

Oklahoma Turnpike
Authority
Request for Proposals
General Technology Consultants
(RFP #2023-008)

March 13, 2023



OKLAHOMA
Turnpike Authority

**Request for Proposal
For A General Technology Consultant Firm
(RFP # 2023-008)**

1. INTRODUCTION:

The Oklahoma Turnpike Authority (“OTA” or “Authority”) is seeking proposals from qualified firms that demonstrate to the OTA that the firm is “qualified” and competent to provide the services listed in this Request for Proposal (RFP).

To be considered “qualified,” firms must be independent and demonstrate the skills and experience necessary to perform, at a minimum, the services listed in this Request for Proposal (RFP). **General Technology Consultant Services** shall be undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity and in conformance with the applicable laws and regulations published and in effect at the time of performance of the services.

2. PURPOSE:

This request for proposal (“RFP”) solicits sealed proposals from qualified consultants (the “Consultants”) to establish one or more contracts through competitive negotiations for the provision of services as a General Technology Consultant (the “GTC”) to the OTA operations.

It is the Authority’s intent to select one or more qualified Consultant(s) to provide on-call professional consulting services related to toll-industry infrastructure and technology and the Authority’s electronic toll collection system and toll facility operations for projects. The selected Consultant(s) will work with the OTA’s various departments and existing GTC to provide assistance and expertise on, but not limited to, toll system, back office, customer service and information technology system; provided however, the GTC will receive final approval from the OTA’s representatives on all projects.

3. CONTRACT PERIOD:

Two (2) year contract with an option to renew for two (2) 2-year extensions with mutual agreement between the OTA and the Consultant(s) selected. All rates provided in the Consultants response shall be valid for the 2 year initial term and open for negotiation for any subsequent contract extensions.

A Contract with OTA will become effective once approved by the OTA’s governing board and executed with authorized signatures from both OTA and Consultant.

4. SCOPE OF SERVICES REQUESTED:

OTA seeks professional technology consultants within the following areas:

Experience in tolling and tolling technology or industry equivalent with relevant years of experience including but not limited to:

Procurement and contract support including RFI and RFP development

Project Management

Oversight of toll equipment installation, integration, and testing

Contract technical compliance including toll lane audits

Engineering design support for toll collection system

ITS Systems

Back Office Systems including point of sale

Cybersecurity

Road User Charging (RUC)

5. INSTRUCTIONS AND CONDITIONS FOR SUBMITTING PROPOSALS:

In connection with this RFP, interested firms should limit their contact with the OTA by communicating with **David Machamer** at (405) 425-3656 regarding this RFP. Email address dmachamer@pikepass.com

Contact with persons other than Mr. Machamer regarding this RFP may be grounds for elimination from the selection process.

Additional Proposal Preparation and Submission Instructions:

Oral Presentation:

Consultants who submit proposals in response to this RFP may be requested to give an oral presentation of their proposal to the Proposal Evaluation Team. An oral presentation may provide an opportunity for the Consultant to clarify or elaborate on the proposal. If requested, OTA will schedule the time and location for these presentations. Oral presentations are an option of the Proposal Evaluation Team and may, or may not, be conducted.

Consultant Understanding of Requirements:

Consultants are responsible to inquire about and clarify any requirement of this RFP that is not understood. Your submittal constitutes your understanding of the RFP requirements and OTA business operations. No oral requests for information or clarification will be accepted. All inquiries related to this RFP must be submitted by email, no later than March 24, 2023, to David Machamer at dmachamer@pikepass.com. Please reference the RFP # 2023-008 in the subject of

the email correspondence. No further written inquiries will be accepted after close of business on that day.

Proposal Costs Incurred: The Authority is not liable for any costs, including tolls, incurred by Consultants responding to the RFP.

Specific Proposal Requirements:

In addition to the tabbed items below, each proposal shall include, a letter of transmittal from the prime Consultant demonstrating the Consultant's as well as all proposed subcontractor's commitments for specific time periods for projects, and identifying their relationships and arrangements with the Consultant.

Proposals should be as thorough and detailed as possible so that OTA may properly evaluate your capabilities to provide the required services. Consultants shall submit the following items, separated by tabs within the proposal.

Tab 1: General Qualifications:

- a. Describe your firm's organizational structure and history. Include legal name and address; legal form of company (partnership, corporation, joint venture, etc.); if joint venture, identify the members of the joint venture and provide all information required within this section for each member; or if company is wholly-owned subsidiary of "parent company"; and address(es) of office(s) working on this engagement.
- b. Describe your firm's business relationship with tolling equipment manufacturers and tolling services providers including TransCore and Conduent.
- c. Describe your firm's toll industry expertise and your firm's qualifications to provide GTC services in a toll facility environment.
- d. Describe your firm's experience in the inspection, review and assessment of toll facilities and related operation policies and procedures.
- e. Describe your firm's experience in developing testing standards and specifications for toll equipment and software, including electronic and video toll collection.
- f. Describe your firm's experience in the inspection, review and assessment of automatic license plate recognition equipment, tolling equipment and processes.
- g. Describe your firm's experience in the inspection, review and assessment of toll facility-specific information technology environments and related operational policies and procedures.
- h. Describe your firm's experience in the design, development and implementation of information technology related server and storage environments.
- i. Describe your firm's experience in the design, development and implementation of information technology related network and security environments.

