

CONTRACT
BY AND BETWEEN THE
ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS
AND THE
CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY

The parties of this Contract are the Association of Central Oklahoma Governments (ACOG) and the Central Oklahoma Transportation and Parking Authority (COTPA). The parties may be referred to individually as PARTY or collectively as PARTIES. The parties agree to the following terms and conditions.

The term of this CONTRACT is for Fiscal Year 2025, effective July 1, 2024, and ending on June 30, 2025. This CONTRACT reaffirms the Metropolitan Transportation Planning process in the Central Oklahoma Transportation Management Area (TMA). Frequent reference will be made in this CONTRACT to the Oklahoma Department of Transportation (ODOT) and the Federal Transit Administration (FTA).

ACOG shall award a grant to COTPA in an amount not to exceed \$190,000. COTPA shall provide local matching funds of \$47,500.

A. SCOPE OF SERVICES

A.1. Unified Planning Work Program

This CONTRACT provides COTPA the FTA 5303 funding for transit planning activities within the TMA as identified in the FY 2025 Unified Planning Work Program (UPWP).

A.1.a. The activities to be conducted and financed during the CONTRACT period are prescribed in the FY 2025 UPWP. The UPWP details the tasks, work responsibilities, costs, and funding sources of each activity to be undertaken within the TMA. Approval of the UPWP by the PARTIES, the ACOG Metropolitan Planning Organization Policy Committee (MPO PC), and FTA will constitute acceptance of the UPWP as a part of this CONTRACT, subject to the financing provisions of Section B herein.

A.1.b. The grant funds shall be used for the purpose of grant management, multimodal planning, long-range plan implementation, transit software, related transit consultant work, and other activities as listed in the FY 2025 UPWP.

A.2. Funding

The intention of ACOG in awarding these FTA 5303 funds is to maintain the comprehensive, continuing, and cooperative transportation planning process in order to provide the most desirable multimodal transportation system that is compatible with community goals and at minimum expense.

A.2.a. The State of Oklahoma considers ACOG a subrecipient of the federal funds it receives as reimbursement under this CONTRACT.

A.2.b. CFDA Number: 20.505 (Metropolitan Transportation Planning and State and Non-Metropolitan Planning and Research).

A.3. Progress Reports

COTPA shall provide ACOG progress reports regarding the planning work status of the FTA 5303 funds for the purpose of promoting public transportation services throughout Central Oklahoma and developing customer tools and or programs that improve the use, understanding, and accessibility of the EMBARK's public transit

services. Progress reports on the use of the 5303 funds shall be submitted quarterly and may be combined with COTPA's regular quarterly UPWP progress reports. The final progress report shall be submitted on or before July 15, 2025.

A.4. Inspection of Work

ACOG shall be accorded proper facilities for review and inspection of the work hereunder and shall at all reasonable times have access to the premises, to all reports, presentations, books, records, correspondence, instructions, receipts, vouchers, memoranda, and any other materials of every description which ACOG considers pertinent to the work hereunder. The PARTIES will fully inform each other in the event of any review and inspection of work specified hereunder by other than PARTIES. ACOG shall maintain the responsibility of review and concurrence in all techniques and methodology utilized.

A.5. Records

COTPA shall maintain accounting records and other evidence pertaining to the costs incurred under this CONTRACT. This data will be made available for inspection by ACOG, at all reasonable times at the respective offices during the contract period and for three (3) years after the date of the final payment of Federal funds to ACOG with respect to the study. Copies of such records shall be furnished at cost to ACOG.

The books, records, and documents of COTPA, insofar as they relate to money received under this CONTRACT, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by ACOG, ODOT and/or FTA, the Oklahoma State Auditor and Inspector, or their duly appointed representatives.

A.6. Ownership of Data

The ownership of the data collected under this CONTRACT, together with reports, brochures, summaries, and all other materials of every description derived therefrom, shall be vested in both PARTIES, subject to the applicable Federal and State laws and regulations.

A.7. Information and Reports

Unless otherwise required by law, all information, reports, proposals, brochures, summaries, written conclusions, graphic presentations, and similar materials developed by COTPA and/or its consultants and financed in whole or in part by ACOG, shall be submitted to ACOG for review upon its public release, presentation, dissemination, publication, or other distribution. The distribution of such information and reports, whether draft or final and including the UPWP, to any unit of the FTA shall be made through ACOG only.

