

FFY 2023 AGREEMENT

**CENTRAL OKLAHOMA REGIONAL TRANSPORTATION PLANNING ORGANIZATION
CONTINUING, COOPERATIVE AND COMPREHENSIVE
REGIONAL TRANSPORTATION PLANNING**

**SPR PLANNING FUNDS: SPRY-0010(087)PL, JP No. 01946(77)
CFDA NUMBER 20.205 (HIGHWAY PLANNING AND CONSTRUCTION)**

I PARTIES AND PURPOSE

This AGREEMENT made and entered into this day of 13 July, 2022, by and between the Oklahoma Department of Transportation (ODOT) and Central Oklahoma Economic Development District (COEDD), reaffirms the Regional Transportation Planning Process of the Central Oklahoma Regional Transportation Planning Organization (CORTPO) study area. The above-cited parties to this AGREEMENT will hereinafter be referred to individually as the DEPARTMENT and CORTPO respectively or, individually, or collectively as the PARTICIPANT or PARTICIPANTS. Frequent reference will be made in this AGREEMENT to the Federal Highway Administration, United States Department of Transportation, hereinafter referred to as FHWA. The purpose of this AGREEMENT is to provide State Planning and Research (SPR) funding of activities to coordinate and support the regional transportation planning process and the regional public participation process within the established CORTPO study area, excluding any metropolitan planning organization study area, pursuant to the Memorandum of Understanding between the DEPARTMENT and the CORTPO, and as identified in the FFY 2023 Planning Work Program (PWP).

II EFFECTIVE DATE

The provisions of this AGREEMENT shall become effective on the first day of October 2022, or on the day, this project is authorized by the Deputy Director, whichever comes later. This AGREEMENT shall be effective until all funding provided under Section V has been expended but in no event shall the term of this AGREEMENT be extended beyond September 30, 2023 for expenditure of SPR funds without supplementation as provided by Section XVII of this AGREEMENT. This AGREEMENT may be terminated earlier upon thirty (30) days written notice by either party as provided for in Section XVIII of this AGREEMENT.

III ORGANIZATION

Policy direction, plan selection, and development of programs for regional transportation planning shall be vested in the CORTPO Transportation Policy Board (TPB) whose membership and responsibilities are detailed in the FFY 2023 PWP. Each TPB will submit to the DEPARTMENT through the CORTPO transportation plans, policies, and implementation programs for review and endorsement.

IV PLANNING WORK PROGRAM The specific activities to be conducted and financed during the AGREEMENT period are prescribed in the FFY 2023 PWP. The PWP details the tasks, work responsibilities, costs, and funding sources of each activity to be undertaken with SPR funds. The purpose and product of the PWP will be a public participation process and a viable up-to-date

twenty (20) year comprehensive multi-modal transportation plan for CORTPO. Approval of the PWP by the PARTICIPANTS, TPB, and FHWA will constitute acceptance of the PWP as a part of this AGREEMENT, subject to the financing provisions of Section V herein.

V FINANCING

The DEPARTMENT presently has funds available, allocated through FHWA, which may be used to develop, support, and facilitate the regional transportation planning process and regional public participation process. Contingent upon the continued availability of such funds, the DEPARTMENT agrees to participate in the planning efforts to be administered and conducted by the CORTPO as detailed in the PWP. The PARTICIPANTS agree that the financing of this program as set forth in this AGREEMENT is as follows: Central Oklahoma Economic Development District\$ 125,000.00 Total SPR Funds for FFY 2023.....\$ 125,000.00 Such funds shall be on the basis of direct and indirect actual auditable cost as stated in 23 CFR Chapter 1, §420.113 and the provisions of the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 Code of Federal Regulations (CFR) 200 Subpart E. The direct costs shall be limited to the equipment rental, equipment purchase, authorized travel, office supplies, printing costs, personnel salaries, legal fees, personnel selection and placement, personnel relocation expenses, office rent and other necessary expenses directly associated with actual work performed under this AGREEMENT. Allowable indirect cost will be determined in accordance with 2 CFR 200.414. The financing provided by this AGREEMENT is for one hundred percent (100%) of the actual costs for the SPR, subject to audit. An additional 20% local match by the CORTPO is also required.