- j. Describe your firm's experience in the design, development and implementation of information technology related telecommunication environments.
- k. Describe your firm's experience in the design, development and implementation of transportation Maintenance and Engineering Division technology related solutions.
- l. Describe your firm's experience in providing similar GTC services within the toll industry.
- m. Provide a list of all tolling authorities and other firms you have performed similar work for. The list must include dates you performed the work, type of work performed, contact personnel, phone number, and addresses.
- n. Also provide a similar list(s) for each subcontractor you propose to use.

Tab 2: Proposed Staff Qualifications & Resources

- a. Provide the name and resume of the proposed Project Coordinator to be assigned to this project. The proposed Project Coordinator may be replaced at the request of the OTA prior to award. Once this person is assigned, he/she will only be taken off this engagement with the OTA's approval. Describe your proposed Project Coordinator's experience in providing similar GTC services within the toll industry.
- b. Provide a detailed organizational chart which graphically illustrates the structure of your team
- c. Identify by name, title and location, the key individuals who will be responsible for the provision of GTC services. Describe the role of each individual; provide summary resumes (no more than one page) for all individuals listed. Indicate the roles and responsibilities of any sub-consultants and indicate each sub-consultant's involvement as a percentage of the overall team effort.
- d. Provide an estimate of your firm's current workload and available resources. You should specifically address this issue with respect to the proposed key personnel for this engagement. Also, disclose involvement in any pending OTA projects.
- e. Demonstrate your firm's ability to provide additional resources and to react to changes in scope and service.

Tab 3: Project Understanding & Plans for Providing Services:

- A. Briefly describe your firm's understanding of OTA's needs for a GTC.
- B. Describe your approach to providing GTC consulting services and how you propose to meet the needs described herein. Discuss the technical and management approach to this

engagement, including staffing plans. Discuss communication methods necessary to ensure deliverables and projects are completed on schedule.

Tab 4: Pricing Schedule:

- A. A list of relevant disciplines needed for this engagement is shown below. Provide a pricing schedule for each discipline listed. Provide detail concerning additional, estimated fixed and variable expenses. Consultant may add any relevant disciplines not listed or show equivalents to the titles shown below.

| Group | Title | Minimum Years Direct Experience | Skills |
|--------------|---------------------|--|---|
| Toll | Project Coordinator | 10 | Wide ranging experience in toll industry Knowledgeable of: Toll Plaza Design Toll Operations Toll Systems Operations and Maintenance Costs and Procedures Audit/ Accounting Latest Toll Technology. Excellent communication skills |
| Toll | Software Specialist | 5 | Trained as a software developer Previous experience in toll collection system software or similar Knowledgeable of: Lane software Plaza software Host software Customer Service Center and automatic license plate recognition Processing software Audit/ Accounting software Toll system testing and troubleshooting |
| Toll | Hardware Specialist | 5 | Trained or significant experience in hardware selection and technology relating to toll systems |

Previous experience in toll collection system hardware
 Knowledgeable of:
 Lane hardware
 Plaza hardware
 Host hardware
 Customer Service Center and automatic license plate recognition hardware
 Workstations and other peripheral equipment
 Toll system testing and troubleshooting
 Shape Based Classification

6C, SEGO₁ and IAG Protocols

Tri-protocol readers

Toll Audit/Accounting Specialist 5

Trained or significant experience in accounting and audit principles relating to toll systems or similar
 Previous experience in toll collection system audit and accounting practices including cash management reconciliation.
 Knowledgeable of:
 Transaction processing and data
 Toll collector operations and audit requirements
 Host hardware
 Customer Service Center and automatic license plate recognition processing
 Toll system testing and troubleshooting
 Cost to collect a transaction

Toll Toll Operations Specialist 5

Trained or significant experience in toll facility operations or similar
 Previous experience in toll facility operations and toll collection
 Knowledgeable of:
 Cashless collection
 ETC collection
 Personnel management
 Customer Service Center and automatic license plate recognition processing
 Facility operations and traffic management
 Toll system testing and troubleshooting

| | | | |
|------|--|---|---|
| Toll | Toll Maintenance Specialist | 5 | <p>Trained or significant experience in hardware and software maintenance relating to toll systems</p> <p>Previous experience in toll collection system maintenance or similar</p> <p>Knowledgeable of:</p> <p>Lane hardware and software</p> <p>Plaza hardware and software</p> <p>Host hardware and hardware</p> <p>Customer Service Center and automatic license plate recognition hardware and software</p> <p>Workstations and other peripheral equipment</p> <p>Toll system testing and troubleshooting</p> <p>Costs associated with toll system maintenance</p> |
| Toll | Toll Technology Specialist | 5 | <p>Trained or significant experience in RFID and tolling equipment</p> <p>Previous experience in collection equipment technology or similar</p> <p>Knowledgeable of:</p> <p>Lane hardware and software</p> <p>Plaza hardware and software</p> <p>Host hardware and software</p> <p>Customer Service Center and automatic license plate recognition hardware and software</p> <p>Workstations and other peripheral equipment</p> <p>Toll system testing and troubleshooting</p> <p>6C and IAG Protocols</p> <p>Shape Base classification</p> <p>Tri-protocol readers</p> |
| Toll | Electronic Tag Customer Service Specialist | 5 | <p>Trained or significant experience in area of operations of an electronic toll tag customer service center</p> <p>Previous experience in operations of an electronic tag customer service center</p> <p>Knowledgeable of:</p> <p>Certified or proficient in Six Sigma Methods</p> |

Developing Key Performance Indicators (KPIs)
Change Management
Video Enforcement / Pay by Plate Operations
Analyzing / Developing efficiencies in operations
Call Center efficiencies including Quality Assurance
Business rules for electronic toll

IT / Software Sr. Software Developer 5

Windows XP 7, 8

At least 5 years professional programming experience in application development using Visual Studio

Strong C# development skills

Strong knowledge of data mining services, architecture, validation, and testing with an emphasis on developing to large-scale SQL Server implementations

Able to deliver quality products in a rapid Agile environment

Experience with web service-oriented architectures

Experience with Git source control .