A.8. Publication Provisions

COTPA shall be free to copyright material developed under this CONTRACT with the provision that ACOG and FTA reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for Government purposes. All reports published pursuant to this CONTRACT shall contain a credit reference to the FTA; such as "prepared in cooperation with the U.S. Department of Transportation, Federal Transit Administration."

B. GRANT CONTRACT TERMS

B.1. Funding Amount

The financing set forth in this CONTRACT shall not exceed \$237,500 of which \$190,000 are FTA funds and shall be on the basis of direct and indirect actual auditable cost as stated in 23 CFR Chapter 1, §420.113 and the provisions of the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 Code of Federal Regulations (CFR) 200 Subpart E.

B.2. Funding Period

The provisions of this CONTRACT shall become effective on the first day of July 2024, or on the day this Federal-aid project is authorized by FTA, whichever comes later. This CONTRACT shall be effective until all FTA funds provided under B.1. have been expended or June 30, 2025, whichever comes first.

B.3. Matching Funds

The funds provided by ACOG pursuant to this CONTRACT is eighty percent (80%) of total actual auditable costs. The remaining twenty percent (20%) of the funds are to be provided by COTPA.

B.4. Funding Availability

ACOG presently has funds available, allocated through the FTA and administered by ODOT, which may be used to facilitate Metropolitan Transportation Planning. Contingent upon the continued availability of such funds, ACOG shall participate in the planning effort to be conducted within the TMA boundary as detailed in the UPWP.

C. PAYMENT TERMS AND CONDITIONS

C.1. Limitation of Liability

The maximum liability of ACOG pursuant to this CONTRACT shall not exceed \$190,000.

C.2. Payment Methodology

COTPA shall only be reimbursed for tasks as detailed Section A.1.b. and the FY 2025 UPWP. COTPA shall submit invoices accompanied by bills of sale and documentation as further described in Sections C.3. Payments for services described in the UPWP and this CONTRACT for cooperative funding shall be disbursed by ACOG on the basis of monthly billings from COTPA showing the total actual costs incurred in conformance with the UPWP.

C.3. Invoice Requirements

COTPA shall invoice ACOG digitally with supporting documentation as required by ACOG. The documentation shall be submitted to:

ACOG
Attn: Hannah Nolen, Transportation Planning Services
4205 N. Lincoln Blvd.
Oklahoma City, OK 73105
Telephone: 405-234-2264
Email: hnolen@acogok.org

C.3.a. Each invoice shall be similar to the example provided by ACOG and shall clearly and accurately detail the following required information:

1. Invoice date and billing period
2. Contract number (FTA-PL-2025-01, assigned by ACOG to this CONTRACT)
3. COTPA Federal Employer Identification Number
4. COTPA remittance address
5. COTPA contact (name, phone, and/or email address for the individual to contact with invoice questions)
6. Complete itemization of reimbursement requested, which shall include documentation of paid expenses and shall include each of the following:
 - a. Itemized bill of sale showing dates of sale/service

- b. Itemized invoices for any costs for which reimbursement is requested
- c. Total reimbursement amount requested

C.3.b. Each invoice shall be accompanied by a brief, narrative report describing the tasks that were completed during the billing period.

C.4. Invoice Timing and Limitations

An invoice from COTPA to ACOG pursuant to this CONTRACT shall include only reimbursement requests for actual expenditures as described in Section A.1.b. and C.2. of this CONTRACT subject to the liability limits as described in Section C.1.

C.4.a. All invoices for reimbursement must be received by ACOG no later than July 15, 2025.

C.4.b. COTPA's failure to provide all invoices to ACOG as required shall result in COTPA being deemed ineligible for reimbursement of those invoices under this CONTRACT, and any and all financial and legal liabilities related to this CONTRACT shall be upon COTPA and not the responsibility or liability of ACOG.

C.5. Payment of Invoice

ACOG shall, within 90 days of receipt of invoices for allowable costs relating to the tasks outlined in Section A.1.b., review and process invoices as well as requests reimbursement from ODOT for COTPA's expenditures. Once ODOT has provided reimbursement for COTPA's expenditures, ACOG shall issue payment to COTPA.

