



STATE OF OKLAHOMA CONTRACT WITH BLACK & VEATCH CORPORATION

This State of Oklahoma Contract (“Contract”) is entered into between the State of Oklahoma by and through the Emergency Management (“State”) and Black & Veatch Corporation (“Supplier”) and is effective as of the effective date set forth on a properly issued purchase order or, if no effective date is listed, the date of last signature (“Effective date”). The initial term of the Contract is for one (1) year with four (4) one-year options to renew.

Purpose

The State is awarding the Contract to Supplier for the provision of the drafting of a Resilient Recovery Strategy for the Sulphur Recovery Task Force and Barnsdall Recovery Task Force, as is more particularly described in certain Contract Documents. Supplier submitted a proposal with exceptions, no confidentiality requests, no additional terms, no third-party terms and value add offerings. Supplier did include a best and final offer. This Contract Document memorializes the agreement of the parties with respect to terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under the Contract. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Solicitation with Exhibits, Attachment A;
 - 2.2. General Terms, Attachment B;
 - 2.3. Reserved Agency Terms, Attachment C;
 - 2.4. Federal Funding Terms, Attachment G;
 - 2.5. Pricing, Attachment E1; and
 - 2.6. Statement of Work, Attachment E2.
3. The parties additionally agree:
 - 3.1. Except for information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.
 - 3.2. All representations made by Supplier in response to the Solicitation regarding

specifications and requirements are incorporated herein by reference into this Contract.

- 3.3. To the extent any term or condition in any Contract Document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.
- 3.4. The value-add offerings included in the Supplier's bid response are not included in this Contract. The State has no obligation to accept, utilize, or compensate the Supplier for any such offerings unless expressly incorporated into the Contract through a mutually executed amendment.
4. Payment obligations rest solely with the Oklahoma Department of Emergency Management.

Please send invoices and billing inquiries to:
2401 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105
United States

E-mail: invoices@oem.ok.gov
5. The undersigned Agency hereby attests that any required terms and conditions based on a Federal Award applicable to this Contract are included herein.
6. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

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SIGNATURES

The undersigned represent and warrant that they are authorized, as representatives of the party on whose behalf they are signing, to sign this Agreement and to bind their respective party thereto.

STATE OF OKLAHOMA
by and through the EMERGENCY
MANAGEMENT - 309 :

BLACK & VEATCH CORPORATION

By: *John R Dean*
John R Dean (Jul 16, 2025 10:04 CDT)

By: *Stephanie Bache*
Stephanie Bache (Jul 16, 2025 10:00 CDT)

Name: John R Dean

Name: Stephanie Bache

Title: Recovery Program Manager

Title: Vice President

Date: Jul 16, 2025

Date: Jul 16, 2025

The State Purchasing Director is signing solely to ensure state agency compliance with provisions of the Oklahoma Central Purchasing Act pursuant to 74 O.S., 85.5 concerning acquisitions by state agencies.

By: *Amanda Otis*
Amanda Otis (Jul 16, 2025 11:21 CDT)

Name: Amanda Otis

Title: State Purchasing Director

Date: Jul 16, 2025

Attachment A

Solicitation No. EV00000635

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded on behalf of the Oklahoma Department of Emergency Management by and through the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract document.

I. PURPOSE

The Office of Management and Enterprise Services (OMES), Central Purchasing Division, is seeking responses on behalf of the Oklahoma Department of Emergency Management from potential Suppliers to provide a contract for the purchase of drafting a Resilient Recovery Strategy for the Sulphur Recovery Task Force and Barnsdall Recovery Task Force. A Contract resulting from this Solicitation may be designated for use as a Statewide Contract.¹

The Contract is awarded on behalf of Oklahoma Department of Emergency Management for the drafting of a Resilient Recovery Strategy. The focus will be on integrating resilience into the recovery efforts of the Sulphur Recovery Task Force and Barnsdall Recovery Task Force, incorporating engineering, urban planning, and post-disaster code enforcement. The primary goal is to enhance the communities' long-term resilience to future hazards through effective hazard mitigation projects and strategies.

1. Contract Term and Renewal Options:

- 1.1. The initial Contract term, which begins on the effective date of the Contract, is one year and there are (4) one-year options to renew the Contract.

2. Solicitation Criterion:

2.1. The Bid will be evaluated using the best value criterion, based on the following:

- i. Technical Response
- ii. Qualifications, Experience, and Expertise
- iii. Business References
- iv. Pricing

2.2 Scope and Description:

- i. This scope of work outlines the activities necessary to develop a resilient recovery strategy following the disasters addressed by FEMA DR 4776. The Bid Response must reflect for each of the following requirements:

Eligible Activities

1. Hazard Mitigation Project Development

¹ 74 O.S. 85.5(G)(3)

- a. Conduct engineering design and feasibility studies for identified hazard mitigation projects relevant to the disaster.
 - b. Perform site assessments, including soil tests and surveys and other assessments, to support these studies.
2. Community Outreach and Coordination
- a. Facilitate weekly community meetings to engage residents and potential sub-applicants in identifying future mitigation projects.
 - b. Gather input from community stakeholders to prioritize projects that address local needs and resilience goals.
3. Evaluation of Facilities and Areas
- a. Evaluate existing facilities and areas to determine appropriate mitigation actions based on risk assessments and community input.
 - b. Identify critical infrastructure that requires resilience enhancements.
4. Environmental and Historic Considerations
- a. Incorporate environmental planning and historic preservation considerations into all project planning activities.
 - b. Ensure compliance with local, state, and federal regulations regarding environmental protection and historic preservation.
5. Data Collection and Analysis
- a. Collect data necessary for conducting Benefit-Cost Analyses (BCA) for proposed projects.
 - b. Ensure that all projects meet environmental compliance and other program requirements.
6. Hydrologic and Hydraulic Studies
- a. Conduct hydrologic and hydraulic studies in unmapped flood zones or areas proposed for hazard mitigation projects.
 - b. Use study results to inform project design and implementation.
7. Regional Coordination
- a. Coordinate the scoping and development of regional or multi-community hazard mitigation projects that address resilience and sustainability goals cohesively.
 - b. Facilitate collaboration between neighboring communities to leverage resources and knowledge.
8. Cost Estimation and Budgeting
- a. Utilize third-party cost estimation services to develop accurate project budgets for sub-applications.
 - b. Ensure transparency and consistency in budgeting across all project proposals.
9. Data Consistency and Compliance

- a. Contract services to ensure data consistency across various project application categories, including Environmental and Historic Preservation (EHP) reviews, cost-sharing mechanisms, and work schedules.

