REQUEST FOR PROPOSAL (RFP)

RFP 2013 – 30

SOLICITATION FOR CONTRACT FOR

MAPS 3/ CORE TO SHORE PARKING STUDY

RELEASED: July 22, 2013

ADVERTISED: July 24 & 31, 2013

QUESTIONS & CLARIFICATIONS DEADLINE: August 23, 2013 at 2 p.m. (CST)
Submit by email to: Debi Holtzclaw, Parking Manager | debi.holtzclaw@okc.gov

SUBMISSION DEADLINE: Sept. 13, 2013 at 2 p.m. (CST)
Location: Historic Union Station, 300 SW 7, OKC, OK 73109
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LEGAL NOTICE TO PROPOSER

Notice is hereby given that the Central Oklahoma Transportation and Parking (COTPA) will receive sealed proposals at 300 SW 7th Street, Oklahoma City, OK 73109 until 2:00 p.m., Local Time, September 13, 2013 for the following services:

RFP 2013 - 30 MAPS 3/ CORE TO SHORE PARKING STUDY

Proposals are not publicly opened; however, the names of the Proposer will be read aloud immediately following the above mentioned date and time in the Conference Room at 300 SW 7th Street, Oklahoma City, OK 73109. All proposals shall remain valid for 90 days from date of proposal opening. All Proposers must certify that they are not on the Comptroller General's List of Ineligible Proposers.

Proposals shall be made in accordance with this Legal Notice To Proposer, Instructions and Requirements for Proposer, Scope of Work, and Contractual Conditions which are made part of this notice as though fully set forth herein.

The Central Oklahoma Transportation and Parking Authority reserves the right to award or reject any or all proposals and waive non-material informality or irregularity in any proposal received. The successful Proposer(s) will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

This facility is wheelchair accessible. For accommodations for hearing or sight interpretive services, please call 297-3705, (48 hours in advance). TDD# 297-2602

Questions and Clarification deadline is August 23, 2013, at 2:00 p.m. The questions and clarifications must be in writing, this can be a hard copy or e-mail to debi.holtzclaw@okc.gov or at 300 SW 7th Street, Oklahoma City, OK 73109.

Submission Date is September 13, 2013, at 2:00 p.m. at 300 SW 7th Street, Oklahoma City, OK 73109.

Richard Cain
Administrator

Advertised in the Journal Record July 24 & 31, 2013
Advertised in Parking Today (online) July 22, 2013
Article 1  OBJECTIVE

The Central Oklahoma Transportation and Parking Authority (COTPA) System includes on-street parking, off-street parking garages, off-street parking lots and operational support of on-street parking. This system will change dramatically over the next 10 years with the completion of the MAPS 3 projects and the private development that will be catalyzed by these projects. In particular it is believed that the parking dynamic will change because of the additional parking required by the new convention center and convention center hotel and the possible redevelopment of the existing Cox Convention Center. Adequate parking and an efficient system for managing parking resources will be essential to support the continued private investment in Oklahoma City and optimal use of the public facilities and venues in downtown.

COTPA along with the Alliance for Economic Development of Oklahoma City are soliciting proposals to determine future parking demand created by the new MAPS 3 Convention Center and Convention Center Hotel and other projects planned in the area and demand created by new private development adjacent to the MAPS 3 park and adjacent areas. Also, the study should address on-street parking in the study area and examine and make recommendations about an overall parking management strategy. The overall goal is to develop a system of parking that supports both public and private uses and promotes efficient use of parking, both structured and on street parking. The final report should include a financial model for the function of a parking district or for the overall parking strategy.

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Article 2  BACKGROUND

COTPA

COTPA is public trust created pursuant to a Trust Indenture, dated February 2, 1966 (the “Trust Indenture”), and is authorized to issue bonds under the authority of and pursuant to the provisions to Title 60, Oklahoma Statutes 2001. Sections 176 seq. as amended (the “Trust Act”), by which laws the Trustees of the Authority are designated as an agency of the State of Oklahoma and the regularly constituted authority of the beneficiary of the Trust. The City of Oklahoma City is the beneficiary of the Trust and the beneficial interest was accepted by the City by Ordinance No. 11154, which was passed by the City Council on February 1, 1966. Under state statues and the Trust Indenture, the Authority has the same duration as the beneficiary, or until the purposes of the Trust shall have been fulfilled, or until the Trust shall have been terminated by the mutual agreement and with the consent of the owners of any outstanding indebtedness. COTPA has no taxing power. The purposes of COTPA, which are more fully explained in the Trust Indenture, are to plan, establish, develop, acquire, construct, purchase, install, repair, enlarge, maintain, equip, finance and refinance, operate and regulate, and improve public transportation and parking facilities within and without the territorial boundaries of the City. The governing board of COTPA is authorized to consist of eight Indenture Trustees who are selected in the following manner:

A. Five Trustees are appointed by the City Council of Oklahoma City to serve five years staggered terms. One of these Trustees must live outside the corporate limits of Oklahoma City.

B. Three Trustees are ex-office members; the Mayor of Oklahoma City, the City Manager of Oklahoma City, and the Director of Finance of Oklahoma City.

The Parking System

The Parking System (herein sometimes called “Parking System” or “System”) presently consists of four (4) separate parking facilities plus certain surface parking lots in the City of Oklahoma City more fully described below:

A. The Santa Fe Parking Facility - This facility, which is owned by the Authority, was designed by R. C. Rich and Associates, Inc., Detroit, Michigan, and is located on the west side of the six-lain E. K. Gaylord Boulevard, between Main Street and Robert S. Kerr Avenue. The level floor and double helical spiral tamped structure is constructed of precast pre-stressed concrete and originally contained 1,480 parking spaces. Restriping has increased the capacity of this facility to approximately 1,722 parking spaces. 200 spaces of which are reserved for short-term parkers. Ingress and egress points are on Robert S. Kerr Avenue and E. K. Gaylord Boulevard. Ingress is controlled by the parking gate activated by a ticket issuing machine or an access card for contract parkers. Egress is controlled by cashiers or cards. Vertical movement of people in the seven-story structure is accomplished through the use of four elevators and four stairways. Two of the elevators are connected to each parking level by enclosed walkways. Approximately 25,800 square feet of commercial area is provided on the ground floor, some of which is leased. This facility was open on February 14, 1972. The garage is connected to the Metro Concourse System, which is a downtown system of all weather covered pedestrian facilities, which are primarily underground.
B.  *Century Center Parking facility* - This facility, which is owned by the Authority, was designed by HTH, Inc., Oklahoma City, Oklahoma, and is part of the Century Center, which also consists of a 15-story downtown Oklahoma City Hotel containing over 400 guest rooms and seven function rooms seating 50 to 600 people, and a retail-commercial mall with approximately 175,000 square feet of space. The Century Center is located on the block bounded by Broadway, West Sheridan Avenue, North Robinson Avenue and West Main Street with a tunnel connection to the adjacent Cox Convention Center and a pedestrian bridge to a parking structure adjacent to the First National Center. The facility has two underground parking levels plus two other levels of parking built on an air rights easement above the retail-commercial mall of the Century Center. The flat floor and spiral ramped structure originally contained 707 parking spaces. Restriping has increased the capacity of this facility to approximately 805 spaces. Ingress is from West Sheridan Avenue and is controlled by a parking gate activated by a ticket-issuing machine of an access card for contract parkers. Egress is on West Main Street and is controlled by cashiers or cards. Vertical movement of people in the structure is accomplished through the use of two elevators and four stairways. This facility was opened on September 6, 1976.

C.  *Cox Convention Center Parking* - The City has leased the underground area of the Cox Convention Center for the purpose of public parking and all of the City's interest in the revenues derived from that parking facility to the Authority. The Cox Convention Center contains approximately 947 underground parking spaces. However, the monthly contracts for this facility have a provision that event parking at the Cox takes precedence and in such event the monthly parkers are preempted and are required to park elsewhere. The facility is connected by a tunnel to the Century Center and has access to the Metro Concourse System. The facility is located on the square block bounded by Reno, Sheridan and Robinson Avenues and E. K. Gaylord Boulevard. Ingress and egress are controlled by access cards and cashiers at the six entrances/exits, there on E. K. Gaylord Avenue and three on Robinson Avenue.

D.  *The Sheridan-Walker Parking Facility* - The parking facility, which is owned by the Authority, is an eight level parking facility providing 1,116 parking spaces and approximately 22,000 square feet of commercial space all of which is leased. This facility was designed by Howard & Porch, A.I.A of Oklahoma City, Oklahoma with YHI. Inc. of Dallas, Texas as Consulting Engineers. It is a poured in place structure with prestressed concrete panels for the exterior. It is located at the northwest corner of the intersection of North Walker Avenue and West Sheridan Avenue in downtown Oklahoma City, Oklahoma. It is connected to the Montgomery, an exclusive downtown residential building, by two skywalks. Ingress and egress points are on Sheridan and Walker Avenues by gates and controlled by ticket machines, access cards and cashiers. Vertical movement of people is accomplished by the use of four elevators and three stairways, plus the skywalk.