Experience with OWASP and secure coding and development practices with a full understanding of security during the SDLC

Experience working and delivering complex software projects with Scrum

5+ years of experience in medium to large business environment direct support for 100+ users

Tab 5: Appendices, Data and Other Submissions:

Include signed copies of any addendum (if applicable), data or other submissions necessary to support your proposal.

6. RFP SUBMISSION:

All responses to this RFP must be received by the **Oklahoma Turnpike Authority on or before 3:00 P.M., Central Standard Time, Thursday April 6, 2023**. Responses may be mailed or hand delivered to the OTA's Reception Desk at 3500 Martin Luther King, Oklahoma City, OK. 73111. All proposals should be in a sealed envelope clearly marked

“Proposal - RFP# 2023-008” and **mailed or hand delivered to Oklahoma Turnpike Authority, Attention: Sue Dauz, Procurement Officer, 3500 N. Martin Luther King Avenue, Oklahoma City, OK 73111.**

Proposals will be opened immediately after the closing deadline. You may attend the opening at the Oklahoma Turnpike Authority Offices or via Zoom below:

[Join Zoom Meeting](#)

One tap US: [+16692545252](tel:+16692545252), [1619013856#](tel:+1619013856) or [+14154494000](tel:+14154494000), [1619013856#](tel:+1619013856)
mobile:

Meeting <https://www.zoomgov.com/j/1619013856?pwd=ZUFYdzhmVDUvWGwrM053Q3FMMnlxUT09>

URL:

Meeting ID: 161 901 3856

Passcode: 312209

Join by Telephone

For higher quality, dial a number based on your current location.

Dial: +1 669 254 5252 US (San Jose)
+1 415 449 4000 US (US Spanish Line)
+1 669 216 1590 US (San Jose)
+1 646 964 1167 US (US Spanish Line)
+1 551 285 1373 US
+1 646 828 7666 US (New York)
833 435 1820 US Toll-free
833 568 8864 US Toll-free

Meeting ID: 161 901 3856

7. RESPONSIVENESS:

The detailed requirements set forth below are mandatory. Failure to respond to a specific requirement may result in disqualification. The submission should be concise and limited to no more than **25** pages, not including resumes (8 1/2 x 11” with no appendices). Graphic Illustrations may be on pages up to 11 x 17 in size but cannot include any other information. Written text not associated with the graphic will not be evaluated. All proposals will have a 12 pitch font size minimum. All text sheets in the proposal must be numbered and will be counted towards the page count, excluding appendices information.

- 7.1 Interested firms must submit one electronic copy on thumb drive and one (1) original hard copy.
- 7.2 A resume must be submitted as a part of the response for each team member.
- 7.3 Pricing Sheet

8. SCHEDULE OF EVENTS:

The OTA intends to use the following schedule of events for issuance of and response to this Request for Proposal, this schedule is subject to change:

| <u>Date of Completion</u> | <u>Description of Event</u> |
|--------------------------------------|---|
| March 13, 2023 | Issue RFP |
| April 6, 2023 (3:00 p.m. CST) | Deadline for submission of RFP response |
| April 17 & 18, 2023 | Optional Presentations and Interviews |
| May 8, 2023 | Issuance of Notice of Recommended Award |
| June 6, 2023 | OTA Board Approval |

9. AWARDS AND EVALUATION PROCESS:

1.1 The contents of the proposals of the successful firm shall become the basis of the Consultant's contractual obligations to the Authority if procurement ensues. In the event of any conflict in the terms and/or conditions of this RFP and any subsequent negotiated contract resulting from this RFP, then the terms and conditions of this contract shall take precedence. Failure to accept these obligations in a contractual agreement would result in cancellation of the award.

1.2 Evaluation Criteria:

All proposals will be reviewed by a Proposal Evaluation Team as designated by OTA. As described in Section 5, Consultants may be asked to give an oral presentations of their proposals to Proposal Evaluation Team. Their findings may be submitted to the OTA for consideration and/or award.

1.2.1 Pricing

1.2.2 Knowledge of toll facility operations and technology

1.2.3 Experience of the proposed team

1.2.4 Approach to providing services

1.2.4.1 The Proposal Evaluation Team will determine the relative importance of each category

10. APPEAL PROCESS:

Any Consultant that feels it has been unjustly treated may file a written objection within five business days of date of the Issuance of Notice of Recommended Award. Objections shall be filed with Mr. Brian Jepsen, Director, Administrative Services at P.O. Box 11357, Oklahoma

City, OK. 73136-0357. If a firm is not satisfied with the response they may appeal to Joe Echelle, Deputy Director at P.O. Box 11357, Oklahoma City, OK. 73136-0357.

