Agreement. The general liability policy shall have at a minimum, the following coverage amounts:

1. Property Damage Liability - Limits shall be carried in the amount of not less than twenty- five thousand dollars (\$25,000) to any one person for any single claim for damage to or destruction of property arising out of a single act, accident, or occurrence.
 2. All Other Liability - In the amount not less than one hundred seventy-five thousand dollars (\$175,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single act, accident, or occurrence.
 3. General Aggregate Limit- In an amount not less than one million dollars (\$1,000,000) for any number of claims arising out of a single act, occurrence or accident.

- iii. Automobile Liability Insurance: The Services Provider shall maintain automobile insurance coverage in, at a minimum, the amounts required by Oklahoma law as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles and equipment when said vehicles or

equipment is utilized to meet the requirements of this Professional Services Agreement.

- B. All insurance must be from responsible insurance companies which are authorized to do business in the state of Oklahoma and are acceptable to the City and its participating trusts. The required insurance coverage and policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.
- C. The Contracting Entity shall be furnished with a Certificate of Insurance evidencing all the above-referenced requirements before a Professional Services Agreement award.
- D. All policies shall be in the form of an "occurrence" insurance coverage or policy. If any insurance is written in a "claims made" form, the Services Provider shall also provide tail coverage that extends a minimum of two years from the expiration of the Professional Services Agreement.
- E. Unless stated otherwise above, all policies must be fully insured with any single deductible not exceeding \$25,000.
- F. Services Provider or Services Provider's insurance company must provide Contracting Entity at least thirty (30) days' prior written notice of any cancellation or material coverage change in their policies.
- G. Unless otherwise approved by the Contracting Entity prior to a Professional Services Agreement award, self-insured retentions will not be accepted unless accompanied by a bond or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration, and defense expenses not otherwise covered by the Services Provider's self-insured retention.

3. ACORD FORM

- A. The Services Provider shall maintain insurance throughout the entire term of the Professional Services Agreement.
- B. The Contracting Entity to this Professional Services Agreement, whether named herein or by reference only, shall be named as additional insured on the Services Provider's insurance policies, except Worker's Compensation and Employer's Liability Insurance, to the full limits of the policies and consistent with the same coverages available to the named insured.
 - i. Any blanket additional insured endorsement which limits coverages to any Contracting Entity is not compliant with this Professional Services Agreement and will be considered a breach. Contracting Entity must be provided with a Certificate of Insurance or Endorsement evidencing Contracting Entity's additional insured status prior to contract award.
- C. The policy description shall state the following:
 - i. "Additional insured(s) on the listed policies are those required in the contract." [The City of Oklahoma City and its participating public trusts].

Attachment "D"
("Effective Period, Renewal Option, and Amendments")

- 1. Effective Period.** The Professional Services Agreement shall become effective on June 1, 2026 upon execution by the last party and Services Provider shall commence performance.
- 2. Renewal Option.** If the Contracting Entity wishes to renew this Professional Services Agreement, a renewal notice will be sent to the Services Provider prior to the expiration date of the Professional Services Agreement.
 - A. Upon Services Provider's receipt of the renewal notice, Services Provider shall, if desired, submit written agreement to renew this Professional Services Agreement.
 - B. The issuance of a written renewal notice does not bind the Contracting Entity to renew until renewal is approved by the Contracting Entity.
 - C. The issuance of a written renewal notice does not bind the Contracting Entity to renew until renewal is approved by the Contracting Entity.
 - D. This Agreement has four (4) 1-year renewal options.
- 3. Amendments.** This Professional Services Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written Amendment executed by each of the parties hereto.

Attachment "E"
("RTA Travel Policy")
(See attached)



Regional Transportation Authority of Central
Oklahoma

Travel Policy

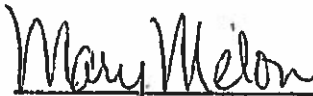
This manual addresses the policies
for travel expenditures and
reimbursements for travel
related expenses.

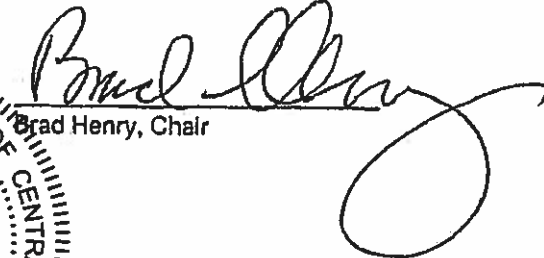


The Travel Policy is hereby APPROVED by the Regional Transportation Authority of Central Oklahoma, and SIGNED by the Chairperson, this 17th day of March 2021.

ATTEST:

REGIONAL TRANSPORTATION
AUTHORITY OF CENTRAL OKLAHOMA


Mary Melon, Secretary


Brad Henry, Chair

Reviewed for form and legality.