10. Engineering and Design Support

- a. Coordinate with property owners of substantially damaged structures to review project alternatives.
 - b. Provide engineering and design support to bring structures into compliance with appropriate building code standards, enhancing their resilience to future hazards.
- ii. The Bid Response shall show the ability of the Bidder to meet or exceed the following expected outcomes, which would be included in the Recovery Plan for Sulphur Recovery Task Force and Barnsdall Recovery Task Force:
- 1. A comprehensive list of prioritized community resilience projects for the Sulphur and Barnsdall communities.
 - 2. Enhanced community engagement and coordination, leading to a stronger foundation for future resilience efforts.
 - 3. Improved understanding of local hazards through thorough evaluations and studies.
 - 4. Increased capacity to comply with environmental and historic preservation requirements.
 - 5. Detailed Benefit-Cost Analyses and budget estimates for proposed projects.
 - 6. Greater collaboration among communities for shared resilience goals.
 - 7. Increased resilience of substantially damaged structures through engineering support and compliance with building codes.
- iii. This scope of work aims to create a resilient recovery strategy for the communities affected by FEMA DR 4776. By focusing on eligible activities and integrating resilience into recovery efforts, we will enhance the long-term sustainability and safety of the impacted areas. The overall efforts will be task order based and in coordination with the leadership of Sulphur Barnsdall. Specific tasks will be agreed to by all parties during the initial scoping meeting and subsequent scope update meetings.
- iv. Pricing shall be Task Order-based pricing with proposed milestones and associated payments defined during the scoping meeting with the community leadership in Sulphur Barnsdall. Based on the specific task orders, pricing will be defined based on a fixed fee.
- v. Value-added products and/or services within scope of the services may be included in the proposal.

3.2 **Exhibit 1:** Executive Summary and Company Information, as referenced in Section 7.2 of the Bidding Instructions.

3.3 **Exhibit 2:** Responding Bidder Information – CP 076, as referenced in Section 7.3 of the Bidding Instructions.

- 3.4 **Exhibit 3:** Non-Collusion Certification – CP004, as referenced in Section 7.3 of the Bidding Instructions.
- 3.5 **Exhibit 4:** FEMA Contract Provisions, as referenced in Section 7.7 of the Bidding Instructions.
- 3.6 **Exhibit 5:** Price, as referenced in Section 7.8 of the Bidding Instructions.
- 3.7 **Exhibit 6:** Business Reference Worksheet, as reference in Section 7.11 of the Bidding Instructions.
- 3.8 **Exhibit 7:** Third Party Supplier Information, as referenced in Section 7.12 of the Bidding Instructions.

II. STATE OF OKLAHOMA NON-NEGOTIABLE GENERAL TERMS

In addition to other terms contained in an applicable Contract document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1 Supplier may not add products or services to its offerings under the Contract without the State's prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2 At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3 If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier's performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Amendment. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4 Upon mutual agreement, the Parties may extend the Contract for ninety (90) days beyond a final renewal term. The Parties may to the extent allowable by law, choose to exercise subsequent ninety (90) day extensions.
- 1.5 Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness

- 2.1** Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until a proper purchase order has been issued.
- 2.2** Any Contract document shall be legibly written in ink or typed. All Contract transactions, and any Contract document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 Modification of Contract Terms and Contract documents

- 3.1** The Contract may only be modified, amended, or expanded by an Amendment. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2** Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.
- 3.3** Except for information deemed confidential by the State pursuant to applicable law, rule, regulation, or policy, the parties agree Contract terms are not confidential and are disclosable without further approval of or notice to Supplier.
- 3.4** Unless mutually agreed to in writing by the State of Oklahoma by and through the Office of Management and Enterprise Services, no Contract document or other terms and conditions or clauses, including via a hyperlink or uniform resource locator, shall supersede or conflict with the terms of this Contract or expand the State's or Customer's liability or reduce the rights of Customer or the State.

3.5 To the extent any term or condition in any Contract document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.

4 Pricing

4.1 Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.

4.2 Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.

4.3 The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery

4.4 Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance

4.5 Pursuant to OAC 260:115-9-1, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and

replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

5 Invoices and Payments

5.1 Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted This section shall not prohibit the payment of membership dues or payment for subscriptions to magazines, periodicals or books or for payment to vendors providing subscription services under 74 O.S. 85.44B.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 30 days, but shall not be deemed late until 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** If the Supplier accepts payment by Purchase Card they shall do so according to Oklahoma law.

6 Oklahoma Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 et seq. Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required. Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) pricing provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

7 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of

interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

8 State Shall Not Indemnify

The State of Oklahoma cannot lawfully agree to indemnify a private contractor. The credit of the State shall not be given, pledged, or loaned to any individual, company, corporation, or association, municipality, or political subdivision of the State pursuant to Oklahoma Constitution article 10, Section 15, OAC 260:115-7-32(k)(3)(A) and Attorney General Opinion 2012-18.

9 Indemnification Coordination of Defense

9.1 In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

10 Termination for Funding Insufficiency

10.1 Notwithstanding anything to the contrary in any Contract document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

10.2 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the

termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.

- 10.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

11 Suspension of Supplier

- 11.1** Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.
- 11.2** Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.
- 11.3** Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

12 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract. A determination that Supplier knowingly rendered an erroneous certification, in

addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

13 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

14 Notices

All notices, approvals or requests allowed or required by the terms of any Contract shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. Notice information may be updated in writing to the other party as necessary.

In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the email address set forth below.

Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall be delivered to the address below in addition to e-mail.

If sent to the State:

State Purchasing Director
2401 North Lincoln Blvd., Second Floor
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:

Purchasing Division Deputy General Counsel
2401 North Lincoln Blvd., Second Floor

15 Miscellaneous

15.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract documents, in the singular or in the aggregate, shall be governed by the laws of the State of Oklahoma without regard to application of choice of law principles. Pursuant to 74 O.S. §85.7(F), where Federal awards are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure ensure compliance with the terms of the Federal award. Venue for any action, claim, dispute, or litigation relating in any way to the Contract documents, shall be in Oklahoma County, Oklahoma. The State expressly declines any terms that minimize its rights under Oklahoma Law, including but not limited to, Statutes of Limitations.

15.2 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

15.3 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

15.4 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or condition is void and unenforceable. By executing any Contract document which contains a conflicting term or condition, no

representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

15.5 Severability

If any provision of a Contract document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15.6 Section Headings

The headings used in any Contract document are for convenience only and do not constitute terms of the Contract.

15.7 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State; provided, however, that the parties hereby agree that the doctrine of sovereign immunity does not apply to actions grounded in contract and therefore does not prohibit Supplier from pursuing claims arising under the Contract against the State and Customers.

15.8 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach

obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

15.9 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its authorized employee, agent, or another representative acting within the scope of their authority violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

15.10 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

Bidder Name:

7.2 Section Two: Executive Summary and Company Information EXHIBIT 1: Executive Summary and Company Information		
<p>Offeror must provide complete and succinct responses to each item below. Insert your responses into this worksheet directly into the yellow boxes If your response does not fit into the boxes below a clearly labeled response (Example: 7.2.etc). will be considered. Offeror should provide all information necessary to demonstrate Offeror's ability to meet the requirements of this RFP and the RFP's Scope of Work. Responses to the below questions in this Attachment are mandatory and will be evaluated. Failure to respond to any question may result in your proposal being deemed nonresponsive.</p>		
<p>Any bidder responses left blank to any of the below requirements will not proceed further in the evaluation phase.</p>		
Section Two: Executive Summary and Company Information		
Bidders Instructions		Record Responses Below
7.2	Bidder marketing information, general company information and other similar resources the Bidder wishes to provide	
7.2.a	Provide the length of time the Bidder has been in business	
7.2.b	Insert a brief description of the company	
7.2.c	Indicate Company size and organization structure (an Organizational chart is recommended)	
7.2.d	The number of years the Bidder has been providing products and/or services of the type requested, (must be at least 36months)	
7.2.e	Describe the core competency of the company	
7.2.f	Estimated Number of clients	
7.2.g	Average client size (i.e., employee count)	

Exhibit 4: FEMA Contract Provisions

The following requirements apply to this contract:

ACCESS TO RECORDS

- (1) The Contractor agrees to provide Oklahoma Department of Emergency Management and Homeland Security, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 23 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Oklahoma Department of Emergency Management and Homeland Security and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DEBARMENT AND SUSPENSION

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Oklahoma Department of Emergency Management and Homeland Security. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Oklahoma Department of Emergency Management and Homeland

Security, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Solicitation Name: Urban Development Planner RFP

RFP # EV00000635

Bidders Information

Name
 Contact Information

Instructions:

Project is estimated to be completed in a 18 month timeframe. Please provide the cost for each task with hourly breakouts for individual job descriptions on the project. Bidder has the option to break out the cost further into subtasks if they so desire.