11. STANDARD TERMS AND CONDITIONS:

- 11.1 Non-Collusion Bidding Certificate:
The attached "Affidavit of Non-Collusion" must be signed and notarized and included with the proposal.
- 11.2 Insurance and Indemnification Requirements:
 - 11.2.1 The firm shall protect, indemnify, save and hold harmless the OTA, its officers, agents, and employees from all suits, actions, or claims of any kind or character brought because of injuries or damages received or sustained by any person, persons, or property on account of any operation of the firm, its agents, employees, sub-contractors or any others authorized by the firm to perform work as specified under any contract for services which may result from responding to this solicitation.
 - 11.2.2 The firm shall at its own expense procure coverage provided hereunder from companies authorized to do business in the State of Oklahoma prior to executing a contract for services. Before commencing any work hereunder, the firm shall furnish to the OTA certificates of insurance as required herein showing that it has complied with this section.
 - 11.2.3 In the event any of the work performed by the firm is sublet or assigned, or is otherwise to be performed by anyone other than the firm's own employees, then the insurance specified in this section shall extend to cover such work.
 - 11.2.4 All policies required under this solicitation and any ensuing contract shall be maintained in force until completion of the work and shall include an endorsement requiring thirty (30) day prior written notice to the Authority before any change or cancellation is made effective. The AUTHORITY shall be named as an additional insured on the policies described.
 - 11.2.5 Types and minimum limits of insurance required:
 - 11.2.6 Comprehensive General Liability Insurance shall be carried for a combined amount of not less than one million (\$1,000,000) for bodily injury for each occurrence, including those resulting in death, and with an aggregate limit of \$2,000,000, together with \$500,000 in property damage coverage for any one occurrence;
 - 11.2.7 Worker's Compensation and Employer's Liability Insurance shall be carried to cover the Consultant liability under the Worker's Compensation Law of the State of Oklahoma when applicable having a liability limit of not less than \$100,000.

11.2.8 Comprehensive Automobile Insurance coverage which applies to owned, non-owned, and hired automobiles having a limit of not less than \$1,000,000 for bodily injury, including death, to any one person, and \$2,000,000 aggregate, together with \$100,000 for property damage on account of each occurrence.

11.2.9 Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

12. PUBLIC AVAILABILITY TO RFP RECORDS:

The firms are hereby notified that information submitted will be handled in accordance with applicable laws, regulations, and policies of the OTA. It is not the Authority's intent to require confidential or proprietary information or trade secrets be submitted in response to this RFP; however, Proposers are hereby notified that all information submitted is subject to the Oklahoma Open Records Act, 51 O.S. §24A.1 et seq. and will be handled in accordance with applicable laws, regulations, and policies of the Authority. Should your Proposal contain confidential information, such information should be clearly marked as "Confidential" as well as your asserted basis for the claim of confidence. The Authority will make the final determination as to whether information is indeed confidential. Marking an entire Proposal as confidential does not exempt it from the Oklahoma Open Records Act. See RFP Section 3.5, above, for provisions for submittal of information the Proposer considers confidential and the redaction thereof. In the event information marked "Confidential" is requested for release under applicable law, the Authority may release such information ten (10) business days after the date of notice to the Proposer of the request for release, unless the Proposer has, within the ten-day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the information. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Proposers will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practical. Notwithstanding the foregoing or the Proposer's submittal of the redacted copy of the Proposer's Proposal as required above, the Authority shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of information marked "Confidential," nor shall the Authority be in any way financially responsible for any costs associated with securing such order or for any loss associated with the release of information marked confidential or otherwise. The Authority makes no representation or warranty as to the ability of any Proposer to secure a protective order or other relief enjoining the release of information marked "Confidential." The Authority shall consider all submitted Proposal materials as Authority property. The Authority shall have the right to use all ideas, concepts, or know-how that any Proposal presents, unless a Proposer claims confidentiality, as described above, or otherwise affirmatively notes an objection as part of its Proposal. Notwithstanding copyright designations contained within Proposals, the Authority shall have the right to reproduce and distribute Proposals internally and to Authority consultants for evaluation.

13. DEVIATIONS AND EXCEPTIONS:

Deviations and exceptions from the terms, conditions, or specifications shall be described fully on the firm's letterhead. In the absence of such statement, the proposals shall be accepted as in strict compliance with all terms, conditions, and specifications.

If the OTA elects to award a Contract, the form of the Contract is included in Appendix A of this RFP. By submitting a Proposal, Consultant acknowledges that they have reviewed the terms of the Contract. **Any exceptions to this contract must be noted in the Consultant response to this RFP.** OTA reserves the right to modify the form of the Contract as it deems necessary or advisable for its particular requirements.

14. AUDIT OF RECORDS:

In the event a contractual agreement is created pursuant to this RFP, the contract must contain the following audit clause.

[Firm] shall permit OTA designated personnel the right to examine [firm's] relevant financial and operational records related to this agreement. OTA shall have the right to audit and verify statements submitted by [firm] pursuant to this agreement. [Firm] shall retain these records for a period of three years after the final payment under this agreement or until all pending matters are closed, whichever is later. OTA reserves the right to dispute and receive credit for any costs which an audit may prove to be inappropriate.

15. OTHER TERMS AND CONDITIONS

The Authority reserves the right, in its sole discretion, to reject any or all proposals or to cancel this solicitation at any time.

The Authority reserves the right, in its sole discretion, to waive minor technicalities in this RFP.

16. TERMINATION OF CONTRACT OR TASK ORDER:

16.1 This contract can be cancelled by either party with a 30 day written notice to the other party (the written notice must be by certified mail with a return receipt requested); or the OTA may immediately cancel this contract when violations are found to be an impediment to the function of the OTA and detrimental to its cause, or when conditions preclude the 30 day notice.

16.2 This contract may be reduced, canceled, and/or not renewed, should the OTA believe it is in the best interest of the OTA.

16.3 An executed task order can be cancelled by the OTA at any time with or without cause after written notice is given.

16.4 If this contract or a task order is terminated, the OTA shall be liable only for payment of services already rendered before the effective date of termination.