*Surface Parking Lots* - The Authority also manages various surface parking lots.

*Metered Spaces* - The City has approximately 1500 metered parking spaces. With the completion of Project 180, it is expected we will have approximately 800 additional on street spaces.
ARTICLE 3  SCHEDULE OF EVENTS

The anticipated schedule for selection of a consultant is as follows:

Request for Proposals Released          July 22, 2013
Advertised in the Journal Record        July 24 and 31, 2013
Advertised in Parking Today (online)    July 22, 2013
Questions and Clarifications Deadline  August 23, 2013, at 2:00 p.m., Central Time
Proposal Submittals Due                 September 13, 2013, at 2:00 p.m., Central Time
Oral Interviews with Proposer(s) In    October 1, 2013
  Competitive Range (if required)
Negotiations Completed/                 October 23, 2013
  Best and Final Offers
COTPA Board Awards Contract(s)          November 1, 2013

NOTE:
Dates may change. Any changes to the Proposal Due date shall be issued by Addendum.

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ARTICLE 4 INSTRUCTIONS FOR PROPOSER

THESE INSTRUCTIONS, REQUIREMENTS AND ANY SPECIAL INSTRUCTIONS CONTAINED IN THE REQUEST FOR PROPOSALS ARE A PART OF THE TERMS AND CONDITIONS OF THE PROPOSAL. ANY EXCEPTIONS TO THESE INSTRUCTIONS/REQUIREMENTS OR PROPOSAL MUST BE SPECIFIED AND SUBMITTED WITH THE PROPOSER'S PROPOSAL. FAILURE TO INDICATE ANY EXCEPTIONS WILL BE REGARDED AS FULL ACCEPTANCE OF THESE REQUIREMENTS AND INSTRUCTIONS.

4.1 EXAMINATION BY PROPOSER. All proposers must examine the request for proposals, drawings, schedules, special instructions, and these general requirements prior to submitting any proposal. Failure to examine is at the proposer's own risk.

4.2 SUBMISSION OF FORMS. All proposals must be submitted and completed in ink or typewritten, on the forms provided by COTPA. The individual signing the proposal must initial any erasures and/or changes. An officer authorized by the proposer or an authorized representative must execute the required forms for this proposal and the contract.

The notarization form must contain:
1. the notary's signature
2. jurisdiction where notarization took place (i.e., State of__, County of___),
3. date of notarization,
4. the notary's commission expiration date
5. the notary's seal and
6. comply with all other applicable laws.

The proposals are to be delivered to:
Central Oklahoma Transportation and Parking Authority (COTPA),
Attn: Parking Manager
300 SW 7 St, Oklahoma City, OK 73109

4.3 ORIGINAL PROPOSAL FILED WITH COTPA'S PURCHASING DEPARTMENT. Hard Copy Proposals: An original and six (6) copies of the Proposal must be filed in a sealed envelope, which clearly identifies:
1. the proposal number,
2. description,
3. proposal opening date, and
4. the proposer's name and address.

One (1) electronic version must be submitted. All proposals must be time stamped before the hour specified on the opening date.

Proposals received after the date and time stated herein will be rejected. The proposer will be notified of the reason for the rejection and the proposal will remain unopened (date and time stamped) in the contract file. There are no exceptions to this statement.

4.4 DESCRIPTIVE TERMS. Unless the term “no substitute" is used, the use of brand name, manufacturer, make, or catalogue designation in describing an item does not restrict Proposers to that particular brand name, etc. The term is simply to indicate the type, character, quality
and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as that indicated in the request for proposals. A proposed substituted item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins and specifications.

4.5 EXCEPTIONS. Any exceptions [variances] to these instructions or request for proposals must be submitted in writing with the proposer’s proposal. Failure to indicate any exceptions [variance] will be regarded as full compliance with these requirements, and instructions for this Request for Proposal and will be construed to mean that the proposer proposes to furnish the exact commodity as described in the request for proposals/requirements.

4.6 EXEMPTIONS FROM CERTAIN TAXES. The purchase of certain items of equipment and/or materials by the contracting entity is exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the proposal prices. Upon request, applicable federal excise exemption certificates will be furnished.

4.7 PAYMENTS AND DISCOUNTS. [a] Payment for the materials, supplies, equipment or services as specified in the contract shall be processed promptly after completion of delivery of required services and accepted, and after receipt of properly prepared invoice(s) and documentation, if applicable. Late charges cannot be assessed against COTPA.

4.8 AWARD OF CONTRACTS. The contracting entity reserves the rights to: award by item, groups of items, or all items of the proposal; to reject any or all proposals in whole or in part; and, waive technical defects, irregularities and/or omissions.

4.9 RIGHT TO AUDIT. COTPA shall at all times have the right to examine books, papers and records of the successful proposer relative to all aspects of the contracts awarded as a result of this request for proposal to confirm contract compliance. Failure to provide the requested information may result in termination of the contract. This right to audit only affects contract compliance as a result of this request for proposal, and does not apply to proposer records beyond the scope of this contract.

4.10 Addendums must be shown received, initialed on the cost section within this proposal as follows:

Example: *(Section of the Cost proposal)*

I acknowledge receipt of addenda number(s)

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4.11 If you do not wish to return a proposal, please return the No Proposal Form, which is included herein.
ARTICLE 5  DEFINITIONS

"COTPA" means Central Oklahoma Transportation and Parking Authority.

Acceptance: It is understood that once COTPA accepts a Proposal, that document will constitute the contract contemplated by these instructions. Proposals are to be submitted on a firm fixed price basis.

Amendments: The Board of Trustees must approve changes to the contract and the change will be made by an amendment agreed to by all parties involved.

Award: The successful Proposers shall comply with the conditions and terms applicable. The successful Proposer shall be requested to comply with all applicable Equal Opportunity Regulations.

Clarification, corrections, or changes to specifications: All clarifications, corrections, or changes, to the solicitation documents will be made by Addendum only. Proposers shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a pre-proposal conference. Interpretations, corrections, and changes shall not be binding unless made by Addendum. All Addenda issued shall become part of the Agreement documents. Addenda will be sent to all known solicitations holders by facsimile or US mail. It is the Proposers sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged on the Proposing documents.

Commitment: This Request for Proposal does not commit COTPA to award a contract, pay any costs incurred in preparation of Proposals in response to this Offer or to procure or contract for goods and or services. Proposers shall be responsible for all costs incurred as part of their participation in the pre-award process.

Documentation of Proposals: All Proposals will be date/time stamped, logged and deposited by COTPA’s staff. The Proposals must be securely sealed and be clearly marked prior to delivery to COTPA.

Proposal Forms: Forms must be submitted on preprinted copies of the Proposal Forms supplied within this document.

Informed Proposers: Before submitting Proposals, Proposers must fully inform themselves of the conditions, requirements and specifications of the work or material to be furnished. Failure to do so will be at the Proposers’ own risk and they cannot secure relief on the plea of error.

Intent: Please note that COTPA’s intent for this request is to obtain a contract(s). Please note time is of essence and the award will be based on the terms and conditions of this offer however the contract(s) will not be awarded until the Board of Trustees have given their approval.

Late Proposals: Proposals not received by the Submittal Deadline are late. Late Proposals will be retained in the contract file unopened. The Proposers will receive a letter stating the reason their Proposals were not accepted. All Proposals shall be deemed received at the above address. Proposers are solely responsible for ensuring that his/her Proposal is timely delivered. Proposers who rely on overnight delivery services, the United States mail, private mail services, local couriers or delivery services, remain solely responsible for timely delivery of the Proposal and assume all risk of late delivery, miss delivery and non-delivery. There will be no exception to this policy.
**Not Submitting a Proposal**: Please return the No Proposal Form showing the reasons you are not participating. Examples would be as follows: Do not handle such product, too busy to handle a new customer and just not interested, etc.

**Objectionable Employee**: COTPA reserves the right to request and expect the Contractor to dismiss from the work in process at COTPA, any employee whom COTPA may deem incompetent, careless, insubordinate, or otherwise objectionable.

**Opening**: Proposals are opened publicly under the direction of the Purchasing Manager in the Conference Room located at 300 SW 7th Street, Oklahoma City, OK 73109. Proposal openings are under the regulations of the State of Oklahoma and City of Oklahoma City, the only information given out during a Proposal opening are the names of Proposers that presented Proposals. The Purchasing Manager will review all Proposals to see if they are responsive to this request. The proposals and the evaluation forms are presented to the project manager and the evaluation committee for their evaluation. The committee will complete the evaluation forms and return to the Purchasing Manager who will prepare evaluation tabulation. The project manager and the evaluation committee will be advised as to results on the evaluations. A Proposer will be recommended for a contract to the Board of Trustees. When the Board of Trustees approves the recommendation, a notice of award and the contract will be sent to that Proposer and Unsuccessful Proposer letters will be sent to the other Proposers.