Costs shall include complete development and maintenance of the project until it is turned over to the client. Costs shall also include training for the users of the system. ***If needed, additional lines can be added for an accurate cost submission. If additional lines are added, provide an explanation for the cost in column A, under hours used for the cost with the Section number to identify where the cost is located in the RFP.***

Price and Cost

Job Description (examples provided for reference only)	Principal	Sr. Planner
Hourly Rate	\$ -	\$ -
Hours Used	# of hours	# of hours
Project Initiation and Adminstration		
Data Collection		
Stakehold Engagement		
Analysis		
Development of Tools		
Final Software Tool		
Total Hours	0	0

Total \$ - \$ -

Total Cost
 \$ -

Exhibit 5: Price

Include all value-added options, using the same format below, as a supplemental attachment to Exhibit X.

Project Manager	Sr. GIS Technican	GIS Technician	Adminstrative Support
\$ -	\$ -	\$ -	\$ -
# of hours	# of hours	# of hours	# of hours
0	0	0	0
\$ -	\$ -	\$ -	\$ -

ATTACHMENT B

STATE OF OKLAHOMA NEGOTIABLE GENERAL TERMS

This State of Oklahoma General Terms (“General Terms”) is a Contract document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract document, Supplier and State agree to the following General Terms:

1 Contract Order of Priority

1.1 Contract documents shall be read to be consistent and complementary. Any conflict among the Contract documents shall be resolved by giving priority to Contract documents in the following order of precedence:

- A.** any Amendment.
- B.** terms contained in this Contract document.
- C.** any Contract-specific State terms contained in a Contract document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract.
- D.** any applicable Solicitation.
- E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation, Contract or applicable law.
- F.** any statement of work, work order, or other mutually agreed Contract documents.

1.2 If there is a conflict between the terms contained in this Contract document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract document or Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Amendment.

2 Definitions

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 2.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 2.2 **Amendment** means any mutually executed, written modification to a Contract document or a written change, addition, correction or revision to a Solicitation.
- 2.3 **Bid** means an offer a Bidder submits in response to the Solicitation.
- 2.4 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 2.5 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 2.6 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 2.7 **Debarment** means action taken by a debaring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 2.8 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract document.
- 2.9 **Federal award** means the Federal financial assistance that a recipient receives directly from a Federal awarding agency or indirectly from a pass-through entity
- 2.10 **Governmental Entity** means any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claim Act including any associated institution, instrumentality, board, commission, committee, department, or other entity designated to act on behalf of the

state.

- 2.11 Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 2.12 Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 2.13 Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 2.14 OAC** means the Oklahoma Administrative Code.
- 2.15 OMES** means the Office of Management and Enterprise Services.
- 2.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 2.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 2.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 2.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 2.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 2.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to

any (i) works

of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

3 Additional Pricing

- 3.1** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on-board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.
- 3.2** Supplier shall have no right of setoff.
- 3.3** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.

4 Ordering, Inspection, and Acceptance

- 4.1 Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 4.2 Services will be performed in accordance with industry standard practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. Supplier warrants that any deliverable will conform to the standards of similar professionals providing similar Services in the geographic location. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-1, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 4.3** Supplier shall deliver products and services on or before the required date specified in a Contract document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 4.4** Product warranty and return policies and terms provided under any Contract document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

5 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

- 5.1** As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage or such other coverage as appropriate for and applicable to the approved subcontractors scope of work, in Supplier's reasonable opinion. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a notice of cancellation and includes the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

A. Workers' Compensation and Employer's Liability Insurance in

accordance with and to the extent required by applicable law.

- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$2,000,000 per occurrence.
- C.** Automobile Liability Insurance with limits of liability of not less than \$2,000,000 combined single limit each accident.
- D.** If the Supplier will access, process, or store state data, then Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- E.** Additional coverage required in writing in connection with a particular Acquisition.

5.2 Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.

5.3 Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

6 Compliance with Applicable Laws

6.1 As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:

- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.

- B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans.
- C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters.
- D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375.
- E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93.
- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein).
- G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity.
- H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at [Home | E-Verify](#);
- I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
- J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.

- 6.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at [Information Security Policy, Procedures, Guidelines \(oklahoma.gov\)](https://www.oklahoma.gov/information-security-policy-procedures-guidelines) Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 6.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 6.4** In addition to compliance under subsection 6.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source.
- 6.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 6.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 6.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 6.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.

- 6.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 6.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

7 Audits and Records Clause

- 7.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- 7.2** Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
- 7.3** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- 7.4** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

8 Confidentiality

- 8.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer's prior express written permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.
- 8.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 8.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring

services with a term of

at least three (3) years, all notice-related costs and toll free telephone call center services.

- 8.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 8.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.
- 8.6** The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

9 Assignment and Permitted Subcontractors

- 9.1** Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.
- 9.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all

of the assets of the Supplier to which the Contract relates. In any such case,
said

corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

- 9.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.
- 9.4** All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.
- 9.5** Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

10 Background Checks and Criminal History Investigations

Prior to the commencement of any services, performance of background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required. If required, the Supplier agrees to provide

the State with a description of the background check process to include any vendor's

used to gather information. Supplier will further attest that each employee and subcontractor providing services has passed the background check. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide verification of results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

11 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property, copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

12 Indemnification

12.1 Acts or Omissions

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.
- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

12.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

12.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended and where applicable the Attorney General of Oklahoma, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

12.4 Limitation of Liability

- A.** With respect to any claim or cause of action arising under or related to the Contract, whether arising in tort, contract, warranty or any other legal theory, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

13 Termination for Cause

- 13.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 13.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 13.3** The State may terminate the Contract if the scope includes PR Vendor services and the Supplier, or Supplier's employee, violate the lobbying clause. PR Vendor services is defined to include a contract for public relations (PR), marketing or communication services. The State may immediately terminate the Contract with no more than 10-day notice under this section.
- 13.4** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

13.5 The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-1 is an example.

14 Termination for Convenience

14.1 The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

14.2 Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

15 Suspension of Supplier

15.1 Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails

to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

15.2 Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

15.3 Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

16 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

17 Force Majeure

17.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the

force majeure event. The party shall use commercially reasonable best efforts to

continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

17.2 Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

17.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

18 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

19 Miscellaneous

19.1 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor

supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

19.2 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

19.3 Mutual Responsibilities

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

19.4 Entire Agreement

The Contract documents taken together as a whole constitute the entire agreement between the parties. The Contract documents include this Contract, any Amendments to this Contract, applicable Solicitation, and any successful bid as may be amended or limited through negotiation. No

statement, promise,

condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract document shall be binding or valid. The Supplier's certifications, including any completed electronically, are incorporated by reference into the Contract.