C.6. Unallowable Costs

Travel expenses are not eligible for reimbursement pursuant to this CONTRACT. COTPA's invoice(s) shall be subject to reduction for amounts for travel expenses included in any invoice from COTPA. Any such reductions shall be at the sole discretion of ACOG.

C.7. Disputes Related to Finances

In the event of disagreement between the PARTIES relative to the eligibility of COTPA's financial participation in any work item or items contained in the UPWP, the details of such disagreement shall be forwarded to both the Executive Director of ACOG and the Administrator of COTPA who jointly shall attempt to resolve the issue.

C.8. Audit

As part of this CONTRACT, COTPA agrees to provide ACOG with a Single Audit performed in accordance with the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR 200 Subpart F to ensure compliance with federal and state laws, regulations, and provisions of the CONTRACT. The Single Audit will be performed by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. If federal or state exceptions are found, the PARTIES will resolve the outstanding issues as provided under Section C.7.

D. TERMS AND CONDITIONS

D.1. Required Approvals

Neither PARTY is bound by this CONTRACT until it is approved by the appropriate government entity legal signatory in accordance with applicable laws and regulations.

D.2. Completeness

This CONTRACT, together with the following attachments, represents the entire and integrated agreement between the PARTIES relating to the subject matter contained herein, and supersedes any and all prior

understandings, representations, negotiations, and discussions between the PARTIES relating hereto, whether written or oral.

D.3. Modification or Amendment

This CONTRACT shall not be modified, amended, altered, or supplemented except by an instrument in writing signed on behalf of the PARTIES hereto and executed with the same formalities observed in the execution of this CONTRACT.

D.4. Communications and Contacts

All demands, requests, or other communications which may be or are required to be given, served, or sent by either PARTY to the other pursuant to the CONTRACT shall be in writing and shall be deemed to have been properly given or sent:

If intended for ACOG, by electronic transmission to hnolen@acogok.org, or by mail, addressed to ACOG at:

Association of Central Oklahoma Governments
Attn: Hannah Nolen, Transportation Planning Services
4205 N. Lincoln Blvd.
Oklahoma City, OK 73105

If intended for COTPA, by electronic transmission to chip.nolen@okc.gov or by mail addressed to COTPA at:

COTPA
Attn: Chip Nolen, Planning Manager
2000 S. May Ave.
Oklahoma City, OK 73108

D.5. Termination

This CONTRACT was entered into by the PARTIES because of their mutual accord that the comprehensive, continuing, and cooperative transportation planning process provided herein was necessary. Either PARTY may terminate its interest and its obligation under this CONTRACT by giving thirty (30) days notice in writing to the other PARTY, it being understood that such termination may be adverse to the interests of the other PARTY. In the event of such termination, COTPA shall deliver at cost to ACOG all items mentioned in Sections A.3., A.4., and A.7. of this CONTRACT within thirty (30) calendar days following the effective termination date.

D.6. Use of Consultants

Under the terms of pursuant to this CONTRACT, COTPA may engage qualified consultants to perform certain duties on its behalf. All contracts with other parties for services within the scope of this CONTRACT shall be justified, in writing, by COTPA and retained with project records as outlined in Section A.5.

D.7. Compliance

COTPA and ACOG agree to adhere to the terms and conditions of this CONTRACT, to include all attachments hereto.

D.8. Covenants Against Contingent Fees

COTPA warrants that it has not employed or retained any company or person specifically to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this warranty ACOG shall have the right to annul this CONTRACT without liability, or

at its discretion, to deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

D.9. Governing Laws and Regulations

COTPA and its subcontractors shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any nature affecting the performance of this CONTRACT including worker compensation laws, minimum and maximum salary and wage statutes and regulations. When required, COTPA shall furnish ACOG with satisfactory proof of its compliance therewith.

This CONTRACT shall be governed and construed in accordance with the laws of the State of Oklahoma.

D.10. Binding Effect

This CONTRACT shall be binding upon and inure to the benefit of the PARTIES and shall be binding upon their successors, to the extent allowed by law.

D.11. Force Majeure

The obligations of the PARTIES to this CONTRACT are subject to prevention by causes beyond the PARTIES' control including, but not limited to, acts of God, riots, wars, epidemics, or any other similar cause.