**Questions, Interpretations, or correction of Quote Documents**: Any Proposer desiring a question, interpretation, change in, deletion of, exception to, or clarification of any provision in this request must submit a written request to Debi Holtzclaw, Parking Manager, at COTPA on or before fifteen (15) calendar days prior to the close date set within this request. Any questions received after the deadline will not be addressed.

**Submission Date**: Time and location is noted above in this document. (Late Proposals will not be accepted and there are no exceptions to this policy.)

**Submittal Deadline**: Proposals will be received by COTPA, and the offer opening will be at the Conference Room located at 300 SW 7 St, Oklahoma City, Oklahoma 73109 at the time and date stated herein.

**Successful Proposer** shall be requested to comply with all applicable Equal Opportunity Regulations. They will also be required to certify they are not on the Comptroller General’s list of Ineligible Proposer/Bidder.

**Terms of the Offer**: COTPA’s acceptance of a Proposer offer shall be limited to the terms herein unless expressly agreed in writing by COTPA. Offer presenting terms other than those shown herein will be declared non-responsive and will not be considered.

**Withdrawal**: Proposers’ authorized representatives may withdraw proposals only by written request received by the Purchasing Manager before the Proposal Submittal Deadline. After that time, Proposers may not withdraw their Proposals for a period of ninety (90) calendar days from the Offer Submittal Deadline. At no time may the successful Proposer withdraw their offer.
ARTICLE 6  PROPOSAL REQUIREMENTS

6.1 Proposals must concisely set forth full, accurate, and complete information required by this Request for Proposals. The Proposer shall provide all the work described in the Scope of Work. The price to be quoted shall include all labor, materials, tools, equipment, and other costs necessary to fully complete the work. Anything omitted from the Scope of Work, which is clearly necessary for the completion of the work, should be considered a portion of such proposal.

6.2 No consideration will be given by COTPA to claim of error in a proposal unless written notice of such claim and supporting evidence for such claim, including cost breakdown sheets, are delivered to COTPA within forty-eight (48) hours after the opening of proposals.

6.3 All proposals shall be typewritten or written in ink.

6.4 An authorized officer of such company shall sign all proposals.

6.5 Proposer may be required to furnish evidence of financial stability and solvency satisfactory to COTPA.

6.6 Proposers are required to answer all questions contained within these specifications. Deviation, omissions, or substitutions may invalidate the proposal.

6.7 Proposers are cautioned to verify their proposals before submission as requests for amendments to or withdrawals of proposals submitted, if received by the COTPA after such time specified for submission, will not be considered.

6.8 PROPOSERS ARE STRONGLY ADVISED TO READ AND ADHERE TO ALL SIGNATURE AND CONTRACTUAL REQUIREMENTS. REQUIREMENTS ARE SPECIFICALLY OUTLINED WITHIN THIS REQUEST FOR PROPOSALS. FAILURE TO COMPLY WITH ALL REQUIREMENTS MAY RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.

6.9 The proposer shall submit one (1) original and 6 copies of your proposal.

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ARTICLE 7  PROPOSAL FORMAT

Prefacing the proposal, the Proposer shall provide an Executive Summary of five pages or less, which gives a summation of the proposal in brief, concise terms. The proposal itself shall be organized in the following format and informational sequence:

**Technical Proposal** (not to exceed 30 pages, excluding promotional brochures, etc.)

7.1 **Business Organization**
State the full name and address of your organization and identify the parent company if you are a subsidiary. Specify the branch office or other subordinate element that will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the state in which you are incorporated or licensed to operate. Provide the name, phone number, email address, and fax number for your proposal contact.

7.2 **System Concept and Solution**
Provide a point-by-point response to this RFP. If a paragraph provides information but is not a deliverable requirement, the response to the paragraph should be “Acknowledged”. Clearly differentiate proposal response from RFP text by use of bold, color, or other contrasting format. An electronic version of this RFP can be found on the webpage of COTPA (gometro.org) and on the City’s web page (okc.gov) or can be provided by email (debi.holtzclaw@okc.gov) upon request.

7.3 **Financial and Legal Statements**
Proposers shall provide financial information to demonstrate the proposer’s capacity to complete the project as proposed, including the provision of vehicles, maintenance, and operations. At a minimum, the proposer shall provide a financial report/statement, to include a balance sheet and income statement for a fiscal or calendar year completed since December 31st, 2012. The proposer shall provide general information regarding any lawsuits filed against them or a parent company in the past three years.

7.4 **Scope of Work**
Describe your technical plan for accomplishing the required work. Specifically indicate:

1. A description of your work program by tasks. Detail the steps you will take for this project.

2. The factors that will be considered in the section above, and the depth to which each will be treated.

3. A statement of your compliance with all applicable rules and regulations of Federal, State, and Local governing entities. The Proposer must state compliance with terms of this Request for Proposal in the point-by-point response.

7.5 **Project Management Structure**
Provide a general explanation and chart, which specifies project leadership and reporting responsibilities and interface with COTPA project management team personnel. If the use of
sub-contractor is proposed, identify their placement in the primary management structure, and provide internal management description for each sub-contractor.

7.6 **Prior Experience**
Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2005. Supply the project title, year, and reference name, present title, address, and phone number of the principal person for whom prior projects were accomplished.

Qualifications and Related Experience of the Firm: Identify specialized and technical expertise and competence of the proposer in completing similar projects. Summarize successfully completed projects, proposer's role in the project, and relationship/similarity to the work proposed. Qualifications should be presented for the following disciplines or areas of expertise.

Include names and qualifications of all professional personnel who will be assigned to this project. State primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title, and their time with the firm.

Qualifications and Experience of Technical Staff: Identify project organization and staff assignments for the product specific tasks. Provide an estimate of work hours for key staff assignments and ability to complete work in a timely manner. Describe specialized and technical expertise and competence of key staff members. Resumes of key individuals and their specific area of expertise should be included for all staff proposed to work on the project.

7.7 **Client References**
Provide client references for at least six (6) projects similar in scope to that described in the Scope of Work. Provide client contact name, organization/company name, mailing address, telephone number, and fax number. Also provide a description of your firm's role in the project.

7.8 **Proposal Acceptance Period**
All proposals must include a statement that they are valid for a minimum period of 90 days subsequent to the RFP closing date.

7.9 **Proprietary Information**
All material submitted to COTPA becomes public property and is subject to the Oklahoma Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at the time of submittal. The City/COTPA will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the District Court. If the Proposer fails to identify proprietary information, he agrees that by submission of his proposal that those sections shall be deemed non-proprietary and available upon public request. Notwithstanding this provision, Proposer must not identify the entire proposal as proprietary.
7.10 **Financial Information**  
Please provide the required information about your company on the form, which is part of this packet, Statement of Proposer's Qualifications.

7.11 **Authorized Negotiator**  
Include name, address, and telephone number of the person in your organization authorized to negotiate contract terms and render binding decisions on contract matters. If other than an officer of the company, a letter must accompany this proposal giving the individual the authority to negotiate this agreement.

7.12 **Cost Proposal**  
The Cost Proposal Form to be used is included within this RFP. It shall indicate all costs for providing this service in accordance with the Scope of Work.

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ARTICLE 8 PROPOSAL PROCEDURES

The Central Oklahoma Transportation and Parking Authority (COTPA) reserves the right to reject any and all proposals, to waive any technicalities and formalities in the proposal or to award proposal items separately. COTPA also reserves the right to award multiple contracts.

Proposals within a competitive range (reasonable comparable in price and technical merit) will be identified and oral interviews may be conducted with those Proposers. The evaluation committee will review information from the oral interviews and a call for “best and final offer” from those Providers within the competitive range will be made. The contract will be awarded to the responsible and responsive Proposer(s) whose proposal(s) is/are most advantageous to COTPA with price and other factors considered.

Information contained in the proposals will not be released by COTPA prior to contract award in order to protect the integrity of the procurement process.

Submission of information relative to this RFP, subsequent to the proposal opening date, shall not be released by COTPA during the evaluation process or prior to contract award unless required by applicable laws. Proposers are further advised that COTPA may be required to release proposal information after contract award.

If a Proposer feels that any information is confidential or proprietary in nature, the Proposer must submit all such information in a separately sealed envelope prominently marked with the Proposer’s name and “PROPRIETARY INFORMATION.” COTPA shall not release or divulge such information to third parties without the consent of the Proposer unless required to do so by applicable law or order of a court of competent jurisdiction.