ATTACHMENT C

AGENCY TERMS

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ATTACHMENT G

FEDERAL FUNDING TERMS

This State of Oklahoma Federal Funding Terms is a Contract Document in connection with a Contract awarded by and through the State of Oklahoma, Office of Management and Enterprise Services, with a vendor, supplier, or contractor (“Supplier”). Supplier acknowledges that acquisitions under this Contract may use federal assistance for purposes of funding the acquisition. When procuring property and services using Federal financial assistance, the State must follow the same policies it uses for procurements from its non-Federal funds along with all other requirements of the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). In addition, the State and Supplier (“Parties”) must agree to the standards identified in Federal Regulations 2 CFR Sections 200.321 through 200.323 and ensure purchase orders, contracts, or subcontracts include clauses required by 2 CFR Section 200.327.

The terms and conditions provided in this Attachment are general Federal award requirements. Additional terms, conditions, or exceptions may be required that are specific to the Federal financial assistance used in each procurement transaction. Any additional terms, conditions, or exceptions shall be incorporated into a purchase order, contract, or subcontract to ensure compliance with the Federal financial assistance attached to this Contract.

In addition to the terms contained in applicable Contract documents and the requirements mentioned above, the Parties agree to the following Federal Funding Terms.

1 AFFIRMATIVE STEPS FOR CONTRACTING.

- 1.1** Parties acknowledge that any non-Federal entity included in this Contract must take affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. In addition to and in conjunction with 74 O.S. Sections 85.45 through 85.45i., those affirmative steps must include:
- a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a.) through (e.) of this section.

2 INFORMATION SUBMITTED.

Supplier acknowledges that all information, reports, and other documents and data submitted to the State and its representatives in connection with this Contract were, at the time they were (or will be) furnished, and are, as of the date hereof (or will be as of the date they are furnished), true, correct, and complete in all material respects.

3 COMPETITIVE BIDDING.

All funds received by the Supplier herein are subject to the State Purchasing Act and the procurement standards found in 2 CFR Sections 200.321 through 200.323, and 2 CFR Section 200.327. The Supplier acknowledges and agrees that these funds were to the best of Supplier's knowledge competitively bid or covered by an exemption as described therein.

4 AUDITING AND MONITORING REQUIREMENTS.

Supplier acknowledges that the funds used in this transaction are subject to the requirements found in Sections 2 CFR Sections 200.500 through 2 CFR § 200.520; and therefore, the State is subject to audit by Federal and State entities.

4.1 The Supplier agrees to provide the State of Oklahoma, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Supplier which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Supplier agrees to permit any of the foregoing parties to copy or reproduce, by any means, excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests. All records related to this transaction must be kept for five years after the completion of this Contract.

4.2 If applicable, the Supplier agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

4.3 No language in this Contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

4.4 The Supplier further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5 BUYING PREFERENCES.

5.1 Domestic Preferences, 2 CFR Section 200.322. Supplier should, to the greatest extent practicable under the scope of this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this Contract. For purposes of this section:

- a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber; and
- c. Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth below.

5.2 Buy America Preference, 2 CFR Part 184. Applies to Federal awards where funds are appropriated or otherwise made available for infrastructure projects in the United States, regardless of whether infrastructure is the primary purpose of the Federal award. Must be included in all subawards, contracts, and purchase orders for the work performed, or products supplied under the Federal award. Infrastructure encompasses public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

6 STATUTES AND REGULATIONS PROHIBITING DISCRIMINATION.

6.1 Executive Order 11246, “Equal Employment Opportunity,” as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. Applies to any construction work and subcontract work, or modification thereof, which is paid for in whole or in part with funds obtained from the Federal Government, unless otherwise exempted.

Construction Contracts 41 CFR Section 60-1.4(b). During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- b. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. which includes that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or discriminate against any employee or applicant for employment because they inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This does not apply to instances in which an employee who has access to the compensation as part of the employee's essential job function discloses the compensation to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which a collective bargaining agreement is in place or other contract or understanding, a notice to be provided advising the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

6.2 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d, *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving Federal financial assistance.

6.3 Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601, *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

- 6.4 Section 504 of the Rehabilitation Act of 1973**, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 6.5 Age Discrimination Act of 1975**, as amended (42 U.S.C. §§ 6101, *et seq.*), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
- 6.6 Title II of the Americans with Disabilities Act of 1990**, as amended (42 U.S.C. §§ 12101, *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- 6.7 Protections for Whistleblowers.** In accordance with 41 U.S.C. § 4712, the Parties may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced includes the following:
- a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Treasury employee responsible for contract or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; or
 - g. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

7 CONTRACT AND SUBCONTRACT LEVEL REQUIREMENTS.

In addition to State procurement regulations, the following Federal regulations apply.

- 7.1 Contracts and Purchases in Excess of \$2,000.** The following applies to contractors and subcontractors performing on Federal funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, and requires that Supplier must comply with two sets of regulations:

- a. **The Davis–Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148)** as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). When applicable, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.
- b. **Copeland “Anti–Kickback” Act (40 U.S.C. § 3145)**, as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.

7.2 Contracts and Purchases in Excess of \$10,000.

- a. **Recovered Materials.** Any state agency or agency of a political subdivision of a state and its suppliers or contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

7.3 Contracts and Subcontracts for \$25,000 and Above

- a. **Suspension and Debarment.** Restricts awards, subawards, contracts, and subcontracts with Suppliers that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities. This Contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Supplier is required to verify that none of Supplier’s principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935). The Supplier must comply with 2 CFR part 180,

subpart C and 2 CFR part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the State of Oklahoma. If it is later determined that the Supplier did not comply with 2 CFR part 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the State, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

7.4 Contracts and Purchases \$100,000 and Above

- a. **The Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701-3708.** Applies to all contracts and subcontracts of more than \$100,000 that involve the employment of mechanics or laborers. Under Section 3702 of the Act, contractors and subcontractors shall be required to compute the wages of every mechanic and laborer (including guards and watchmen) on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. *These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.*
- b. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended.** Supplier certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. This Supplier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award and require any entities receiving subawards or contracts to do the same. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
** Contractors must sign the attached certification.*

7.5 Contracts and Purchases \$150,000 and Above

- a. **Clean Air Act (42 U.S.C. §§ 7401– 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.** Supplier agrees to comply with, and require all subcontractors to comply with, all applicable standards, orders, or regulations issued pursuant to these Acts. Supplier agrees to report each violation to the State entity that is party to this Contract and understands and agrees that the State entity will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency.

7.6 Contracts and Purchases \$250,000 and Above

- a. **Remedies.** Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8 OTHER APPLICABLE LAWS

- 8.1 **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Supplier is encouraged to adopt and enforce on-the-job seat belt policies and programs for employees when operating company-owned, rented or personally owned vehicles.
- 8.2 **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Supplier is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.
- 8.3 **Publications.** Any publications produced with funds from a Federal award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”
- 8.4 **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

The term *funding agreement* means any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8.5 Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment.