D.12. Liability

COTPA, ACOG, and FTA mutually recognize that each PARTY is a governmental entity subject to the provisions of their respective Governmental Tort Claims Act (51 O.S. § 151 et seq.). The PARTIES hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act, without waiving any of the PARTY's defenses, exemption or sovereignty. Each PARTY agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a PARTY or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

D.13. Severability

If any provision, clause or paragraph of this contract or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses, or paragraphs of this contract which is not affected by the determination. The provisions, clauses, or paragraphs and any documents incorporated by reference are declared severable and the invalidation of any such provision, clause, paragraph, or document incorporated by reference shall not affect the remaining provisions, clauses, paragraphs, and documents incorporated by reference which shall continue to be binding and of full legal efficacy.

Grant #: FTA-PL-2025-01

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS

By: _____
Mark W. Sweeney, AICP, Executive Director

Date: _____

REVIEWED for form and legality.

By: _____
Pete White, ACOG General Counsel

Date: _____

CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY

This Agreement was approved by the Central Oklahoma Transportation and Parking

Authority this _____ day of _____, 2024.

ATTEST:

By: _____
Chairperson

By: _____
Secretary

REVIEWED for form and legality.

By:  _____
Chris Hall, Assistant Municipal Counselor

EXHIBIT A

Federal-Aid Eligibility Certification

The undersigned hereby certifies to the best of their knowledge and belief:

1. That they are the fully authorized agent of the Prospective Participant in this project which involves, federal funding and has full knowledge and authority to make this certification

2. That, neither the Prospective Participant nor any person associated therewith in the capacity of director, officer, manager, auditor, or accountant, nor any person in a position involving the administration of federal funds:
 - a. Is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and

 - b. Has been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; and

 - c. Has a proposed debarment pending; and

 - d. Has been indicted, convicted, or had a civil judgement rendered against any of the aforementioned by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years, except:

If none, so state by entering the word "none": _____

Chairperson

Date

EXHIBIT B

(page 1 of 2)

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion –Lower Tier Covered Transactions

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B --

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospect lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

EXHIBIT B
(page 2 of 2)

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion –Lower Tier Covered Transactions

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT C
(page 1 of 2)

Nondiscrimination of Employees

During the performance of this contract, COTPA, for itself, its assignees, and successors in interest hereby covenants and agrees as follows:

1. COTPA and its subcontractors shall provide equal employment opportunities for all qualified persons within the limitations hereinafter set forth, and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or handicap.
2. That any subcontract entered into by COTPA for performance of any portion of the work covered under this Contract shall incorporate all of the provisions of this Special Provision, "Nondiscrimination of Employees," and the same shall be appended to said subcontract and incorporated therein by reference.
3. COTPA shall refrain from "discriminatory practices," as hereinafter defined. It is a discriminatory practice for COTPA to:
 - a. Fail or refuse to hire, to discharge or otherwise to discriminate against an individual with respect to compensation or the terms, conditions, privileges or responsibilities or employment, because of race, color, religion, sex, national origin, age, or handicap
 - b. Limit, segregate, or classify an employee in a way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect the status of an employee, because of race, color, religion, sex, national origin, age, or handicap
 - c. Discriminate against an individual because of race, color, religion, sex, national origin, age or handicap, in admission to, or employment in, any program established to provide apprenticeship, on-the-job training or retraining
 - d. Publish or cause to be printed or published any notice or advertisement relating to employment by COTPA indicating a preference, limitation, specification, or discrimination, based on race, color, religion, sex, national origin, age or handicap, except where such preference, limitation, specification or discrimination based on religion, sex or national origin is a bona fide occupational qualification for employment
 - e. Retaliate or discriminate against a person because said person has opposed a discriminatory practice, or because said person has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under Chapter 21, Title 25, Oklahoma Statutes, 1991.
 - f. Aid, abet, incite, or coerce a person to engage in a discriminatory practice
 - g. Willfully interfere with the performance of a duty or the exercise of a power by the Oklahoma Human Rights Commission or one of its members or representatives

EXHIBIT C

(page 2 of 2)