In the event a single proposal is received, COTPA will conduct a price and/or cost analysis of the proposal. A price analysis is the process of examining the proposal and evaluating a prospective price without evaluating the separate cost elements. It should be recognized that a price analysis through comparison to other similar services must be based on an established or competitive price of the services used in the comparison. The comparison must be made to a purchase of similar services and involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary for COTPA to conduct a cost analysis of the proposal price.

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ARTICLE 9  PROPOSAL EVALUATION

9.1 Proposal Evaluation
A Selection Committee will review responses received prior to the deadline for receipt of the proposals. Preliminary review will include consideration of responsiveness to the Request for Proposal and shall be based solely on the written responses. If necessary, proposers selected by the committee will be notified of a time and place to make oral presentations. Any presentation or interview of the proposer shall be at the sole expense of the proposer.

Final selection of a proposer or proposers will be made by committee based on the responses to the Request for Proposal, supplementary information provided in response to Selection Committee requests and presentations before the committee.

The selection committee shall consist of at least, a Non City-related Board of Trustee, the City Manager, or his/her designee, the COTPA Manager of Parking, or his/her designee and the Administrator of COTPA, or his/her designee.

Using the criteria below, the Selection Committee may select a short list of proposers. Oral presentations, in-depth technical question and answer sessions, and site visits may be used in the final selection process. The proposer shall bear the costs for any off site visits the proposer deems necessary in the selection process. COTPA shall bear the costs for any off site visits COTPA deems necessary in the selection process.

9.2 Evaluation Criteria
Proposals will be evaluated on the basis of the following order of priority:

1. Demonstrated strength of professionals assigned to work on the study – project leader, project specialists, etc.
2. Experience on similar projects including five (5) references.
3. Ability to work within the Authority’s time frame.
4. Economic (cost) competitiveness.
5. Project approach and process methodology.
6. Timeline on the completion of project.

9.3 Client References
Proposers should provide at least five (5) client references, which are similar in size and complexity to participants in COTPA’s Plans. At least two of the five references should be public sector clients. Information should include: name of client, reference, contact name, address, contact telephone number, size of group, and type of service provided.

Please notify the references that The Central Oklahoma Transportation and Parking Authority will be contacting them.
9.4 **Oral Presentations**
Oral presentations, in-depth technical question and answer sessions, and site visits may be used in the final selection process.

9.5 **Negotiations and Final Selection**
Negotiations will be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed contract, including contract price. COTPA also reserves the right to request documentation supporting the proposed contract price, including overhead rates for the firm and subcontractors.

   a. Final selection of a proposer or proposers will be made by committee based on the responses to the Request for Proposal, supplementary information provided in response to Selection Evaluation Committee requests, presentations before the committee, and "best and final offers" upon completion of negotiations.

   b. Any contract resulting from this Request for Proposal shall be evidenced by a written document, fully executed with funding committed, prior to any work commencing. The contract shall contain, at a minimum, the following items:

   1. Scope of work and nature of services to be provided.
   2. Responsibilities of both parties.
   3. Total amount of payment to be paid by COTPA.
   4. A clause for inclusion by reference of proposal into contract.

This Request for Proposal does not commit COTPA, to any costs incurred in the preparation of a proposal or the negotiations for the contract with any Proposer. Further COTPA does not commit to contract with any Proposer and COTPA may cancel this solicitation at any time.

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ARTICLE 10    SPECIFICATIONS AND SCOPE OF WORK

Task 1: Study of Current Parking

The study will begin with identifying locations where parking currently exists within the study area (see attached map). On street and off street parking should be included.

Task 2: Study of Future Parking Demand

Off Street Parking - The study will include an evaluation of the parking demand created by the new Convention Center, the Convention Center Hotel, and the MAPS 3 Park, in particular the northern portion of the park. The Alliance for Economic Development will also provide information about projected private development in the study area and the parking demand created by this development should also be included in the projection of future parking needs. Other changes such as the loss of VIP parking for the Chesapeake Arena due to the construction of the convention center and the possible redevelopment of the Cox Convention Center and the loss of the parking currently available in that facility should be addressed in the assessment of future parking needs.

From the calculation of parking currently available and the demand for additional parking, the gap of what is needed will be calculated and included in the study. Information from other recently completed parking studies commissioned by COTPA or the City should be referenced.

Task 3: Parking Recommendations

From the results of Task 1 the study should recommend and design possible off street parking to address projected demand. Garages that can be shared by both private and public development uses are desirable. Recommendations will include innovate solutions for shared parking and identify potential use of public and privately owned land to create needed parking.

Another important component of the parking system is on street parking. There will be on street parking added along the new Oklahoma City Boulevard and around and adjacent to the park. The study should include a calculation of the number of on street parking spaces to be added downtown and recommendations about the operation of these spaces. Also recommendations about how on street and off street parking should relate and be managed should be included in the parking management strategy (See Task 4).

Another important component of the parking recommendations is a circulation plan that demonstrates that downtown can operate as a system, looking at how people can park in one place and use various modes of transportation to get to their intended destination.

Task 4: Prepare Final Report

One of the desired outcomes of the study is to develop a parking management strategy for the study area. The strategy should address ways to balance on and off street parking so that use of off street parking is encouraged for longer term users and methods to encourage the development of off street parking that can be shared by private and public users. Recommendations about the use of technology to support the parking management system should be included.
The creation of a parking district has also been recommended by the MAPS 3 Park consulting team where the revenues of the parking district could be used to support the maintenance and operations of the MAPS 3 Park. This idea should be thoroughly analyzed, a projection of possible revenues should be developed and a financial plan prepared for the operation of the district. This analysis must take into consideration how the cost of develop parking will be distributed among private and public uses and how the distribution of costs impacts the possible revenues of the district. Other issues to consider in the parking management strategy are recommendations about how to encourage the development of structured parking and the role of surface parking lots in the system. Also it will be important to look at whether or not parking revenues will be sufficient to help support the operations of the MAPS 3 park and/or business improvement district activities.

**Task 5: Land Use and Zoning Recommendations:**

The report should also include recommendations about zoning, land use and development policies that will make the parking district or system operate more effectively. Recommendations about density, development about structured parking and surface parking are welcomed.

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ARTICLE 11  DEBRIEFING PROCEDURES

Post-award debriefing is available to unsuccessful Proposer upon written request five calendar days after receipt of letter to unsuccessful Proposer. COTPA shall disclose the following information, if applicable:

COTPA’s evaluation of unsuccessful Proposer’s weak or deficient factors in their Proposal, which include cost or price and technical rating, past performance information, overall ranking, if available, a summary of rationale for award, and reasonable responses to relevant questions.

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ARTICLE 12  PROTEST PROCEDURES

Prospective Proposer whose direct economic interest may be affected by the award of a Contract or by failure to award a Contract may protest. COTPA will consider all protests requested in a timely manner regarding the award of a Contract, whether submitted before or after an award. All protests are to be submitted in writing to COTPA, 300 SW 7th Street, Oklahoma City, Oklahoma 73109. Protest submissions should be concise, logically arranged, clearly states the grounds for the protest, and must include the following information:

- Name, address, and telephone number of protester; and,
- Identification of the solicitation or Contract number; and,
- Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents; and,
- Statement as to the relief requested.

Protests must be submitted to COTPA in accordance with these procedures and time requirements.

12.1. Protests Before Proposal Opening - Proposer protests alleging restrictive specifications or improprieties which are apparent prior to Proposal opening or receipt of Proposals must be submitted in writing to the Purchasing Manager and must be received five calendar days prior to the Proposal opening or closing date for receipt of Proposals. If the written protest is not received by the time specified, Proposals may be received and awarded in the normal manner unless the Purchasing Manager determines that remedial action is required. Upon receipt and review of written submissions and any independent evaluation deemed appropriate by COTPA, the Administrator, at his discretion, shall either (a) render a decision, or (b) conduct an informal hearing. At this hearing the interested participating parties will have an opportunity to present their positions and facts, documents, justifications, and technical information. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedures. After the informal hearing, the Administrator shall render a decision and advise all interested parties in writing no later than ten (10) calendar days following the informal hearing.

12.2. Protests After Proposal Opening/ Prior to Award - Protests against the award of a contract must be submitted in writing and received by the Purchasing Manager no less than five calendar days before the award of a contract by the COTPA Board of Trustees. Protests received prior to award will be reviewed by the Purchasing Manager and COTPA's Municipal Counselor and presented to the Administrator for a decision. Upon receipt and review of written submissions and any independent evaluation deemed appropriate by COTPA, the Administrator, at his discretion, shall either (a) render a decision, or (b) conduct an informal hearing. At this hearing the interested parties will have an opportunity to present their positions and facts, documents, justifications, and technical information. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedures. After the informal hearing, the Administrator shall render a decision and advise all interested parties in writing no later than five days from the informal hearing at which time the award of contract may be made. The award will not be made prior to five calendar days after the resolution of the protest unless COTPA determines that the items or services to be procured are urgently required; delivery or performance will be unduly delayed by failure to make the
award promptly; or failure to make award will otherwise cause undue harm to COTPA or the City of Oklahoma City.