- a. Parties agree that no Federal funds may be obligated or expended in any contract or subcontract that includes obtaining any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system.

As described in Public Law 115–232, section 889, *Covered telecommunications equipment* is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- b. This prohibition does not prevent parties to this Contract or subcontractors from using covered telecommunications equipment and services for their own purposes, provided the covered telecommunications equipment or services are not procured with Federal funds.
- c. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

8.6 Termination for Cause and Convenience – Provisions under Contract Attachment B apply.

This form is required for purchases of \$100,000 and above

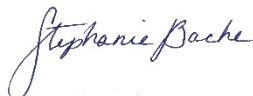
**CERTIFICATION REGARDING LOBBYING
Required by 31 CFR Part 21**

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

- I. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- II. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- III. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subawards, and contracts under grants, loans, and cooperative agreements) and that all Suppliers 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, of the 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.

Supplier certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Supplier understands and agrees that the remedies found in Title 31, Chapter 38 of the U.S. Code applies to this certification and disclosure.



Signature of Supplier's Authorized Official

Stephanie Bache February 21, 2025

Name Date

Vice President

Title

This form is required for purchases of \$100,000 and above

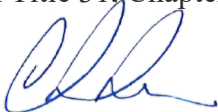
**CERTIFICATION REGARDING LOBBYING
Required by 31 CFR Part 21**

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

- I. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- II. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- III. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subawards, and contracts under grants, loans, and cooperative agreements) and that all Suppliers 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, of the 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.

Supplier certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Supplier understands and agrees that the remedies found in Title 31, Chapter 38 of the U.S. Code applies to this certification and disclosure.



Signature of Supplier's Authorized Official

<u>Chance Sparks</u>	<u>2/18/2025</u>
Name	Date

Principal/Vice President
Title

Attachment E1 - Pricing

PRICE AND COST - The parties agree and understand that the total cost of this Contract is unknown and that this is an estimated cost based on the estimated hours. The Contract's total cost will depend on the total number of hours per position, with the hourly rate of each position for each task being a fixed rate.

Fixed billing rates per hour are included in the attached Billing Rates and Expense Schedule.

	Client Position	Project Director	Project Manager	Project Administration	Project Controls	Project Accountant	Project Biller	Estimator	QA/QC
	Discipline	PM&S - Project Management	PM&S - Project Management	PM&S - Project Admin Support	PM&S - Project Controls	PM&S - Project Accounting	PM&S - Project Billing	PM&S - Estimating	EDS - Specialized Solutions
	Sub-Discipline	PM - PD/CD	PM - PM	Admin - Gen	PJC - General	Accounting - General	Billing - General	Estim - General	Spec Sol - Planning
	Additional Information								
	HOURS\COST TOTALS IN USD \$:	17	36	12	12	12	12	88	58
	BILLING RATE IN USD \$\MARKUP:	\$ 376.00	\$ 317.00	\$ 134.00	\$ 210.00	\$ 121.00	\$ 140.00	\$ 277.00	\$ 372.00
	CONTRACT TOTALS IN USD \$:	\$ 6,392	\$ 11,412	\$ 1,608	\$ 2,520	\$ 1,452	\$ 1,680	\$ 24,376	\$ 21,576
Task	Description								
Task 1	Task 1 - Hazard Mitigation Project Development								
	Task 1 Subtotals	8	8	3	3	3	3		14
Task 2	Task 2 - Community Outreach and Coordination								
	Task 2 Subtotals		2	1	1	1	1		
Task 3	Task 3 - Evaluation of Facilities and Areas								
	Task 3 Subtotals		2	1	1	1	1		6
Task 4	Task 4 - Environmental and Historic Considerations								
	Task 4 Subtotals		2	1	1	1	1		8
Task 5	Task 5 - Data Collection and Analysis								
	Task 5 Subtotals		2	1	1	1	1		12
Task 6	Task 6 - Hydrologic and Hydraulic Studies								
	Task 6 Subtotals		2	1	1	1	1		
Task 7	Task 7 - Regional Coordination								
	Task 7 Subtotals		2	1	1	1	1		18
Task 8	Task 8 - Cost Estimation and Budgeting								
	Task 8 Subtotals	9	12	1	1	1	1	88	
Task 9	Task 9 - Data Consistency and Compliance								
	Task 9 Subtotals		2	1	1	1	1		
Task 10	Task 10 - Engineering and Design Support								
	Task 10 Subtotals		2	1	1	1	1		

Attachment E1 - Pricing

PRICE AND COST - The parties agree and understand that the total cost of this Contract is unknown and that this is an estimated cost based on the estimated hours. The Contract's total cost will depend on the total number of hours per position, with the hourly rate of each position for each task being a fixed rate.

Fixed billing rates per hour are included in the attached Billing Rates and Expense Schedule.

		Estimate Cost and Hours Basis							
Client Position		Environmental and Historic Lead	Environmental and Historic Support	Land Services and Acquisition	Recovery Coordinator	Hazard Mitigation Project Development	Water Resources Engineer	Evaluation of Facilities and Areas Lead	Regional Coordination Lead
Discipline		EDS - Environmental & Land Services	EDS - Environmental & Land Services	EDS - Environmental & Land Services	EDS - Specialized Solutions	EDS - Specialized Solutions	EDS - Specialized Solutions	EDS - Specialized Solutions	EDS - Specialized Solutions
Sub-Discipline		Env - Siting	Env - Siting	Land Serv - Right of Way Acquisition	Spec Sol - Planning	Spec Sol - Planning	Spec Sol - Planning	Spec Sol - Planning	Spec Sol - Planning
Additional Information									
HOURS\COST TOTALS IN USD \$:		27	62	47	254	88	135	162	171
BILLING RATE IN USD \$\MARKUP:		\$ 325.00	\$ 162.00	\$ 267.00	\$ 274.00	\$ 261.00	\$ 201.00	\$ 213.00	\$ 297.00
CONTRACT TOTALS IN USD \$:		\$ 8,775	\$ 10,044	\$ 12,549	\$ 69,596	\$ 22,968	\$ 27,135	\$ 34,506	\$ 50,787
Task	Description								
Task 1	Task 1 - Hazard Mitigation Project Development								
	Task 1 Subtotals	2	2	2	62	52	117	22	24
Task 2	Task 2 - Community Outreach and Coordination								
	Task 2 Subtotals				10				
Task 3	Task 3 - Evaluation of Facilities and Areas								
	Task 3 Subtotals				34	18		90	12
Task 4	Task 4 - Environmental and Historic Considerations								
	Task 4 Subtotals	16	60	30	20			16	8
Task 5	Task 5 - Data Collection and Analysis								
	Task 5 Subtotals				16	18	18	34	
Task 6	Task 6 - Hydrologic and Hydraulic Studies								
	Task 6 Subtotals				12				
Task 7	Task 7 - Regional Coordination								
	Task 7 Subtotals	9		15	62				127
Task 8	Task 8 - Cost Estimation and Budgeting								
	Task 8 Subtotals				12				
Task 9	Task 9 - Data Consistency and Compliance								
	Task 9 Subtotals				22				
Task 10	Task 10 - Engineering and Design Support								
	Task 10 Subtotals				4				

Attachment E1 - Pricing

PRICE AND COST - The parties agree and understand that the total cost of this Contract is unknown and that this is an estimated cost based on the estimated hours. The Contract's total cost will depend on the total number of hours per position, with the hourly rate of each position for each task being a fixed rate.