Nondiscrimination of Employees

- h. Willfully obstruct or prevent a person from complying with the provisions of Chapter 21, Title 25, Oklahoma Statutes, 1991
 - i. Attempt to commit, directly or indirectly, a discriminatory practice, as defined herein and as defined in Chapter 21, Title 25, Oklahoma Statutes, 1991
4. COTPA further agrees to refrain from discrimination by reason of race, color, religion, sex, national origin, age, or handicap, against any persons, firm or corporation furnishing independent contract labor or materials to COTPA in the performance of this Contract.
5. Sanctions for Noncompliance - In the event COTPA violates or refuses to abide by any of the provisions herein set forth, ACOG reserves the right and option to:
 - a. Withhold payments to COTPA until COTPA furnishes satisfactory evidence of compliance and correction of all violations
 - b. Cancel, terminate, or suspend the Contract, in whole or in part, without further liability to ACOG other than payment for work performed up to the effective date of cancellation or termination of the contract.
 - c. Report all violations, which are not corrected by COTPA within such time as is specified by ACOG in its notice of violation, to the Oklahoma Human Rights Commission for such further proceedings as said Commission deems reasonable and necessary.
6. Immediately upon notification of Contract award, COTPA shall submit to ACOG's Internal Equal Employment Officer a list by number, percentage, and position, including the identifying minority group employees who will be actively engaged in the Contract performance.
7. COTPA hereby agrees to be bound by and subject itself to the provisions of Title 29, Code of Federal Regulations, Parts 1601-1605, inclusive, insofar as the same have been adopted by the Oklahoma Human Rights Commission for governing procedural matters concerning the administrative operations, functions, duties, and responsibilities of said Commission.
8. COTPA further agrees to be bound by and be subject to any and all laws, statutes, or regulations of administrative agencies of the State of Oklahoma, pertaining to employment practices in contracts being funded either in whole or in part with funds of the State of Oklahoma, and to the requirements of any and all laws, statutes or regulations of administrative agencies of the State of Oklahoma, and to the requirements of any and all laws, statutes or regulations of administrative agencies of the State of Oklahoma pertaining to equal employment opportunity and nondiscrimination requirements in such contracts and public projects being so funded.

EXHIBIT D

(page 1 of 2)

Oklahoma Department of Transportation Disadvantaged Business/Women's Business Enterprises Policy Statement

It is the policy of the Oklahoma Department of Transportation to ensure that Disadvantaged Business/Women's Enterprises (DBE/WBE) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this CONTRACT. Consequently, the DBE/WBE (formerly MBE) requirements of 49 CFR Part 23 apply to this CONTRACT.

The Oklahoma Department of Transportation or its Consultants which are recipients of Federal-aid funds agree to ensure that disadvantaged business/women's enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this CONTRACT. In this regard, the Oklahoma Department of Transportation, ACOG, COTPA, and Consultants shall take all necessary and reasonable steps in accordance with 40 CFR Part 23 to ensure that disadvantaged business/women's business enterprises have the maximum opportunity to compete for and perform contracts. The Oklahoma Department of Transportation, ACOG, COTPA, and Consultants shall not discriminate on the basis of race, color, national origin, religion, or sex in the award and performance of Oklahoma Department of Transportation assisted contracts.

Failure to carry out the requirements set forth above shall constitute a breach of contract and, after the notification of the Oklahoma Department of Transportation, may result in termination of the contract by the recipient or other such remedy as the recipient deems appropriate.

EXHIBIT D

(page 2 of 2)

Oklahoma Department of Transportation Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

1. It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, and services. Affirmative steps shall include the following:
 - a. Including qualified small and minority business on solicitation lists.
 - b. Assuring that small and minority businesses are solicited whenever they are potential sources.
 - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
 - d. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority business.
 - e. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.
 - f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in (a) through (e) above.
2. Grantees shall take similar appropriate affirmative action in support of women's business enterprises.
3. Grantees are encouraged to procure goods and services from labor surplus areas.
4. Grantor agencies may impose additional regulations and requirements in the foregoing areas only to the extent specifically mandated by statute or presidential direction.

EXHIBIT E

Certification for Federal-Aid Contracts

The undersigned certifies, to the best of their 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 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.
2. 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 Forms to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards in excess of \$100,000, at all tiers (including subcontracts, subgrants, 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.

Chairperson

Date