12.3. **Protests After Award** - If the Board of Trustees has awarded the contract, the Administrator will issue a stop work order. The Proposer will be furnished with the notice of the protest, the basis, and the issues related thereto. Protests received after the award will be reviewed by the Purchasing Manager and COTPA's Municipal Counselor and presented to the Administrator for a decision. Upon receipt and review of written submissions and any independent evaluation deemed appropriate by COTPA, the Administrator, at his discretion, shall either:

a. render a decision, or  
b. conduct an informal hearing.

At this hearing the interested parties will have an opportunity to present their positions and facts, documents, justifications, and technical information. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedures. After the informal hearing, the Administrator shall render a decision and advise all interested parties in writing no later than five days from the informal hearing of the decision. A notice to proceed may not be issued prior to five (5) calendar days after the resolution of the protest unless COTPA determines that the items or services to be procured are urgently required; delivery or performance will be unduly delayed by failure to make the award promptly; or failure to make award will otherwise cause undue harm to COTPA or the City of Oklahoma City.

12.4. **Appeals and Requests for Reconsideration** - Appeals and requests for reconsideration of the determination made of the Administrator or designee must be submitted to the 300 S.W. 7th Street, Oklahoma City, OK 73109, and received within five (5) calendar days after the date of the written determination by the Administrator. The Administrator shall forward such appeal to the COTPA Board of Trustees, whose decision shall be considered final.

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ARTICLE 13   STANDARD CLAUSES

13.1. Contract Agreement Changes
COTPA will make the change by amending the Contract Agreement if approved by COTPA.

13.2. Contract Term
The term of the Agreement will be until completion and acceptance of service.

13.3. Time is of the Essence
Time is of the essence with respect to this Contract and the time for each service requested shall reasonable and shall be established by a purchase order and shall be strictly observed and enforced. Any failure on the part of COTPA to timely object to the timely performance shall not waive any right of COTPA to object at a later time.

13.4. Prohibited interest
No member, officer, employee of COTPA or of a local public body during his/her tenure or one-year thereafter shall have any interest directly or indirectly in this Contract Agreement or the proceeds thereof. No member of, or delegate to, the Congress of the United States of America shall be allowed to share in any or part of this Contract Agreement or to any benefit that may arise there from.

13.5. Legal Relations
The proposer shall comply with all COTPA resolutions and regulations, local ordinance, state and federal laws applicable under this Contract Agreement.

13.6. Contract Assignment
The Proposer shall not assign any interest, obligation or benefit under or in this Contract Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of COTPA. This Contract Agreement shall be binding upon and inure to the benefit of the successors of the parties.

13.7. Insurance and Indemnity
a) The Contractor assumes all risks incident to, or in connection with, its purpose to be conducted under or pursuant to the Contract, and to the extent allowed by law shall indemnify, defend and save harmless COTPA and the City and any participating public trust from damages, losses or injuries of whatever nature or kind to persons or property arising, directly or indirectly, out of the Contractor's operations or arising from acts or omissions of its agents, employees or subcontractors. The Contractor to the extent allowed by law shall indemnify, defend and save harmless COTPA and the City and any participating public trust from any penalties for violation of any law, ordinance or regulation affecting or having application to said operations, acts and omissions, or resulting from the carelessness, negligence or improper conduct of the Contractor or any of its agents, employees or subcontractors, and from the negligence of COTPA and the City or its employees in connection with the work or work site. The presence of, or inspections by, employees or other representatives of COTPA and the City shall in no manner diminish or affect the duties, obligations or responsibilities of the Contractor. The obligations imposed by this paragraph shall not be limited or extinguished by any obligation to provide insurance or by the provision of insurance.
b) During the entire term of the Contract, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to COTPA and the City and admitted to do business in Oklahoma, the following types of casualty and liability insurance.

2) Worker's Compensation. The Contractor shall maintain, during the term of the Contract, Worker's Compensation Insurance as prescribed by the laws of the State of Oklahoma, and Employer's Liability Insurance for all of its employees employed at the site of the project. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all subcontractor's employees, unless such employees are covered by the insurance purchased by the Contractor. In the event any class of employees engaged in work performed under the Contract or at the site of the project is not protected under such insurance heretofore mentioned, the Contractor shall provide or shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.

   i) Commercial General Liability. Contractor shall carry a policy of commercial general liability insurance. If the Contractor's Commercial General Liability coverage is written in a "claims-made" form, Contractor shall also provide tail coverage that extends a minimum of two years from the expiration of this Contract.

   ii) Automobile Liability Insurance. The Contractor shall maintain insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

b) Required insurance shall be carried and maintained throughout the term of this Contract, and Certificates of Insurance shall contain a statement by the insurer to the effect that the policy may not be canceled, fail to be renewed, nor the limits decreased without thirty (30) days prior written notice to COTPA and any participating public trust. The insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance showing the project number and description as indicated in the Contract. The Certificate must be signed by an authorized representative of the insurance companies shown in the Certificate. No work or occupancy of the premises shall commence at the site unless and until the required Certificates of Insurance are in effect and the written Notice to Proceed is issued to the Contractor by COTPA. Certificates shall be standard industry forms, such as ACORD, or in the form included in these specifications.

c) The amount of each liability insurance coverage shall not be less than a minimum liability limit in the greater of the following amounts:

   i) $1,000,000; or

   ii) the minimum amount required by the Contractor's prequalification classification. All liability and property policies as to which COTPA is not a named insured shall to the extent allowed by law provide by endorsement or appropriate coverage language that COTPA and any participating public trust are additional insureds. The required policies of insurance shall be construed in accordance with the laws of the State of Oklahoma.

d) No less than thirty (30) days prior written notice by registered or certified mail shall be given to COTPA of any cancellation, intent not to renew, or reduction in the policies' coverage.
except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Contractor shall take immediate steps to have the full amount of the limits appearing on the certificate reinstated. If at any time COTPA requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, the Contractor hereby agrees to promptly authorize and have delivered to COTPA such statement. The Contractor shall cover any impairment when known to it. The Contractor authorizes COTPA to confirm all information so furnished, as to Contractor's compliance with its bonds and insurance requirements, with the Contractor's insurance agents, brokers, surety and insurance carriers. All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by COTPA.

e) Any deductibles or self-insured retentions in excess of $10,000, or any other risk-management scheme other than a fully insured program of commercial general liability and automobile liability insurance, must be declared by the Contractor and be approved in advance by COTPA. At the option of COTPA, the Contractor shall require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to COTPA and any participating public trust, or the Contractor shall procure a bond guaranteeing payment of the losses and related investigations, claims administration and defense expenses not otherwise covered by Contractor's insurance because of deductibles or self-insurance retentions.

f) All insurance policies shall be issued by companies licensed in Oklahoma with an A.M. Best rating of A- VII or better. The Contractor shall provide certified, true and exact copies of all insurance policies required to COTPA and the City, on a timely basis, if requested by COTPA. In addition, each insurer who issues a certificate of insurance to COTPA is obligated to provide a copy of the policy to COTPA upon request.


In the event that COTPA is required to obtain funding approval prior to entering into the Contract with the Proposer, the Contract shall be deemed subject to the condition of funding approval, and the failure to obtain such approval, where required, shall terminate all Proposer's rights hereunder and bar it from the right to any mortgage, lien, or other security interest in any way arising out of or relating to this project.

13.9. Termination

13.9.1 Termination for Convenience

COTPA may terminate this contract, in whole or in part, at any time by written notice to the Proposer when it is in COTPA's or the Government's best interest. The Proposer shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Proposer shall promptly submit its termination claim to COTPA to be paid to the Proposer. If the Proposer has any property in its possession belonging to COTPA, the Proposer will account for the same and dispose of it in the manner COTPA directs.
13.9.2 Termination for Default [Breach or Cause]
If the Proposer does not deliver supplies in accordance with the contract delivery schedule, or, if
the contract is for services and the Proposer fails to perform in the manner called for in the
contract, or if the Proposer fails to comply with any other provisions of the contract, COTPA may
terminate this contract for default. Serving a notice of termination on the Proposer setting forth
the manner in which the Proposer is in default shall effect termination. The Proposer will only be
paid the contract price for supplies delivered and accepted, or paid for services performed in
accordance with the contract.

If it is later determined by COTPA that the Proposer had an excusable reason for not performing,
such as a strike, fire, flood, or events which are not the fault of or are beyond the control of the
Proposer, COTPA, after setting up a new delivery of performance schedule, may allow the
Proposer to continue work or treat the termination as a termination for convenience.