VI AUDIT

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

VII DISPUTES RELATED TO FINANCES

In the event of disagreement between the PARTICIPANTS relative to the eligibility of or the DEPARTMENT's financial participation in any work item or items contained in the PWP, the details of such disagreement shall be forwarded to both the Deputy Director of the DEPARTMENT and the Executive Director of the CORTPO who jointly shall make the final determination.

VIII PAYMENT

Payments for services described in the PWP and this AGREEMENT shall be disbursed by the DEPARTMENT on the basis of documented monthly billings from CORTPO showing the total actual costs incurred. Such billings shall be submitted each month. In no case shall payments exceed an amount equal to that percentage of the work actually completed and reported in

monthly progress reports. A final voucher for claims arising under this AGREEMENT shall be submitted within ninety (90) calendar days following the last day of the federal fiscal year, September 30, or the termination of this AGREEMENT, whichever comes first

IX PROGRESS REPORTS

CORTPO shall provide to the DEPARTMENT monthly reports of expenditures, by work items and a narrative discussion of accomplishments on work program items. Such reports shall be submitted in such form as may be specified by the DEPARTMENT.

X INSPECTION OF WORK

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

XI PROGRAM EQUIPMENT PROCUREMENT

Unless provided and budgeted, equipment to be purchased, constructed or rented in excess of \$1,000 dollars and purchased with DEPARTMENT funds, requires DEPARTMENT review and approval. The PARTICIPANT and/or the subrecipients shall provide a detailed list identifying each piece of equipment and/or instrument being requested for purchase. All PROGRAM equipment, materials and services financed in whole or in part pursuant to this agreement shall be purchased by, and in the name of, the PARTICIPANT and/or the subrecipients in accordance with applicable State law and standards set forth in the U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200 and (FTA Circular 4220.1F, as amended). PROGRAM equipment, materials and services shall be purchased in conformity with the latest approved PROGRAM budget and stated within in the PROGRAM Application. When a PARTICIPANT and/or the subrecipient has contracted out a portion of its federally funded operation or has passed through funding to a subcontractor competitive procurement requirements shall apply to the PARTICIPANT and/or subcontractor activities. In such circumstances, the procurement process of the PARTICIPANT and/or the subcontractor shall meet all state and federal requirements. Furthermore, the DEPARTMENT will maintain complete oversight to ensure PARTICIPANT/ subcontractor compliance. This requires written procurement procedures, overseeing selected procurement processes, and auditing the PARTICIPANT/ subcontractor as the DEPARTMENT deems necessary.

XII RECORDS The PARTICIPANT

hereby certifies that all records shall be maintained in accordance with generally accepted accounting principles and shall conform to the standards set forth in the, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR 200. Such records will be made available for inspection by the DEPARTMENT, at all

reasonable times at the respective offices during the contract period and for seven years after the date of the final payment of Federal funds to the DEPARTMENT with respect to the study. Copies of such records shall be furnished at cost to the DEPARTMENT.

XIII OWNERSHIP OF DATA

The ownership of the data collected under this AGREEMENT, together with reports, brochures, summaries, and all other materials of every description derived therefrom, shall be vested in the PARTICIPANT having the major funding responsibility for its development, subject to the applicable Federal and State laws and regulations.

XIV INFORMATION AND REPORTS

All Information, reports, proposals, brochures, summaries, written conclusions, graphic presentations, and similar materials developed by CORTPO and/or its consultants and financed in whole or in part by the DEPARTMENT, shall be submitted to the PARTICIPANTS for review and concurrence and shall have the approval of the appropriate study committee prior to its public release, presentation, dissemination, publication, or other distribution. The distribution of such information and reports, whether draft or final and including the PWP, to any unit of FHWA and FTA shall be made directly in writing provided the same is sent to DEPARTMENT at the same time.