OKLAHOMA TURNPIKE AUTHORITY
NON-COLLUSION BIDDING CERTIFICATION

STATE OF OKLAHOMA)
) SS
COUNTY _____)

A. For purposes of competitive bids, I certify:

1. I am the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state 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 pursuant to the bid to which this statement is attached;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party to the following:
 - a. Any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - b. Any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; and
 - c. Any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively bid or not, that neither the Contractors nor anyone subject to the Contractor's direction or control has 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 of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Certified this _____ day of _____, 20_____.

(Signature)

(Print Name)

(Position in the Company)

APPENDIX A

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into on this ___ day of _____ 2023, between **OKLAHOMA TURNPIKE AUTHORITY (OTA)** and **XXX ((Consultant Name))**, for the following reasons:

1. Establish a contract for the provision of on-call professional consulting services related to toll-industry infrastructure and technology and the Authority's electronic toll collection system and toll facility operations (the Project); and,

2. OTA requires certain professional technology consulting services in connection with the Project (the Services); and,

3. (CONSULTANT NAME) is prepared to provide the Services.

In consideration of the promises contained in this Agreement, OTA and (CONSULTANT NAME) agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The term of this AGREEMENT shall be for a period of two (2) years, commencing XXXX, 2023, and shall expire at the close of business on XXX, 2025. At the end of this AGREEMENT the OTA will have an option to renew for two (2) 2-year extensions with mutual agreement between the OTA and (CONSULTANT NAME). All rates provided in (CONSULTANT NAME) Pricing Schedule in attached Exhibit A shall be valid for the two (2) year initial term and open for negotiation for subsequent contract extensions.

ARTICLE 2 - TASK ORDERS

Task Orders shall be used to describe the parties' mutual agreement on the scope of the Services, schedule, (CONSULTANT NAME) Key Staff assigned to the task, compensation and other particulars as stated therein. Task Orders shall be in the general form shown in attached Exhibit B. Task Orders are binding only after acceptance and execution by duly authorized representatives of both parties. Each Task Order shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this Agreement.

ARTICLE 3 - SCOPE OF SERVICES

A. (CONSULTANT NAME) shall provide the Services described in Section A (Scope of Services) of each Task Order.

B. Services performed under this AGREEMENT, whereby (CONSULTANT NAME) is required to provide third-party personnel under contract to (CONSULTANT NAME) to act as extension of OTA's staff (Augmented Staff), it is hereby understood and agreed that:

(1) such Services shall be performed, invoiced, and paid for under a Task Order separate and apart from the basic design or other Services performed by (CONSULTANT NAME) on the Project;

(2) (CONSULTANT NAME) role with respect to such Augmented Staff shall be to facilitate the processing of invoices and payment of such Augmented Staff upon receipt of payment therefore from the OTA;

(3) the Services and activities of such Augmented Staff shall be provided under the direct and exclusive direction, supervision, control and quality control of OTA;

(4) (CONSULTANT NAME) shall not have control over or charge of or liability arising out of the acts or omissions of OTA, its employees, its subcontractors, or of the Augmented Staff while acting under OTA's direction, supervision, or control in accordance with this AGREEMENT;

(5) such Augmented Staff shall agree in its contract with (CONSULTANT NAME), that when in OTA's offices such Augmented Staff assigned to the Project shall agree to comply with all policies and

procedures of OTA to the same extent and degree as OTA's employees, including network and facility access restrictions and safeguards; and

(6) to the fullest extent permitted by law, but in no event beyond the limitations set forth under the Oklahoma Governmental Tort Claims Act, OTA shall be liable to (CONSULTANT NAME) and the Augmented Staff for claims, suits, damages and expenses, including reasonable attorneys' fees, by third parties to the extent such claims, suits, damages and expenses, including reasonable attorneys' fees, were caused by OTA's negligence or the negligence of its employees acting within the scope of their employment related to the Augmented Staff's compliance with any request, direction or instruction by OTA while the Augmented Staff is performing work under the direction, supervision and control of OTA.

ARTICLE 4 - SCHEDULE

(CONSULTANT NAME) shall exercise its reasonable efforts to perform those Services within the time frame set forth in Section B (Schedule) of each Task Order.

ARTICLE 5 - COMPENSATION

A. *OTA shall pay (CONSULTANT NAME) in accordance with Section C (Compensation) of each Task Order. The Compensation in each Task Order shall be a not to exceed amount and no price increases can be made without OTA's prior approval in the form of a Task Order Amendment in accordance with Article 6. Notwithstanding anything to the contrary in any Task Order, (CONSULTANT NAME) will base the labor rates for Services rendered on the Pricing Schedule in attached Exhibit B.*

B. *(CONSULTANT NAME) shall submit invoices to OTA on a monthly basis for Services rendered. OTA shall give prompt written notice of any disputed amount and shall pay the remaining amount.*

C. *(CONSULTANT NAME) shall, with advance, written notice, permit OTA designated personnel the right to examine (CONSULTANT NAME) relevant financial and operational records related to this AGREEMENT during normal business hours at (CONSULTANT NAME) corporate office. OTA shall have the right to audit and verify statements submitted by (CONSULTANT NAME) pursuant to this AGREEMENT. (CONSULTANT NAME) shall retain these records for a period of three (3) years after the final payment under this AGREEMENT or until all pending matters are closed, whichever is later. OTA reserves the right to dispute and receive credit for any costs which an audit may prove to be inappropriate.*