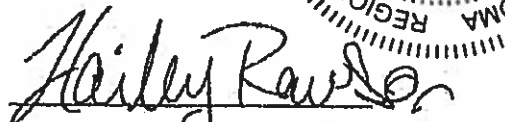

Hailey Rawson, Assistant Municipal Counselor

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INTRODUCTION

The Regional Transportation Authority of Central Oklahoma ("RTA") is a public trust funded in part by the taxpaying residents of Del City, Edmond, Midwest City, Moore, Norman, and the City of Oklahoma City. As such, all expense records, regardless of fund source, are open to the public under the Federal and State Freedom of Information Act. Business travel is first and foremost intended to achieve the RTA's goal. All trips must support the mission of the RTA, receive the appropriate approvals, and be carefully planned to ensure that expenditures are necessary, prudent, and as economical as possible. Directors and staff travelling on behalf of RTA business have the responsibility to act prudently and to only incur travel expenses which are necessary, reasonable, appropriate, and in compliance with the RTA's policies related to travel and business expenses.

This policy pertains to the reimbursement of business-related travel expenses incurred while traveling away from home for a period substantially longer than an ordinary workday and is reasonable to sleep or rest. It is designed to govern reimbursements and/or prepayment of conferences, seminars, training sessions, business meetings, and other beneficial situations where common expenses are incurred for transportation, registration, lodging, and meals. Incidental travel expenses are subject to approval. Traveling members of the RTA, through administrative support personnel, must obtain all quotes, complete related forms, and submit travel paperwork with all required approvals.

All modes of travel, lodging, and meals should be selected with consideration given to minimizing the loss of time to the traveling claimant and cost to the RTA. Traveling claimants should neither gain nor lose personal funds while conducting business for the RTA. It is the responsibility of each claimant, as well as the Executive Director, or designee, approving the expenses, to comply with the provisions of this travel policy. Any claimant making commitments for travel will be personally responsible for expenses if the commitments are not made in accordance with this policy.

Nothing contained herein shall prohibit the Board of Directors, or designee, from modifying or approving exceptions to this policy to meet the needs of a unique situation.

CONSULTANT TRAVEL

Consultants' travel expenses shall be negotiated and authorized as part of the terms of their Professional Services Agreement (PSA) with the RTA. Expenses not included in the terms of the PSA, must receive pre-approval in a written format from the Executive Director, prior to travel.

Consultants shall submit a claim for reimbursement of travel expenses on a form listing: (1) the date and place of expenses, (2) purpose of the trip, and (3) name of the person on the trip. Additionally, the RTA requires the Consultant to maintain detailed source documentation that can be verified through the audit process. Summary credit card receipts, which contain only the cost and tip are not considered to be detailed receipts. Only food purchased according to the federal per diem requirements shall be allowed. Actual costs for alcohol and tobacco must be clearly segregated and removed from meal costs. The use of estimates for any travel expenses is unacceptable. Supporting documentation for all expenses contained in the invoice must be submitted with each invoice. Any additional instructions for reimbursements shall be included in the terms of the PSA.

No other portion of this travel policy shall be interpreted to apply to Consultants unless specified

in the terms of their PSA.

AUTHORIZATION

The RTA member must receive authorization from the Board of Directors to travel, and provide the RTA business purpose for the travel, the estimated cost of the travel, the travel destination(s), and dates of the trip. Any expenses related to a traveling companion of a claimant are not reimbursable by the RTA. A Director may not authorize or otherwise approve their own claims for reimbursement. Such authorizations must be made at the level of the Board of Directors.

REGISTRATION

The RTA may pre-pay or reimburse claimants for registration for RTA-related workshops, conferences and seminars. Special events and tours that are not job-related and are leisure activity are not reimbursable. The Executive Director shall be responsible for prepayment of registration costs. If the Executive Director is unable to complete timely event registration, the traveling claimant may elect to register by using a personal credit card.

TRANSPORTATION

Travel time is defined as 24 hours before and after the times in the official conference/training registration information.

Commercial Airline

The standard mode for out-of-state travel is by commercial airline. When purchasing airfare, price should be the primary consideration; however, other factors to be considered may include reasonable departure and arrival times, as well as the duration of the flight. The goal is to book flights with consideration given to travel time, convenience to the traveling claimant, and cost effectiveness without interfering with the business purpose of the travel. Traveling claimants can use the airline of their choice.

If the cost of a flight is \$1,000 or more, the claimant is responsible for obtaining three quotes and the reimbursement amount will be the lowest fare from three (3) flight quotes with similar travel times, transfers, baggage fee, etc. The RTA will not reimburse claimants for added fees beyond economy coach fare to the extent a good faith effort is taken to fly coach on a primary airline, and the cost of checking one piece of luggage, if applicable. Examples of non-reimbursable fees include early boarding, better seating, obtain more leg room, etc.

Oklahoma City Ground Transportation and Parking

Transportation expenses, including private vehicle mileage to and from Will Rogers World Airport are reimbursable. Airport parking is reimbursable. A receipt is required for reimbursement of airport parking for short, or long-term parking expenses.