XV PUBLICATION PROVISIONS CORTPO

and/or its consultants shall be free to copyright material developed under this AGREEMENT with the provision that the DEPARTMENT, FHWA and FTA reserve a royalty-free, nonexclusive, and irrevocable License to reproduce, publish or otherwise use, and to authorize others to use, the work for Government purposes. All reports published under this AGREEMENT may contain a credit reference to FHWA and FTA such as, "prepared in cooperation with the U.S. Department of Transportation, Federal Highway Administration, and Federal Transit Administration".

XVI TRAVEL AND TRAINING

All out-of-state travel and training associated with the PWP and payable under this AGREEMENT must have written approval of the CORTPO Executive Director. A copy of the approved travel voucher must be sent to the DEPARTMENT, for information, prior to actual travel. Reimbursement claims for travel expenses: transportation, lodging, per diem and other miscellaneous expenses, shall not exceed the maximum allowed for State agencies under Oklahoma law.

XVII AMENDMENTS OR MODIFICATION OF AGREEMENT

No changes, revisions, amendments, or alteration in the manner, scope, or type of work, or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the PARTICIPANTS with same formalities as are observed in the execution of this AGREEMENT. XVIII TERMINATION OF AGREEMENT This AGREEMENT was entered into by the PARTICIPANTS because of their mutual accord that the continuing, cooperative, and comprehensive transportation planning process provided herein was necessary. Either PARTICIPANT may terminate its interest and its obligation under this AGREEMENT by giving a

thirty (30) day notice in writing to the other PARTICIPANT as referenced in Section XXX of this AGREEMENT, it being understood that such termination may be adverse to the interests of the other PARTICIPANT. In the event of such termination, CORTPO shall deliver at cost to the DEPARTMENT all items mentioned in Sections X and XII of this AGREEMENT within thirty (30) calendar days following the effective termination date.

XIX GOVERNMENT-WIDE NONPROCUREMENT SUSPENSION AND DEBARMENT

The CORTPO agrees to comply and assures the compliance of each third party contractor and subrecipient, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," and in compliance of 2 CFR 200. In order to protect the public interest, the "Federal-Aid Eligibility Certification" (Exhibit A) shall be signed by the Executive Director of CORTPO, as to current history regarding suspension, debarment, ineligibility, voluntary exclusion, criminal convictions, or civil judgments involving fraud or official misconduct of himself/herself or any person associated with the administration and management of this federally funded project.

XX USE OF CONSULTANTS Under terms of this AGREEMENT,

the CORTPO may engage qualified consultants to perform certain duties on their behalf. All contracts with other parties for services within the scope of the Transportation Planning Process shall be completely justified, in writing, by CORTPO, and are subject to prior written approval by the DEPARTMENT. Contracts for work to be done must, at a minimum, meet the requirements of law relative to non-collusion and the provisions of 49 CFR, Section 18. U.S. Department of Transportation regulations (49 CFR Part 29) require that the DEPARTMENT shall ensure that CORTPO insert in each subcontract the provisions required by the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" (Exhibit B) and further shall require its inclusion in any covered transaction the CORTPO may make. All contracts and discussions between the DEPARTMENT and consultants retained by CORTPO must be initiated through CORTPO.

XXI RESPONSIBILITY FOR CLAIMS AND LIABILITY CORTPO

and/or its consultants shall save harmless the DEPARTMENT, FHWA and FTA from all suits, actions, or claims brought on account of any injuries or damages sustained by any person or property in consequence of any negligent acts or misconduct by CORTPO and/or its consultants or the negligent acts or misconduct of their subconsultants, agents, or employees arising from this AGREEMENT or on account of any claims or amount recovered for an infringement of patent, trademark, or copyright, or from any claim or amounts arising or recovered under the Workman's Compensation Laws or any other laws. CORTPO and/or its consultants shall not be released from such responsibility until all claims have been settled and suitable evidence to the effect furnished the DEPARTMENT.