ARTICLE 6 – CHANGE MANAGEMENT

A. *OTA may at any time issue written directions by Change Order within the general scope of this AGREEMENT or any respective Task Order. If any Change Order should result in an increase or decrease in the cost of, or the time required for, performance of a Task Order under this AGREEMENT, an equitable adjustment shall be made in the compensation, delivery schedule, or both if applicable under such Task Order as may be so affected. (CONSULTANT NAME) shall submit written notice of such impacts to OTA. OTA shall take action on such notice within ten (10) days of submittal and a mutually agreed upon Amendment to the applicable Task Order shall be issued in writing executed by both parties prior to (CONSULTANT NAME) performance of such changed services.*

B. *If (CONSULTANT NAME) believes OTA has requested out of scope work that is not identified in a currently contracted and active Task Order, (CONSULTANT NAME) shall submit a written request for change in writing to OTA outlining the nature of the out-of-scope work involved, the reasons for which (CONSULTANT NAME) believes additional compensation will or may be due, with a statement of estimated changes in fee or time schedule. OTA shall take action on such request within ten (10) days of submittal and a mutually agreed upon Amendment to the applicable Task Order shall be issued in writing executed by both parties prior to (CONSULTANT NAME) performance of such Additional Services.*

C. *It is the intention of this Section that any notice or claim for out-of-scope work for whatever reason be brought to the attention of OTA at the earliest possible time in order that matters related to any such services can be settled in a prompt manner but in no event later than the time limits set forth in this Article. (CONSULTANT NAME) shall not be required to perform out-of-scope or Change Order work unless such work and any applicable change has been approved in writing by Amendment to this AGREEMENT or subject Task Order executed by both parties.*

D. Amendments shall be governed by the terms and conditions of this AGREEMENT unless otherwise expressly set forth therein.

ARTICLE 7 - OTA'S RESPONSIBILITIES

A. OTA shall be responsible for all matters described in Section D (OTA's Responsibilities), of each Task Order. In addition, OTA shall perform and provide the following in a timely manner so as not to delay the Services of (CONSULTANT NAME):

(1) Place at (CONSULTANT NAME) disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data as may be reasonably required by (CONSULTANT NAME) to perform its Services upon which (CONSULTANT NAME) shall have a reasonable right to rely.

(2) Give prompt written notice to (CONSULTANT NAME) whenever OTA becomes aware of any development that affects the scope or timing of (CONSULTANT NAME) Services, or any defect in the Services of (CONSULTANT NAME).

(3) Advise (CONSULTANT NAME) of the identity and scope of services of any independent consultants retained by OTA to provide services in regard to the Project.

(4) In the event that OTA determines that an (CONSULTANT NAME) staff member is not suitable for a Task Order, for whatever reason, the OTA has the right to ask for a substitute (CONSULTANT NAME) staff member. If a suitable substitute (CONSULTANT NAME) staff member is not available, the OTA has the right to cancel the entire Task Order or parts thereof without further obligation.

B. OTA hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by OTA to (CONSULTANT NAME). If OTA does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to (CONSULTANT NAME), OTA shall obtain a license or right to use, including the right to sublicense to (CONSULTANT NAME). OTA hereby grants (CONSULTANT NAME) the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. With certain software the OTA has a license agreement (CONSULTANT NAME) or its subcontractors will need to sign a mutually agreed non-disclosure agreement (NDA) before they will be allowed access. OTA represents that (CONSULTANT NAME) use of such documents will not infringe upon any third parties' rights provided such required NDAs are in place.

ARTICLE 8 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this AGREEMENT or in any Task Order, drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

ARTICLE 9 - INDEMNIFICATION AND LIABILITY

A. General. Having considered the potential liabilities that may exist during the performance of the Services, the relative benefits and risks of the Project, and (CONSULTANT NAME)'s fee for the Services, and in consideration of the promises contained in this AGREEMENT, OTA and (CONSULTANT NAME) agree to allocate and limit such liabilities in accordance with this Article.

B. Indemnification. (CONSULTANT NAME) agrees to indemnify and hold the OTA harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by (CONSULTANT NAME)'s negligent acts, errors, or omissions arising out of its performance of the Services. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of (CONSULTANT NAME) and OTA, they shall be borne by each party in proportion to its own negligence.

C. Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this AGREEMENT.

ARTICLE 10 - INSURANCE

A. During the term of this AGREEMENT, (CONSULTANT NAME) shall maintain the following insurance:

(1)Commercial General Liability Insurance, with a limit of \$1,000,000 per occurrence for bodily injury and property damage, including those resulting in death, and with a \$2,000,000 annual aggregate.

(2)Business Automobile Liability Insurance which applies to owned, non-owned, and hired automobiles, with a combined single limit of \$2,000,000 each accident for bodily injury and property damage, including death, to any one person.

(3)Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of not less than \$100,000 for each occurrence.

(4)Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

B. (CONSULTANT NAME) shall furnish OTA certificates of insurance as evidence of compliance with this Article. All policies required hereunder shall be maintained in force until completion of the Services and shall include an endorsement requiring thirty (30) day prior written notice to the OTA before any material change or cancellation is made effective. The notice shall be mailed to:

OTA:
Sue Daus, Procurement Officer
3500 Martin Luther King Avenue
Oklahoma City, Oklahoma 73136-0357

C. It is agreed (CONSULTANT NAME) shall require any subconsultants, engaged to perform services in connection with this AGREEMENT, to provide at least the same types and limits of insurance as required herein naming both (CONSULTANT NAME) and the OTA as additional insureds. (CONSULTANT NAME) shall provide copies of sub-contractor's certificates of insurance to OTA.