Private Vehicle – In State Travel

In the event an RTA owned vehicle is not available for travel within the State of Oklahoma, or circumstances dictate otherwise, a private vehicle can be used. The use of a private vehicle for traveling inside the state of Oklahoma must be approved by the Board, or designee, prior to travel. The claimant will need to track mileage and may utilize online tools to obtain mileage. Mileage reimbursement for use of a private vehicle will be paid at the current IRS rate. Mileage reimbursement claims pertaining to business related travel are to be filed in accordance with established RTA policies for vehicle mileage reimbursement (refer to the *Mileage Reimbursement* section of this policy).

Private Vehicle – Out of State Travel

Private vehicle mileage reimbursement will be paid at the current IRS rate, but only to the extent of the most economical cost for airline coach fare or mileage, whichever is less. The IRS mileage rate includes the expense of fuel. A comparison rate shall be established by obtaining an airfare quote. Taxi fare, rental cars and shuttle expenses will not be considered for the purpose of establishing the reimbursement amount. The claimant will need to track mileage and may utilize online tools to obtain mileage from their home or work to the destination.

Rental Car

The expense of a rental car for a claimant when out of town on behalf of the RTA, may be reimbursed only if written justification is provided by the claimant and approved by Executive Director, or designee, prior to travel. Automobile rental is not at the discretion of the traveling claimant and must be a necessary and cost-effective mode of transportation for the benefit of the RTA. Claimants must submit the rental agreement, receipt and the written justification, approved by the Board as part of the claim for reimbursement.

Rail Service

The claimant may choose the option of using rail service based upon the most economical mode of travel in comparison to air travel. The justification must be documented by including a quote for the lowest and best economy coach airfare. Visit the rail service website to obtain quote(s) for commercial rail service.

LODGING

If a hotel requires a credit card number to be on file to cover incidental expenses such as telephone calls, room service, Internet, mini bar etc., the credit card should belong to the traveling claimant. The hotel receipt must indicate the payment method and show the balance was paid. Only room fees and taxes are paid by the RTA.

Most hotels provide free internet. Claimants may be reimbursed for work-related internet usage charges. These charges should be separately identified on the original itemized hotel receipt.

Many conferences offer a list of hotels with special pricing. Traveling claimants are encouraged

to choose the most economically priced hotel possible. Three (3) separate hotel quotes are required unless the conference is at a hotel or conference center and hotel facility, then only that quote is required.

MEALS

Complimentary free continental breakfasts provided by the hotel cannot be claimed as an expense. Meal(s) will not be reimbursed unless overnight stay is required or long enough that a claimant needs to stop for sleep or rest to properly perform their job duties. Meal(s) included in the cost of registration will not be reimbursed to claimant, except for continental breakfasts or special dietary needs. Meal expenses should include reasonable tips (no more than 20% tip). Alcoholic beverages are not reimbursable. Reimbursement will be made for the actual amount claimed up to the federal per diem rate as published by the General Services Administration (GSA) recommended by the IRS. The maximum allowable will be the Meals and Incidental Expenses (ME&I) rate of the GSA. The GSA per diem rates can be located by going to www.gsa.gov.

MISCELLANEOUS EXPENSE INFORMATION

The RTA will not reimburse for personal items, services, or entertainment, including but not limited to, toiletries, medicine, clothing, grooming, laundry, dry cleaning, movies, snacks or alcoholic beverages. Receipts are not required for reasonable tips, shuttle/bus/taxicab fare, or business telephone calls.

FOREIGN TRAVEL

In the event of foreign travel, the claimant is responsible for providing documentation from a bank, financial institution, or Internet of the currency exchange rate in effect at the time of exchange. The exchange rate information must be obtained during the dates of the travel.

The RTA will not reimburse the Goods and Services Tax (GST) or any other foreign tax that may be refunded to the claimant. The claimant is responsible for submitting a claim to the appropriate country for any tax refund.

MILEAGE REIMBURSEMENT

A “mileage reimbursement only” claim for a one-time event or a special circumstance may be submitted by providing written notification to the Executive Director, or designee, explaining the public purpose of the reimbursement. The written notification should include the RTA related event, the purpose, and the total amount of mileage claimed. The claimant will be reimbursed for mileage at current IRS rates as found at www.gsa.gov.

CANCELLATIONS

If registration, lodging and/or transportation has been prepaid by the RTA and the claimant is unable to complete the intended travel, the claimant is required to follow-up on the cancellation policy of the sponsoring organization and lodging site. All possible means are to be explored to obtain refunds, partial refunds, or options for substituting another RTA member.

The claimant must provide written justification, which is approved by the Executive Director, or

designee, to explain the reason for the inability to travel as previously arranged.

REFUNDS

The claimant has the responsibility for the oversight and administration of seeking refunds to the RTA. Any RTA refunds obtained due to cancellations or overpayments must be deposited with the RTA.