XXII COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

CORTPO and the DEPARTMENT agree that all operations under the terms of this AGREEMENT will be in compliance with the applicable requirements of Title 49, Code of Federal Regulations, Part 21, which was promulgated to effectuate Title VI of the Civil Rights Act of 1964. In furtherance of requirements of Title 49, the following clauses and the "Nondiscrimination of

Employees" (Exhibit C) are made a part of this contract. The term contractor or consultant shall mean the CORTPO and/or its consultants. (1) Compliance with Regulations: The contractor will comply with the Regulations of the US Department of Transportation relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract

(2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Exhibit C of the Regulations.

(3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DEPARTMENT, FHWA or FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the DEPARTMENT, FHWA or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the non-discrimination provisions of this contract, the DEPARTMENT shall impose such contract sanctions as it, the FHWA or the FTA may determine to be appropriate including, but not limited to:

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination, or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurement of the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the DEPARTMENT, the FHWA or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a

subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States Attorney to enter into such litigation to protect the interests of the United States.

XXIII COMPLIANCE WITH MINORITY BUSINESS ENTERPRISE ACT CORTPO

and the DEPARTMENT agree to adhere to the requirements that are specified in Sec. 23. 43, (General Requirements for Recipients) of 49 CFR 23 "Participation by Minority Business Enterprise in Department of Transportation Programs", a copy of the "Disadvantaged Business/Women's Business Enterprises" (Exhibit D) is attached hereto and becomes part of this AGREEMENT.

XXIV COMPLIANCE WITH CERTIFICATION REGARDING LOBBYING CORTPO

agree to adhere to Section 1352, Title 31, U.S. Code, which in part prohibits the use of Federal appropriated funds by the PARTICIPANT(S) for influencing the making or modification of any Federal contract, grant, loan or cooperative agreement. A signed copy of the "Certification for Federal-Aid Contracts" (Exhibit E) regarding lobbying is attached hereto and becomes part of this AGREEMENT.

XXV COVENANT AGAINST CONTINGENT FEES CORTPO

warrants that it has not employed or retained any company or person specifically to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this AGREEMENT without liability, or at its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

XXVI PRIOR UNDERSTANDING This AGREEMENT

incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions, and constitutes the full and complete understanding and contractual relationship of the PARTICIPANTS.

XXVII GOVERNING LAWS AND REGULATIONS CORTPO

and its subconsultants shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any nature affecting the performance of this AGREEMENT including workman's compensation laws, minimum and maximum salary and wage statutes and regulations. When required, the CORTPO shall furnish the DEPARTMENT with satisfactory proof of its compliance therewith. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Oklahoma and the applicable rules, regulation, policies and procedures of the Oklahoma Transportation Commission.

XXVIII HEADINGS

Article headings used in this AGREEMENT are inserted for convenience of reference only and shall not be deemed a part of this AGREEMENT for any purpose.

XXIX BINDING EFFECT This AGREEMENT

shall be binding upon and inure to the benefit of the DEPARTMENT and CORTPO and shall be binding upon their successors and subject to the limitation of Oklahoma Law.

XXX NOTICES

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

-
- (1) if intended for the DEPARTMENT, by electronic transmission, mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to the state at:

Department of Transportation
Strategic Asset & Performance Management Division
200 Northeast 21st Street
Oklahoma City, Oklahoma 73105-3204

(Agenda and meeting notices, because of their volume, may be sent by third class mail or by electronic transmission)

- (2) if intended for CORTPO, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to CORTPO at:

Executive Director
COEDD 400 N Bell
Shawnee, OK 74804

XXXI SEVERABILITY

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

IN WITNESS WHEREOF, the Executive Director of the Central Oklahoma Economic Development District has set his/her hand and seal this 14 day of July, 2022 and the Deputy Director of the Oklahoma Department of Transportation has set his/her hand and seal this _____ day of _____ 2022.