13.9.3 Opportunity to Cure
COTPA, in its sole discretion may, in the case of a termination for breach or default, allow the
Proposer thirty days in which to cure the defect. In such case, the notice of termination will state
the time period in which to cure are permitted and other appropriate conditions.

If the Proposer fails to remedy to COTPA's satisfaction the breach or default or any of the terms,
covenants, or conditions of this Contract within ten (10) days after receipt by Proposer or written
notice from COTPA setting forth the nature of said breach or default, COTPA shall have the right
to terminate the Contract without any further obligation to the Proposer. Any such termination
for default shall not in any way operate to preclude COTPA from also pursuing all available
remedies against the Proposer and its sureties for said breach or default.

13.9.4 Waiver of Remedies for any Breach
In the event that COTPA elects to waive its remedies for any breach by the Proposer of any
covenant, term or condition of this Contract, such waiver by COTPA shall not limit COTPA's
remedies for any succeeding breach of that or of any other term, covenant, or condition of this
Contract.

13.10 Payment Terms
The payment terms will be determined during negotiations and will become a part of this
contract.

13.11 Piggyback Options
COTPA reserves the right to assign all or a portion of this contract to any other governmental
entity.

13.12 Contract Payments and Retainage
The contract shall be prepared under the direction of COTPA, and shall incorporate all applicable
provisions. A firm fixed price or not-to-exceed contract is contemplated, with progress payments
as mutually determined to be appropriate.
13.13. Taxes

Purchases of goods or services for COTPA’s use are usually exempt from City, State, and most Federal Taxes. A Certificate is available from the Purchasing Office. Under no circumstances shall COTPA be liable to pay exempt taxes under any contract.


In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order:

i) contract articles  
ii) general instructions and requirements for Proposer  
iii) contract instructions, and  
iv) other references

13.15. Warranty (if applicable)

The Proposer warrants that at the time of final system acceptance, all items furnished under any resulting contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this contract. All Proposers will furnish with their proposal one copy of their warranty applicable to the supplies or equipment to be furnished.

As to any item, which does not conform to this warranty, the Proposer agrees that COTPA shall have the right to:

- Reject and return each nonconforming item to the Proposer for correction or replacement at the Proposer's expense, or
- Require an equitable adjustment in the contract price.

This warranty shall be in addition to any other rights of COTPA. All equipment and software warranties shall start on the date of system acceptance, and will be for no less than one year following final system acceptance.

13.16. Prices

Proposals shall be firm unless otherwise specified. In the event of a discrepancy between unit prices and extended price, the lowest of the price quotations shall govern.

13.17. Signature

The Proposer must sign each document in the RFP requiring a signature. The Proposer must initial any change made to the proposal.

13.18. Sub-contractor

The price proposed shall include any and all work to be done by sub-contractor, and COTPA will only process claims and payments to the prime Proposer. A list of sub-contractor to be hired shall be submitted as a part of the proposal (see Section 2.6). Use of sub-contractor does not relieve the Proposer of prime responsibility. COTPA reserves the right to approve all proposed sub-contractor.
13.19. Right to Reject
COTPA reserves the right to reject any or all proposals or to award the contract to the next most qualified respondent if the successful respondent does not execute a contract within 45 days after authorization to negotiate.

13.20. Clarification
COTPA reserves the right to request clarification of information submitted and to request additional information from any or all of the respondents.

13.21. Withdrawal of Proposal
Any proposal may be withdrawn until the date and time set for the opening of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for the period of 90 days, to provide COTPA with the services set forth in the attached specifications, or until the proposals have been approved.

13.22. Approval of Information Release
No reports, information, or data given to or prepared by the Proposer under the contract shall be made available to any individual or organization without the prior written approval of COTPA.

13.23. Termination
Any resulting agreement may be terminated at the discretion of COTPA upon 30 days notice to the other party.

13.24. Independent Proposer
The Proposer is, and shall remain at all times, an independent proposer with respect to activities and conduct while engaged in the performance of services for COTPA under any resulting contract.

13.25. Exceptions
If any exceptions are taken to any portion of the RFP, the Proposer must clearly indicate the exceptions taken and include a full explanation as a separate attachment to the proposal. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the RFP as proposed by COTPA.

All costs directly or indirectly related to preparation of a response to the RFP, including costs associated with bonding requirements, travel to COTPA for any pre-award on-site visits, or any oral presentations required to supplement and/or clarify a proposal which may be required by COTPA, shall be the sole responsibility of and shall be borne by the Proposer(s). All responses to this RFP become the property of COTPA.

13.27. Venue
The parties agree that any legal action, which is brought pursuant to this contract, shall be instituted in the District Court of Oklahoma County.
13.28. Enforcement
This contract shall be construed and enforced in accordance with the laws of the State of Oklahoma.

13.29. Access to Records and Reports
The Proposer agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Proposer agrees to maintain same until COTPA, the City of Oklahoma City, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

13.30. Civil Rights Requirements
(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, the Proposer agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Proposer 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). The Proposer 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.


(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Proposer 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 1430, pertaining to employment of persons with disabilities.
13.31. Breaches and Dispute Resolution

**Disputes** - Disputes arising in the performance of this Contract, which are not resolved by agreement of the parties, shall be decided in writing by COTPA's Purchasing Manager. This decision shall be final and conclusive unless within ten calendar days from the date of written notice to the Proposer of the Purchasing Manager's decision, the Proposer mails or otherwise furnishes a written appeal to the Administrator. In connection with any such appeal, the Proposer shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Administrator shall be binding upon the Proposer and the Proposer shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by COTPA, Proposer 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 act they are legally liable, a claim for damages shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between COTPA and the Proposer 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 the county and state in which COTPA 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 COTPA or Proposer 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.

13.32. Immigration

**NOTICE of “OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007”**
The State of Oklahoma enacted the “Oklahoma Taxpayer and Citizen Protection Act of 2007” which prohibits entities and persons entering into a contract with a public employer for the physical performance of services within this state unless said contractor/vendor has registered and participated in Status Verification System for the purpose of verifying the work eligibility status and information of all new employees hired on or after November 1, 2007. Although the prohibition becomes effective for contracts entered after July 1, 2008, this section is included in these specifications to provide notice to contractor/vendor and in an effort to encourage contractor/vendors to prepare for the effects of the “Oklahoma Taxpayer and Citizen Protection Act of 2007.” Therefore, included with this specification is a copy of the Immigration Affidavit that contractor/vendors will be required to submit with any contracts with a public employer for physical performance of services within the State of Oklahoma beginning after July 1, 2008.

**IMMIGRATION INDEMNIFICATION**
The Contractor/Vendor shall indemnify, defend, and hold harmless COTPA and the City and its participating and affected public trusts against any and all losses, expenses, damages, costs, or attorney fees directly or indirectly resulting from the failure of the Contractor/vendor, or any of its agents, representatives, subcontractor/vendors, material men, or supplies, to register or
participate in the Status Verification System as set for in the “Oklahoma Taxpayer and Citizen Protection Act of 2007.” Or the violation of said Act, or any suspension, termination, or invalidation of the Contract due to said failure or violation.

13.33. Truth in Negotiating
Execution of this Agreement by the Firm shall act as the execution of a truth in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which COTPA determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this agreement.

The balance of this page has intentionally been left blank.
ARTICLE 14 SIGNATURE REQUIREMENTS FOR PROPOSAL DOCUMENTS

All documents submitted as part of a proposal package must be signed by the person having the legal authority to bind the corporation or firm and the signature attested/notarized in accordance with the rules listed below. Failure to comply with the signature requirements below may result in the proposal being rejected as non-responsive.

a. **Name of Corporation or Firm:** Type or print the name of the corporation or firm submitting the Proposal on the line entitled "Name of Corporation or Firm".

b. **Proposals Submitted by a Corporation:** All documents requiring signature must have the original ink signature of the President or Vice President of the Corporation. The signature should be made on the line below the name of the corporation or firm. The Corporate Secretary must witness the President’s signature or Assistant Corporate Secretary, who signs on the line to the left of the President, and the firm's corporate seal, must be affixed. For each signature, the name and title of the person who signed must be typed or printed on the line below the signature line.

c. **Proposals submitted by a Company:** All documents requiring signatures must have the original ink signature of the Owner. The signatures should be made on the line below the name of the corporation or firm. No seal and witness signature are required in the "Attest" area. However, a Notary Public who will complete the required information and affix his/her seal must witness the Owner's signature. The name and title of the person who signed the Proposal must be typed or printed on the line below the signature line.

d. **Proposals submitted by Partnerships:** All documents requiring signatures must have the original ink signature of a General Partner. The signatures should be made on the line below the name of the corporation or firm. No seal and witness signature are required in the "Attest" area. However, a Notary Public who will complete the required information and affix his/her seal must witness General Partner's signature. The name and title of the person who signed the Proposal must be typed or printed on the line provided beneath the signature line.

