



REQUEST FOR PROPOSALS (RFP)

PROGRAM MANAGEMENT & ADVISORY SERVICES

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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 therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of five (5) years after receipt of final payment.
- c. If supplemental examination or audit of the Records is necessary due to concerns raised by 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

Brad Henry
Brad Henry, Chairperson

Chuck Thompson
bur Chuck Thompson, Secretary

REVIEWED for form and legality.

Janeta Lee
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: _____

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 statues, 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	
<p>I have reviewed and understand the content and requirements of the solicitation. On behalf of my firm and sub-consultants, if any, I will comply with all state and federal contracting requirements applicable to the project. I understand 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.</p>	
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.

STANDARD FORM (SF)

255

Architect-Engineer and Related Services Questionnaire for Specific Project

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

**

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

*

2b. Agency Identification Number, if any:

SOL *

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. The foregoing is a statement of facts.

Date:

Signature: _____

Typed Name and Title:

ATTACHMENT 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