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITY

A.Except as may be defined and agreed to in a Task Order assigned to (CONSULTANT NAME) hereunder, (CONSULTANT NAME) shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to (CONSULTANT NAME), to fulfill contractual responsibilities to OTA or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction.

B. In the event the OTA requests (CONSULTANT NAME) to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to (CONSULTANT NAME) for review at least 15 days prior to the requested date of execution. (CONSULTANT NAME) shall not be required to execute any certificates or documents that in any way would, in (CONSULTANT NAME)'s sole judgment, (a) increase (CONSULTANT NAME)'s legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this AGREEMENT; or (c) result in (CONSULTANT NAME) having to certify, guarantee or warrant the existence of conditions whose existence (CONSULTANT NAME) cannot ascertain.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

A. Except as otherwise provided herein, documents, drawings, and specifications prepared by (CONSULTANT NAME) and furnished to OTA as a deliverable hereunder and part of the Services shall become the property of OTA upon payment therefor; provided, however, all proprietary materials of (CONSULTANT NAME) other than works made for hire delivered solely for the benefit of OTA hereunder, including any know-how, methodologies, equipment, or processes used by (CONSULTANT NAME) to provide the Services or Project Deliverables to OTA, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto shall remain the sole and exclusive property of (CONSULTANT NAME) or its suppliers. Intellectual property

already owned by (CONSULTANT NAME) that is further developed, utilized, or modified in the performance of the Services shall remain the property of (CONSULTANT NAME).

B. To the extent any of (CONSULTANT NAME)'s proprietary materials are incorporated into the deliverables, (CONSULTANT NAME) grants the OTA an irrevocable, non-exclusive right and/or limited license to use, execute, reproduce, display, and transfer the proprietary material, but only as an inseparable part of the deliverable.

C. Notwithstanding that OTA is the owner of all documents, drawings, plans and specifications prepared by (CONSULTANT NAME) pursuant to this AGREEMENT, nothing in this AGREEMENT shall be construed as limiting or depriving (CONSULTANT NAME) of its rights to use its basic know-how and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the Services performed by (CONSULTANT NAME) pursuant to this AGREEMENT.

ARTICLE 13 – CONFIDENTIAL INFORMATION

(CONSULTANT NAME) and its employees and agents shall hold in confidence the materials and information referred to in this AGREEMENT, and any Task Order assigned (CONSULTANT NAME) hereunder, which is developed by (CONSULTANT NAME) for the OTA in the performance and completion of (CONSULTANT NAME)'s Services under the AGREEMENT, until released in writing by the OTA, except to the extent such materials and information become part of the public domain information through no fault of (CONSULTANT NAME) or its employees, agents and subcontractors. Upon receipt of requests for information including transaction data, images or video, etc. (CONSULTANT NAME) will immediately notify OTA of such requests. (CONSULTANT NAME) agrees that (CONSULTANT NAME), its employees, agents and subcontractors will hold confidential and not divulge to third parties without the written consent of the OTA any information obtained by (CONSULTANT NAME) from or through the OTA in connection with (CONSULTANT NAME)'s performance under this AGREEMENT, unless (a) the information was known to (CONSULTANT NAME) prior to obtaining the same from OTA and the information was not obtained under a secrecy obligation to the OTA pursuant to a prior contract; or (b) the information was at the time of disclosure to (CONSULTANT NAME), or thereafter becomes, part of the public domain but not as a result of fault or an unauthorized disclosure of (CONSULTANT NAME) or its employees, agents or subcontractors; or (c) the information was obtained by (CONSULTANT NAME) from a third party who did not receive the same, directly or indirectly, from the OTA and who had, to (CONSULTANT NAME)'s knowledge and belief, the right to disclose the information as approved by the OTA.

ARTICLE 14 - TERMINATION AND SUSPENSION

A. This AGREEMENT may be terminated by either party with a thirty (30) day written notice to the other party. The written notice must be by certified mail with a return receipt requested; or the OTA may immediately cancel this contract when violations are found to be an impediment to the function of the OTA and detrimental to its cause, or when conditions preclude the 30 day notice. Likewise, for payment defaults, (CONSULTANT NAME) shall have the right to immediately suspend Services hereunder until such default is remedied, or in its sole discretion terminate this AGREEMENT upon written notice to the OTA of such payment default.

B. Notwithstanding anything to the contrary contained herein, (CONSULTANT NAME) shall have the right to reassign staff, whether considered key staff or not, as appropriate to accommodate its business needs if performance hereunder is suspended for payment default for a period greater than ninety (90) days. If the original key staff is no longer available upon restart of a period of suspended performance for any reason, (CONSULTANT NAME) shall, without penalty, be permitted to substitute alternate staff and if requested, will resubmit its schedule of key staff and their qualifications for approval by the OTA, such approval not to be unreasonably withheld.

C. This AGREEMENT may be reduced, canceled, and/or not renewed, should the OTA believe it is in the best interest of the OTA, upon written notice to (CONSULTANT NAME) in accordance with the applicable terms hereunder.

D. If this AGREEMENT is terminated, the OTA shall be liable only for payment of Services already rendered before the effective date of termination.

E. The provisions of this Article shall also apply to each individual Task Order, separate and apart from any other Task Orders, and without terminating or otherwise affecting this AGREEMENT as a whole.

ARTICLE 15 - DELAY IN PERFORMANCE

A. Neither OTA nor (CONSULTANT NAME) shall be considered in default of this AGREEMENT or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OTA or (CONSULTANT NAME) under this AGREEMENT or any Task Order. (CONSULTANT NAME) shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

B. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance.