e. **Proposals submitted as a Joint Proposal:** If two or more parties submit a joint Proposal, all forms must be signed by the appropriate representatives of each/all parties and each signature attested/notarized as provided above. The Proposer should modify the signature spaces to meet this requirement. Under each signature, the name and title of each person who signed must be typed or printed.

f. **Authorized Representative Signature Requirements:** Some businesses may delegate COTPA to sign Proposal documents to an authorized representative or agent. In such cases, all documents requiring signatures must have the original ink signatures of the "authorized" representative or agent. Attached to the documents signed by the authorized representative must be a power of attorney or resolution of the authorizing entity, executed in conformance with the above signature requirements, specifically providing the authorized representative with the COTPA to execute the documents on behalf of and binding the authorizing entity. A Notary Public who will complete the required information and affix his/her seal must notarize each signature on the documents and that of the authorizing entity. On the line beneath each signature, type or print the signer's name and title.
ARTICLE 15  REQUIRED PROPOSAL FORMS THAT NEED TO BE EXECUTED

- Not on Comptroller General's List of Ineligible Proposer/Bidder
- Statement of Proposer's Qualifications
- Anti-Collusion Affidavit
- Authorization for Information Affidavit
- Cost Proposal Form
- Proposer Declaration
- Reference Form
- No Proposal form
- Certificate of Non-Discrimination
- Immigration Affidavit
- Truth In Negotiation Certificate

All documents need to be signed prior to the Central Oklahoma Transportation and Parking Authority's Board of Trustees’ approving a contract. The owner or an officer of the business or corporation may sign this document. A corporate seal or Letter of Authorization is needed for any other signer. For instance, if a salesman or manager signs this form, a Letter of Authorization or a corporate seal is to be attached. Also if you do not have a corporate seal, the documents need to be notarized.

If you have any questions or concerns before having this document signed, please contact:

Debi Holtzclaw, Parking Manager
300 SW 7 St.  |  Oklahoma City, OK  73109
O: (405) 297-2932    F: (405) 316-2932
debi.holtzclaw@okc.gov  |  www.gometro.org

The balance of this page has intentionally been left blank.
CERTIFICATION THAT YOU ARE NOT ON THE COMPTROLLER GENERAL’S LIST OF INELIGIBLE PROPOSERS/ BIDDERS

The Proposer or Sub-contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the Comptroller General;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract Agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(If the Proposer or Sub-contractor is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PROPOSER OR SUB-CONTRACTOR, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 et. seq. ARE APPLICABLE THERETO.

By:_______________________________________________
Name of Corporation or Firm

__________________________________________________
Authorized Signature

The authorized official signing above hereby certifies that he/she has COTPA under State and Local law to comply with the subject assurances and that the certification above has been legally made.

State of ___________________________________________)
County of ___________________________________________

Subscribed and sworn to before me this _______ day of ________________, 2013.

Notary Public:________________________________________
Notary Number __________________________________________
My Commission Expires ____________________________________
STATEMENT OF BIDDER’S / PROPOSER’S QUALIFICATIONS (Page 1 of 2)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Should this page not be part of the bid/proposal packet, you’re bid will be classified as not in compliance and may be disqualified. The questions may be answered on separate attached sheets. Bidder/Proposer may submit additional information he/she desires.

1. Name of Bid/Proposer__________________________________________________________
2. Permanent Main Office Address__________________________________________________________________________
3. Office Phone_______________________ Cell Phone _____________________________
4. Fax Number_______________________ E-mail Address__________________________
5. When Organized______________________________________________________________
6. If a Corporation, where Incorporated__________________________________________
7. How many years have you been engaged in business under your present firm or trade name?
   _______________________________________________________________________
8. Contracts on hand:___________ (Schedule these, showing gross amounts of each Contract Agreement and the appropriate anticipated date of completion, this will be an attachment.)
9. General character of work performed by you.____________________________________
10. Have you ever failed to complete any work awarded to you? Yes______ No__________
11. If so, where and why?________________________________________________________
12. Have you ever defaulted on a Contract Agreement? Yes______ No__________
13. If so, where and why? This will be an attachment.
14. List the more important contracts recently completed by you, stating approximate gross cost for each, and the month and year completed, this will be an attachment.
15. List your major equipment available for this Contract Agreement, this will be an attachment.
16. Experience in General or Sub-contractor specialty work similar in importance to this project, this will be an attachment.
17. Background and experience of the principal members of your organization, including the officers, this will be an attachment.
18. Give bank reference.________________________________________________________
19. COTPA may ask for a detailed financial statement that you must furnished if requested, you must answer if you are in agreement that you will furnish the financials. Yes______ No________
20. Net Worth Ratio:____________________________________________________________
STATEMENT OF BIDDER’S / PROPOSER’S QUALIFICATIONS (Page 2 of 2)

Bidder/Proposer may submit any additional information he/she desires.

Dated this ___________________ day of ____________________________ 2013.

Being duly sworn deposes and says that he/she is ____________________________ (Title) and that the answers to the foregoing questions and all statements therein contained are true and correct.

By: ____________________________
   Name of Corporation or Firm

________________________________________
   Authorized Signature

State of ____________________________)
County of ____________________________)

Subscribed and sworn to before me this _____ day of ____________________________, 2013.

Notary Public: ____________________________
Notary Number___________________________
My Commission Expires ____________________
ANTI-COLLUSION AFFIDAVIT

This Proposal will not be considered unless this form has been fully completed and signed by the Proposer or Proposer's Authorized Agent, and notarized, dated and completed by a Notary Public.

The following affidavit is submitted by or on behalf of the Proposer as a part of this Proposal:

The undersigned of lawful age, being first duly sworn on oath, says:

The undersigned is the Proposer or the duly authorized agent of the Proposer submitting the Proposal which is attached to this statement, for the purpose of certifying the facts pertaining to the non-existence of collusion among Proposer and between Proposer and City or Trust officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any Contract Agreement pursuant to the Proposal to which this statement is attached;

The undersigned is fully aware of the facts and circumstances surrounding the making of the Proposal to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Proposal; and

Neither the Proposer nor anyone subject to the Proposer's direction or control has been a party:

to any collusion among Proposer in restraint of freedom of competition by agreement to Proposal at a fixed price or to refrain from Proposing;

to any collusion with any City or Trust official, agent or employee as to quantity, quality or price in the prospective Contract Agreement, or as to any other terms of such prospective Contract Agreement; nor in any discussion between Proposer and any City or Trust official, agent or employee concerning exchange of money or other thing(s) of value for special consideration in the letting of a Contract Agreement.

__________________________
Name of Individual, Partnership or Corporation

__________________________
Signature of Proposer or Proposer's Authorized Agent

State of______________________________
County of____________________________
) ss.

Subscribed and sworn to before me this ______ day of __________________, 2013.

Notary Public_______________________________

Notary Number ______________________________

My Commission expires__________________________
AUTHORIZATION FOR INFORMATION

The undersigned hereby authorized and requests any person, firm, or corporation to furnish any information requested by COTPA in verification of the recitals comprising this Statement of Proposer's Qualifications that I, being duly sworn deposes and says that the answers to the foregoing questions and all statements contained and true and correct.

Dated this _____ day of ____________, 2013.

By_____________________________________
Name of Corporation or Firm

___________________________________________
Authorized Signature

State of _____________________________)
) ss.
County of _____________________________)

Subscribed and sworn to before me this _______ day of _____________________________, 2013.

Notary Public:_________________________________________

Notary Number _______________________________________

My Commission Expires:_______________________________
COST PROPOSAL FORM

Submitted by:
NAME: _______________________________________________
(Please type or print)
ADDRESS: _______________________________________________
Phone: (          ) _______________________ Fax (          )  _____________________
E-mail: ___________________________________  Mobile: _______________________
FEDERAL ID# _______________________________________________

FIRM:__________________________________________

PROPOSALS WILL BE DUE AT THE ABOVE DATE AND TIME AND MAY NOT BE WITHDRAWN WITHIN
NINETY (90) DAYS AFTER SUCH DATE.

I CERTIFY that this proposal is made without prior understanding, agreement or connection with any
corporation, firm, or person submitting a proposal for the same contractual services and is in all respects
fair and without collusion or fraud. I agree to a Proposal by all conditions of this solicitation and certify
that I am authorized to sign this proposal and that the proposal is in compliance with all requirements of
the Request for Proposal including, but not limited to, certification requirements.

The Firm further declares that it has examined the solicitation documents and all addenda, and that it has
satisfied itself about COTPA’s requirements and all other information in the solicitation.

The Firm certifies neither the proposing firm nor any of its officers is on the Comptroller General’s List of
Ineligible Proposer or the United States comptroller General’s List of Ineligible Firms for Federally
Financed or Assisted Projects.