CENTRAL OKLAHOMA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

Reviewed and Approved

As to Legality and Form:

Attorney



Executive Director

COEDD
400 N. Bell
Shawnee, OK 74804

Federal Tax ID Number: 73-1373206

OKLAHOMA DEPARTMENT OF TRANSPORTATION

Recommended:

Strategic Asset & Performance Date
Management - Division Engineer

Director of Capital Programs Date

Reviewed and Approved
As to Legality and Form:

Approved:

General Counsel Date

Deputy Director Date

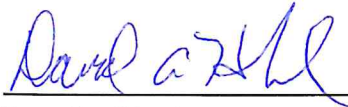
EXHIBIT A

FEDERAL-AID ELIGIBILITY CERTIFICATE

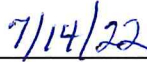
The undersigned hereby certifies to the best of his or her knowledge and belief:

- (1) That he or she is the fully authorized agent of the Prospective PARTICIPANT in this project which involves, Federal funding and has full knowledge and authority to make this certification.
- (2) That, neither the Prospective PARTICIPANT nor any person associated therewith in the capacity of director, officer, manager, auditor, or accountant, nor any person in a position involving the administration of federal funds:
 - a. Is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and
 - b. Has been suspended debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; and
 - c. Has a proposed debarment pending; and
 - d. Has been indicted, convicted, or had a civil judgment rendered against any of the afore-mentioned by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years, except:

If none so state by entering the word none: _____



Executive Director
COEDD



Date

ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subconsultants, material suppliers, vendors, and other lower tier PARTICIPANTS.

-Appendix B of 49 CFR Part 29 –

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

Instructions for Certification

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

EXHIBIT C (page 2 of 2)

certification is erroneous. A PARTICIPANT may decide the method and frequency by which it determines the eligibility of its principals. Each PARTICIPANT may, but is not required to, check the Non-procurement List.

- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a PARTICIPANT is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph five of these instruction, if a PARTICIPANT in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

OKLAHOMA DEPARTMENT OF TRANSPORTATION

DISADVANTAGED BUSINESS/WOMEN'S BUSINESS ENTERPRISES

POLICY STATEMENT

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

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

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

OKLAHOMA DEPARTMENT OF TRANSPORTATION

CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S

BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS

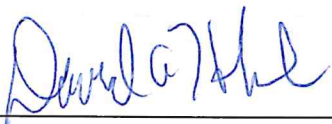
- (1) It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, and services. Affirmative steps shall include the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

CERTIFICATION FOR FEDERAL-AID CONTRACTS

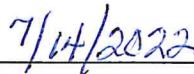
The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form LLL, "Disclosure Forms to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards in excess of \$100,000, at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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



Executive Director
COEDD



Date

STATUTORY CERTIFICATION

Title 74 Okla. Stat 85.22

The undersigned hereby certifies to the following statutory requirements:

- (1) That I am the agent authorized by the CONTRACTOR to submit the attached CONTRACT to the State of Oklahoma. I am fully aware of the facts and circumstances surrounding the making of the CONTRACT to which this statement is attached and have been personally and directly involved in the procurement of that CONTRACT.
- (2) That the contractor has not paid, given, or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing(s) of value, either directly or indirectly, in procuring this CONTRACT.
- (3) That no person who has been involved in any manner in the development of this Agreement while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under this CONTRACT.
- (4) That, to the best of my knowledge and belief, the Contractor has not previously entered into a CONTRACT with the Oklahoma Department of Transportation or any other agency of the State of Oklahoma which would result in a substantial duplication of the services required by this CONTRACT.
- (5) That the Contractor has registered and fully participates in the Status Verification System, as required by Title 25 O.S 1313(B)(!), to verify the work eligibility status of all new employees of the Contractor.

Certified by the Contractor's authorized representative, DATED: _____

CERTIFIER