ARTICLE 16 - NOTICES

Any notice required by this AGREEMENT shall be made in writing and shall be deemed delivered (i) on the expiration of five (5) days following mailing by registered or certified mail, return receipt requested, postage prepaid, (ii) on the next business day following deposit with a nationally recognized overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission of facsimile or electronic mail, if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day. All notices and communications shall be sent to the following:

OTA:
Executive Director
3500 Martin Luther King Avenue
P.O. Box 11357
Oklahoma City, Oklahoma 73136-0357
Email: tgatz@pikepass.com
Facsimile: 405-425-7404

By email copy to Deputy Director jechelle@pikepass.com
and IT Director aboulden@pikepass.com

(CONSULTANT NAME): **NEED CONTACT INFO**

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OTA and (CONSULTANT NAME).

ARTICLE 17 - DISPUTES

A. In the event of a dispute between OTA and (CONSULTANT NAME) arising out of or related to this AGREEMENT, or any Task Order, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

B. Should such negotiation or mediation fail to resolve the dispute, either party may request resolution of the dispute by mediation; provided, however, in the event the parties are unable to reach agreement to mediate under terms reasonably acceptable to both parties, either party may institute litigation. Venue for such litigation shall be in District Court of Oklahoma, Oklahoma County and not elsewhere unless both parties hereafter mutually agree in writing.

C. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations under this AGREEMENT or any Task Order.

ARTICLE 18 - WAIVER

A waiver by either OTA or (CONSULTANT NAME) of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 19 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT or any Task Order. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

ARTICLE 20 - INTEGRATION

This AGREEMENT and subsequently issued Task Orders (and their respective attachments, if any) or Amendments thereto, represents the entire and integrated AGREEMENT between OTA and (CONSULTANT NAME). The order of precedence will be the Master Agreement followed by the Task Orders. This AGREEMENT supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT. This AGREEMENT may not be amended or modified except by a writing signed by both parties.

ARTICLE 21 - SUCCESSORS AND ASSIGNS

OTA and (CONSULTANT NAME) each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this AGREEMENT and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this AGREEMENT.

ARTICLE 22 - ASSIGNMENT

Neither OTA nor (CONSULTANT NAME) shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, (CONSULTANT NAME) may assign its rights to payment without OTA's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent (CONSULTANT NAME) from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services, however, they must first be approved in writing by OTA.

ARTICLE 23 - NO THIRD PARTY RIGHTS

The Services provided for in this AGREEMENT are for the sole use and benefit of OTA and (CONSULTANT NAME). Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OTA and (CONSULTANT NAME).

ARTICLE 24 - GOVERNING LAW

This AGREEMENT shall be governed by the laws of the State of Oklahoma.

ARTICLE 25 – COUNTERPARTS AND ELECTRONIC SIGNATURES

This AGREEMENT may be executed in one or more counterpart, and may be executed by way of electronic signature, pursuant to the Uniform Electronic Signature Act, and if so, shall be considered an original.

IN WITNESS WHEREOF, OTA and (CONSULTANT NAME) have executed this AGREEMENT. The individuals signing this AGREEMENT represent and warrant that they have the power and authority to enter into this AGREEMENT and bind the parties for whom they sign.

**OKLAHOMA TURNPIKE AUTHORITY
(OTA)**

**(CONSULTANT NAME) CORPORATION
(CONSULTANT NAME))**

Signature: _____

Signature: _____

Name: Tim J. Gatz

Name: _____

Title: Executive Director, OTA

Title: _____

Date: _____

Date: _____

Approved as to form:

Eric Lair, General Counsel Date

Exhibit A
Oklahoma Turnpike Authority

(CONSULTANT NAME) Pricing Schedule

Exhibit B - Sample Task Order

TASK ORDER NUMBER _____

This Task Order is made as of this ____ day of _____, 20 __, under the terms and conditions established in the MASTER AGREEMENT FOR PROFESSIONAL SERVICES, dated _____ (the Agreement), between **OKLAHOMA TURNPIKE AUTHORITY** (OTA) and **(CONSULTANT NAME) CORPORATION ((CONSULTANT NAME))**. This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

[Insert a brief description of the Project elements to which the Task Order applies]

Section A. - Scope of Services

A.1. (CONSULTANT NAME) shall perform the following Services:

A.2. The following Services are not included in this Task Order, but shall be provided as Additional Services if authorized or confirmed in writing by the OTA:

A.3. In conjunction with the performance of the foregoing Services, (CONSULTANT NAME) shall provide the following submittals/deliverables (Documents) to OTA:

Section B. - Schedule

(CONSULTANT NAME) shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, OTA shall pay to (CONSULTANT NAME) the amount of \$_____, payable according to the following terms:

C.2. Compensation for Additional Services (if any) shall be paid by OTA to (CONSULTANT NAME) according to the following terms:

Section D. - OTA's Responsibilities

OTA shall perform and/or provide the following in a timely manner so as not to delay the Services of (CONSULTANT NAME). Unless otherwise provided in this Task Order, OTA shall bear all costs incident to compliance with the following:

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Task Order:

IN WITNESS WHEREOF, the OTA and (CONSULTANT NAME) have executed this Task Order.

OKLAHOMA TURNPIKE AUTHORITY
(OTA)

(CONSULTANT NAME) CORPORATION
((CONSULTANT NAME))

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

List any exceptions to the Form of Contract

-
-
-
-