The undersigned Proposer hereby submits to Central Oklahoma Transportation and Parking Authority
COTPA this Proposal for: Auditing Parking Operations of the Central Oklahoma Transportation and
Parking Authority

The following request for the cost proposal as noted above:

Cost Proposal Sheet

Name of Proposing Firm or Other Entity ___________________________________________

Total Cost of Parking Study __________________________ Time of Completion _____________

The break down of your costs are:

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________

Authorized Signature __________________________ Printed Name _______________________

Page 41 of 49
Proposer Declaration

1. Proposer has carefully read and fully understands the full scope of the Specifications.

2. Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the Specifications.

3. This proposal may be withdrawn by requesting such withdrawal in writing at any time prior to proposal opening, but may not be withdrawn after proposal opening date and time.

4. The Central Oklahoma Transportation and Parking COTPA reserves the right to award or reject any or all proposals and to accept the proposal, which will, in its opinion, best serve the public interest. COTPA reserves the right to waive any technicalities and formalities in the Proposal.

5. I acknowledge receipt of addenda number(s)

   Addendum 1 Date ______ Initialed _______ Addendum 5 Date ______ Initialed _______
   Addendum 2 Date ______ Initialed _______ Addendum 6 Date ______ Initialed _______
   Addendum 3 Date ______ Initialed _______ Addendum 7 Date ______ Initialed _______
   Addendum 4 Date ______ Initialed _______ Addendum 8 Date ______ Initialed _______

---------------------------------------------------------------------------------------------------------
Proposer: (Name of Individual Partnership or Corporation)

---------------------------------------------------------------------------------------------------------
Signature of Proposer or Proposer's Authorized Agent

---------------------------------------------------------------------------------------------------------
Title of Proposer or Proposer's Authorized Agent

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Affix corporate seal if applicable
## REFERENCES FORM

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NO PROPOSAL FORM FOR PROJECT #2013 - 30

As part of COTPA's continuing efforts to locate new sources and maximize competition, we would appreciate feedback from Proposer who is not proposing on our goods and services. If you are not offering a proposal on the enclosed request, please indicate which of the following describes the reason you have not submitted a proposal. Your company will be retained on our Proposer list for future goods and services unless the first option is selected.

(Check One)

 ( ) 1. My firm does not offer the service requested.

 ( ) 2. The specifications were unclear. (Please attach information about your goods and services for future solicitations)

 ( ) 3. There was not sufficient time to submit a proposal. (COTPA may extend the deadline if requested).

 ( ) 4. My firm is working at full capacity presently.

 ( ) 5. The terms and conditions for this proposal are not acceptable to my firm. (Please explain)

_____________________________________________________________________________
_____________________________________________________________________________

( ) 6. Our experience on previous COTPA contracts was not satisfactory. (Please explain)

_____________________________________________________________________________

( ) 7. Other Comments

_____________________________________________________________________________
_____________________________________________________________________________

Firm Name:____________________________________________________________________
Address:______________________________________________________________________
Phone:______________________________ Fax:__________________________________

Signature of Authorize Agent

_____________________________________________________________________________

Title of Authorized Agent

_____________________________________________________________________________
CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this Contract Agreement, the proposer agrees as follows:

a. The proposer agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, ancestry or disability. The proposer shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, age, national origin, ancestry or disability, as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, or pay or other forms of compensation and selection for training, including apprenticeship. The proposer and any sub-contractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of The City of Oklahoma City setting forth the provisions of this section.

b. In the event of the proposer's non-compliance with this Non-discrimination Clause, the Contract Agreement may be canceled or terminated by the Central Oklahoma Transportation and Parking COTPA (COTPA) Board of Trustees. The proposer may be declared ineligible by the Board of Trustees for further contracts with COTPA until satisfactory proof of intent to comply shall be made by the proposer and/or Sub-contractor(s).

c. The proposer agrees to include the requirements of this Non-Discrimination Certificate in any subcontracts connected with the performance of this Contract Agreement.

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

Attest: (Corporate Seal)

______________________________
Name of Corporation or Firm

______________________________
Signature of Proposer or Proposer's Authorized Agent

______________________________  __________________________
Printed Name of Proposer     Printed Title

If Proposer's company is not incorporated, no corporate seal is required; however, the following statement must be executed.

State of ___________________________ ) ss.
County of ___________________________

Subscribed and sworn before me this ______ day of ____________, 2013

Notary Public_____________________________________________________
Notary Number ___________________________________________________
My Commission Expires:____________________________________________
NOTICE of “OKLAHOMA TAXPAYER & CITIZEN PROTECTION ACT OF 2007”

The State of Oklahoma enacted the “Oklahoma Taxpayer and Citizen Protection Act of 2007” which prohibits entities and persons entering into a contract with a public employer for the physical performance of services within this state unless said contractor/vendor has registered and participated in Status Verification System for the purpose of verifying the work eligibility status and information of all new employees hired on or after November 1, 2007. Although the prohibition becomes effective for contracts entered after July 1, 2008, this section is included in these specifications to provide notice to contractor/vendor and in an effort to encourage contractor/vendors to prepare for the effects of the “Oklahoma Taxpayer and Citizen Protection Act of 2007.” Therefore, included with this specification is a copy of the Immigration Affidavit that contractor/vendors will be required to submit with any contractors with a public employer for physical performance of services within the State of Oklahoma beginning after July 1, 2008.

IMMIGRATION INDEMNIFICATION

The Contractor/vendor shall indemnify, defend, and hold harmless COTPA and the City and its participating and affected public trusts against any and all losses, expenses, damages, costs, or attorney fees directly or indirectly resulting from the failure of the Contractor/vendor, or any of its agents, representatives, subcontractor/vendors, materialmen, or suppliers, to register or participate in the Status Verification System as set for in the “Oklahoma Taxpayer and Citizen Protection Act of 2007.” Or the violation of said Act, or any suspension, termination, or invalidation of the Contract due to said failure or violation.

The balance of this page has intentionally been left blank.
**COTPA and the City of Oklahoma City Immigration Affidavit**

The undersigned as Contractor/vendor or Contractor's Authorized Agent, being of lawful age and being first duly sworn on oath, hereby swears, affirms and states that the Contractor/vendor has registered and participates in the Status Verification System as set forth in “Oklahoma Taxpayer and Citizen Protection Act of 2007” to verify the work eligibility status of all new employees hired on or after November 1, 2007. This Affidavit must be signed by the Contractor/vendor, notarized, dated and completed by the Notary Public, and submitted prior to contract award.

State of ___________________________)
                                        ) §
County of ___________________________)

The undersigned, as Contractor/Vendor or Authorized Agent, hereby expressly adopts and affirmatively incorporates herein by reference the above recitation as the sworn statement of the Contractor/vendor and the signatory.

____________________________________
Name of Individual, Partnership, Limited Liability Company, or Corporation hereinafter called Contractor

____________________________________
Signature of Contractor/Vendor/Contractor or Authorized Agent

____________________________________
Type or print name and title of person who signed above

Signed and sworn to or affirmed before me on this __ day of ____________________, 2013.

By ___________________________ as the above named Contractor or Contractor's Authorized Agent.
(Insert name of person signing above)

My Commission expires______________ Notary Public ______________
My Commission # ____________

This Affidavit required prior to contract award by 25 Oklahoma Statues (2007) §§ 1312 & 1313.
TRUTH-IN-NEGOTIATION CERTIFICATE

I hereby certify that I am the ________________ (title) and duly authorized representative of the

Firm whose name is ___________________________________________________________ and

whose address is: ____________________________________________________________

In connection with the Firm's Proposal or price proposal for this firm fixed price, negotiated or change order
contract which is to be submitted to Central Oklahoma Transportation and Parking COTPA (COTPA) for
approval, I hereby certify, to the best of my knowledge, information, and belief, that:

a) The wage rates and other factual unit costs supporting the Firm's compensation, as set forth in the
Proposal or proposal, are accurate, complete and current as of the time of the contracting;

b) It is my understanding and the understanding of the Firm I here represent that if any of the items of
compensation under the above mentioned contract were increased due to the furnishing of
inaccurate, incomplete or non-current wage rates or other units of costs, the COTPA is entitled to an
adjustment in all appropriate items of compensation, including profit, to exclude any significant sum
by which the price was increased because of the defective data. It is also my understanding and that
of the Firm I here represent that COTPA's right of adjustment includes the right to a price
adjustment for defects in cost or pricing data submitted by a prospective or actual sub-contractor.

c) It is my understanding and the understanding of the Firm I here represent that if additions are made
to the original price of the contract, such additions may be adjusted to exclude any significant sums
where it is determined the price has been increased due to inaccurate, incomplete or non-current
wage rates and other factual costs.

Date________________________ Signature__________________________________________

Sworn to and subscribed to before me this _______ day of __________________, 2013.

Official Seal must be affixed.

Signature of Notary Public ________________________________________________

My Commission Expires _________________________________________________

(SEAL)