Fixed billing rates per hour are included in the attached Billing Rates and Expense Schedule.

							Hours	
Client Position	Regional Coordination Support	Data Collection and Analysis Lead	Data Collection and Analysis Support	Recovery and Resilience Strategist	Recovery and Resilience Support	Infrastructure Enhancement		
Discipline	EDS - Specialized Solutions	EDS - Specialized Solutions	EDS - Specialized Solutions	EDS - Specialized Solutions	EDS - Specialized Solutions	EDS - Civil		
Sub-Discipline	Spec Sol - Planning	Spec Sol - Planning	Spec Sol - Planning	Spec Sol - Planning	Spec Sol - Planning	Civil - Dams & Tunnels		
Additional Information								
HOURS\COST TOTALS IN USD \$:		185	101	66	133	224	88	1,990
BILLING RATE IN USD \$\MARKUP:		\$ 169.00	\$ 303.00	\$ 187.00	\$ 261.00	\$ 185.00	\$ 245.00	
CONTRACT TOTALS IN USD \$:		\$ 31,265	\$ 30,603	\$ 12,342	\$ 34,713	\$ 41,440	\$ 21,560	
Task	Description							
Task 1	Task 1 - Hazard Mitigation Project Development							
	Task 1 Subtotals	24			10	4		363
Task 2	Task 2 - Community Outreach and Coordination							
	Task 2 Subtotals							16
Task 3	Task 3 - Evaluation of Facilities and Areas							
	Task 3 Subtotals	24			43	21		254
Task 4	Task 4 - Environmental and Historic Considerations							
	Task 4 Subtotals	96			32	104		396
Task 5	Task 5 - Data Collection and Analysis							
	Task 5 Subtotals	51	53	66		51		325
Task 6	Task 6 - Hydrologic and Hydraulic Studies							
	Task 6 Subtotals							18
Task 7	Task 7 - Regional Coordination							
	Task 7 Subtotals	38			48	44		367
Task 8	Task 8 - Cost Estimation and Budgeting							
	Task 8 Subtotals						88	213
Task 9	Task 9 - Data Consistency and Compliance							
	Task 9 Subtotals							28
Task 10	Task 10 - Engineering and Design Support							
	Task 10 Subtotals							10

Attachment E1 - Pricing

PRICE AND COST - The parties agree and understand that the total cost of this Contract is unknown and that this is an estimated cost based on the estimated hours. The Contract's total cost will depend on the total number of hours per position, with the hourly rate of each position for each task being a fixed rate.

Fixed billing rates per hour are included in the attached Billing Rates and Expense Schedule.

		Labor	Subcontract Summary	Subcontracts	Project Total
	Client Position		FNI		
	Discipline				
	Sub-Discipline				
	Additional Information				
	HOURS\COST TOTALS IN USD \$:		\$ 320,100	\$ 320,100	
	BILLING RATE IN USD \$\MARKUP:		0.00%		
	CONTRACT TOTALS IN USD \$:	\$ 479,299	\$ 320,100	\$ 320,100	\$ 799,399
Task	Description				
Task 1	Task 1 - Hazard Mitigation Project Development				
	Task 1 Subtotals	\$ 90,588	\$ 36,000	\$ 36,000	\$ 126,588
Task 2	Task 2 - Community Outreach and Coordination				
	Task 2 Subtotals	\$ 3,979	\$ 82,100	\$ 82,100	\$ 86,079
Task 3	Task 3 - Evaluation of Facilities and Areas				
	Task 3 Subtotals	\$ 62,599			\$ 62,599
Task 4	Task 4 - Environmental and Historic Considerations				
	Task 4 Subtotals	\$ 82,225			\$ 82,225
Task 5	Task 5 - Data Collection and Analysis				
	Task 5 Subtotals	\$ 72,100	\$ 18,000	\$ 18,000	\$ 90,100
Task 6	Task 6 - Hydrologic and Hydraulic Studies				
	Task 6 Subtotals	\$ 4,527	\$ 84,100	\$ 84,100	\$ 88,627
Task 7	Task 7 - Regional Coordination				
	Task 7 Subtotals	\$ 96,662	\$ 9,900	\$ 9,900	\$ 106,562
Task 8	Task 8 - Cost Estimation and Budgeting				
	Task 8 Subtotals	\$ 57,017			\$ 57,017
Task 9	Task 9 - Data Consistency and Compliance				
	Task 9 Subtotals	\$ 7,267	\$ 40,000	\$ 40,000	\$ 47,267
Task 10	Task 10 - Engineering and Design Support				
	Task 10 Subtotals	\$ 2,335	\$ 50,000	\$ 50,000	\$ 52,335

Supplier (Black & Veatch)

Billing Rates and Expense Schedule
for
Oklahoma Office of Management and Enterprise Services

Calendar Year 2025

HOURLY BILLING RATES (see Client Billings and Notes) Position/Hourly Billing Rate Range (\$USD)	Maximum (\$)
Project Accountant	\$134.00
Project Administration	\$148.00
Project Biller	\$154.00
Regional Coordination Support	\$186.00
Water Resource Engineer Support	\$202.00
Recovery and Resilience Support	\$204.00
Water Resources Engineer	\$222.00
Evaluation of Facilities and Areas Lead	\$235.00
Project Controls	\$231.00
Evaluation of Facilities and Areas Support	\$206.00
Data Collection and Analysis Support	\$206.00
Infrastructure Enhancement	\$270.00
Hazard Mitigation Project Development	\$288.00
Recovery and Resilience Strategist	\$288.00
Land Services and Acquisition	\$294.00
Recovery Coordinator	\$302.00
Estimator	\$305.00
Regional Coordination Lead	\$327.00
Environmental and Historic Support	\$179.00
Data Collection and Analysis Lead	\$334.00
Project Manager	\$349.00
Environmental and Historic Lead	\$358.00
QA/QC	\$410.00
Project Director	\$414.00

Client Billings: Client shall pay to Supplier for the performance of the Services the sum of the following amounts unless the compensation is otherwise stated in the specific task assignment.

1. Labor will be billed as actual hours charged to this project by Supplier personnel and in accordance with the rates above.

2. Travel is included in the hourly rates.

3. Any other professionals not specifically identified above will be placed in the most appropriate category above based on function and experience.

Notes:

1. Billing rates are subject to annual adjustment on each January 1. The annual adjustment will be limited to a maximum increase of 2%.

ATTACHMENT E-2

STATEMENT OF WORK

PROJECT UNDERSTANDING

In late April and early May 2024, Oklahoma experienced a series of severe weather events, including more than 40 tornadoes, heavy rainfall leading to flash flooding and large hail. These storms resulted in significant damage to communities across the state. A Disaster Declaration was granted, and Federal disaster assistance (FEMA-4776-DR-OK) was provided to support recovery efforts. Early damage assessments revealed more than \$16M in eligible FEMA Public Assistance damages.

The State of Oklahoma has issued an RFP to seek a Resilient Recovery Strategy and services to support the recovery planning work underway in the two most heavily impacted communities, Sulphur and Barnsdall. This RFP is a vehicle to build local capacity and support these cities and the Oklahoma Department of Emergency Management (OEM) as they manage the additional work and requirements that come with a complex recovery.

These disasters damaged critical infrastructure, residential and commercial properties, and cultural and natural resources. **As the state moves into long-term recovery, our team will offer coordinated planning and engagement, technical expertise, and funding strategies to restore communities, strengthen resilience and support local governments in navigating complex grant and compliance processes.**

We recognize that much work has been done. The communities of Sulphur and Barnsdall have established recovery task forces to identify recovery strategies that complement FEMA funding program delivery.

Black & Veatch and Freese and Nichols have extensive experience working on disaster recovery projects nationwide, supporting federal, state, and local agencies in **rebuilding infrastructure, securing funding and enhancing community resilience.**

We have successfully assisted municipalities in disaster-stricken areas by developing recovery roadmaps, prioritizing infrastructure investments, and integrating resilience into capital improvement plans.

Early local recovery planning processes identified five key areas of need:

1. Economic redevelopment and historic/environmental preservation.
2. Reconstruction of critical commercial infrastructure
3. Infrastructure resiliency.
4. Capacity-building for recovery planning, grant management, and project implementation.
5. Operational funding to sustain essential municipal services.

Given these needs and challenges, the successful execution of recovery efforts will require a multidisciplinary approach that integrates engineering, urban planning, environmental stewardship and financial expertise to deliver tailored solutions for affected communities.

Disaster Recovery Strategy

Our team understands that a resilient recovery strategy is anchored in data-driven risk assessments and community-centered planning, enabling the identification of vulnerabilities, prioritization of projects and the facilitation of equitable recovery efforts. This Solicitation calls for both a Resilient Recovery Strategy and qualifications for 10 eligible recovery activities

to be carried out on a task order basis. Our project understanding encompasses both elements, presenting a proposed Resilient Strategy approach and detailing the resources our team will contribute to each of the 10 eligible activities listed below:

1. Hazard Mitigation Project Development
2. Community Outreach and Coordination
3. Evaluation of Facilities and Areas
4. Environmental and Historic Considerations
5. Data Collection and Analysis
6. Hydrologic and Hydraulic Studies
7. Regional Coordination
8. Cost Estimation and Budgeting
9. Data Consistency and Compliance
10. Engineering and Design Support

Each community's recovery journey is unique, and our team is dedicated to building upon the progress already made by the Sulphur and Barnsdall Recovery Task Forces.

The figure on the following page presents a 5-phase recovery planning process designed to create a resilient recovery strategy for the communities impacted by FEMA-DR-4776-OK. By systematically integrating the ten eligible activities into this structured process, our team aims to further enhance the ongoing efforts of the Sulphur and Barnsdall Recovery Task Forces to:

- Maximize federal and state funding opportunities.
- Implement projects that are technically feasible,

cost-effective and compliant.

- Enhance long-term resilience through data-driven planning and engineering excellence.

The Resilient Recovery Strategy outlined draws from the extensive experience of the Black & Veatch team in various recovery initiatives, as well as our deep understanding of Oklahoma flood and community planning best practices. Collaboration with OEM will ensure the incorporation of diverse perspectives, including those of state officials, local governments, tribal nations, utility providers, faith-based organizations, businesses and emergency managers, in each Strategy.

This process integrates and aligns eligible activities to develop customized scopes for each Task Force. The key outcomes of the Recovery Strategy will involve identifying gaps in existing recovery strategies, supporting the prioritization and development of projects and outlining the next steps for implementation. The figure details a proposed sequence of tasks and types of deliverables that our team can provide at each phase of the process. Additionally, to bolster long-term resilience and build capacity, our team stands ready to assist OEM in establishing a replicable strategy development process for similar communities.

RESILIENT RECOVERY STRATEGY



TECHNICAL APPROACH: INTEGRATING RECOVERY PLANNING & RESILIENT RECOVERY STRATEGY

Our team will implement a comprehensive, data-driven approach that aligns local and regional hazard mitigation projects and strategies with Oklahoma’s long-term recovery and resilience objectives.

Task Order Management

Our approach to successful project delivery is founded upon strong program management. We understand that OEM will issue task orders in coordination with the leadership of Sulphur and Barnsdall.

We have assembled a strong team of professionals at Black & Veatch and FNI with the right skills and experience to successfully support this contract. Cindy Rolli, the contract Recovery Coordinator, will coordinate and oversee the successful completion of all task orders. As each task order is issued, Cindy will assemble a team of qualified and experienced specialists to successfully execute the scope of work.

The technical approach is structured to enable a customized task order-based scope to be developed in coordination with the leaders of Barnsdall and Sulphur.

We have provided our qualifications and approach for each of the 10 defined recovery tasks (eligible activities) shown in the figure below that are necessary to develop a resilient recovery strategy. We will work with the communities of Barnsdall and Sulphur to identify which of the tasks are relevant to their needs. Specific tasks will be agreed to by all parties during the initial scoping meeting and subsequent scope update meetings. Our program management approach is provided at the end of this section.



Cindy Rolli | Recovery Coordinator

Cindy Rolli is a Resilience Planning Leader for Black & Veatch. Cindy has over 28 years of professional experience in hydrogeology, hazard mitigation planning and disaster recovery to support a holistic approach to resilience planning. Cindy has successfully led disaster and mitigation strategies, including the Kīlauea Recovery and Resilience Strategic Plan.

The ten tasks (eligible activities) listed below are detailed in the following pages:



1 Hazard Mitigation Project Development

Matt Scott will lead the hazard mitigation project development, utilizing the combined bench strength of the Black & Veatch team. Our collective individual experience totals over 240 years of delivering critical infrastructure projects, giving OEM and Oklahoma communities confidence that our solutions will be reliable, thorough and withstand the test of time.



Matt Scott | Hazard Mitigation Project Development Lead

Matt has over 10 years of experience as both a FEMA Hazard Mitigation Assistant (HMA) grant reviewer, participating in multiple years of National Technical Reviews, and as a grant preparation lead developing mitigation applications on behalf of sub-applicants. Most recently, he assisted with successful HMA grant applications for California's Department of Water Resources (\$14M dam sediment control project) and for Salisbury, North Carolina (\$22.5M raw water intake relocation).

Our team also has a successful track record of developing hazard mitigation projects, through collaboration, stakeholder engagement and sound engineering principles which also meet FEMA's requirements. Our solutions will be optimized to access FEMA Hazard Mitigation Assistance (HMA) funding opportunities, and available to pursue other potential funding sources. Our professionals specialize in all of the critical project elements for successful hazard mitigation project development, and will execute the following process to optimize efforts to obtain hazard mitigation grants.

Conduct engineering design and feasibility studies for identified hazard mitigation projects relevant to the disaster.

The Black & Veatch team will work with the affected cities to identify and prioritize Hazard Mitigation project opportunities across each community. The final projects are anticipated to be moved forward for implementation through state, national or private grants and partnerships to create communities that are more resilient than ever before.

Black & Veatch offers complete in-house engineering and environmental services, we can provide our clients with a single point of contact for all project needs. This capability enables us to offer an integrated project team and approach consisting of environmental specialists and engineers who frequently work together on major permitting and design efforts.

The Engineering Design and Feasibility studies will rely on information developed through site assessments, soil samples, and information gathered in other

tasks, such as:

- Task 3 - Evaluation of Facilities and Areas, which will identify the critical infrastructure.
- Task 2 - Community Outreach and Coordination, to prioritize projects for further investigation.

- Task 10 - Engineering and Design Support, to provide additional analysis of adjacent structures to the hazard mitigation projects.

Black & Veatch will support cities in pursuing Federal funding to prevent future losses and damages from disasters. We will identify eligible and competitive mitigation projects by working with each individual city to develop the necessary background data, engineering specifications, and scope of work. The goal of this assessment is to compile enough data to make a program eligibility determination and assess the cost-effectiveness of the proposed project (including a preliminary Benefit Cost Analysis (BCA) as needed). The results of these analyses will be presented to each city so a determination can be made on if the community would like to move forward with the full application creation and submittal process.

Our engineering process has been refined over decades of success and thousands of infrastructure projects. Our design Teams can provide structures that withstand 200 mph winds, or enhance levees such as our work on the Gulf Coast to project against Category 5 hurricanes, or design conveyance structures against record flooding such as in the Kansas City area.

Our Team is familiar with multiple federally funded programs, such as the FEMA Public Assistance program (i.e., 406 mitigation), FEMA Hazard Mitigation Grant Program (HMGP), the U.S. Department of Housing and Urban Development's Community Development Block Disaster Recovery (CDBG-DR) and the Community Development Block Grant Mitigation (CDBG-MIT) program. We will prepare our engineering design and feasibility studies to include the necessary program application information, which includes:

- **Site Specific Data** - such as location, aerial imagery,

floodplain and FIRM panel number.

- **Damage History** - such as flood history, tornadic

activity and cost of damages.

- **Mitigation Strategy for the Project** - such as developing mitigation strategy to demonstrate cost reasonableness and define reconstruction requirements.

- **Conceptual Engineering Design Documents** -

including applicable codes or standards.

- **Initial Regulatory Compliance Assessment** - including permitting, environmental and historic elements.

This task will also require coordination with Task 8, Cost Estimation and Budgeting, to synchronize the engineering solution with fiscal requirements.

Perform site assessments, including soil tests and surveys and other assessments, to support these studies.

Our team will work to rapidly identify what information and studies may be needed to design feasible mitigation solutions. As task orders are issued under this contract and mitigation concept alternatives are developed, the Black & Veatch team will engage with subcontractors, such as surveyors and geotechnical firms, based on the needs of each site.

Data and assessments from other tasks may be needed to inform and support these studies, such as:

- **Task 4: Environmental and Historic Considerations** - to capture the extent of National Environmental Policy Act (NEPA) studies and permitting may be required and coordination with the State Historic Preservation Office (SHPO) to understand restoration/ improvements to landmarks.
- **Task 7: Regional Coordination** - to document and incorporate any regional resilience and sustainability goals.

The site assessment information will inform the overall mitigation project strategy, to capture challenges, opportunities, and fiscal impacts to the list of mitigation projects.

WHERE WE'VE DONE THIS BEFORE:



Black & Veatch has experience in implementing FEMA HMA grant funded projects in collaboration with OEM. The City of Stillwater, Oklahoma, experienced multiple power outages at its water treatment plant due to wind. Black & Veatch provided design services to construct a backup generator, which the City used to apply for and obtain an HMGP grant.



Black & Veatch assisted the California Department of Water Resources (DWR) with a successful HMGP grant application for a \$16M project that will enhance the resilience of Castaic Dam in the event of an earthquake.



Black & Veatch developed applications for three nationally competitive FEMA grants to receive critical financial assistance. Apache Junction received the largest grant FEMA has ever awarded in Arizona - \$44M in flood mitigation assistance (FEMA Building Resilience Infrastructure for Communities (BRIC)) to help fund the new facility. Our team conducted a comprehensive alternatives analysis, which included a robust public and stakeholder outreach program.

2 Community Outreach and Coordination

The team’s community and stakeholder engagement will be led by Dawn Warrick, AICP at Freese and Nichols, Inc. (FNI). Our team uses a variety of more than 50 tools and activities to reach all audiences, based on the community’s needs and demographics, stakeholders involved, and the nature of the planning or engineering design effort. As planning and design professionals, we bring best practices and lessons learned from other communities regionally within Oklahoma as well as from across the nation; however, each community’s residents, business owners, elected and appointed officials, and staff are the true experts on their community. A robust community engagement effort will be key to shaping a project in a manner that is representative of the community’s vision and needs.



Dawn Warrick | Community Outreach and Coordination Lead

Dawn Warrick, AICP, is a nationally recognized leader in urban planning and planning/project community engagement. This experience includes post-disaster community engagement, which requires special consideration to residents’ and stakeholders’ personal circumstances, and empathetic approaches to the physical, emotional, mental and economic health of participants. Dawn and her team at FNI have garnered multiple awards for community engagement over the last ten years.

Facilitate weekly community meetings to engage residents and potential sub-applicants in identifying future mitigation projects.

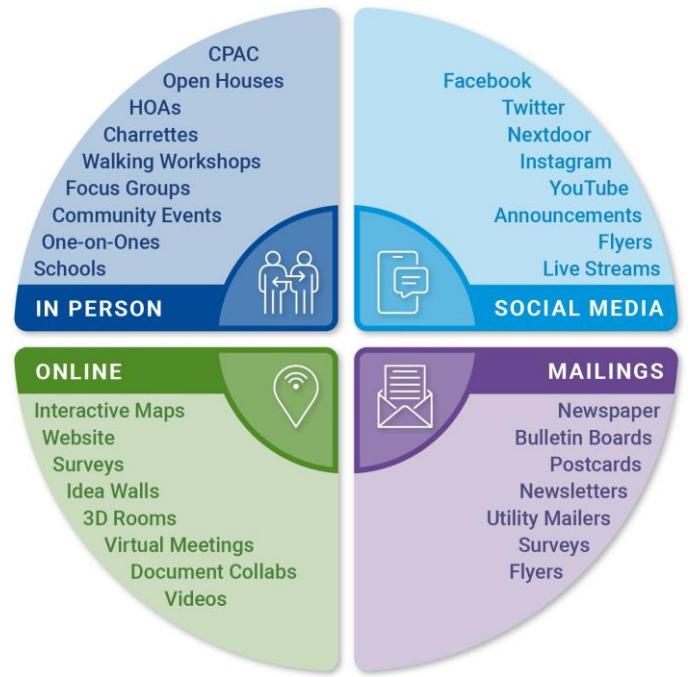
Our team understands the need for effective and inclusive participation from stakeholders. We will use a variety of outreach techniques to provide opportunities

for all interested parties to learn about and contribute to the projects. We recommend conducting individualized scoping meetings to identify the best engagement approach, types of engagement tools, meeting style and frequency, etc., documenting it via a Public Engagement Plan (PEP). Our experience shows that reaching the community early is critical to building trust in the planning and design process, often using resilience framework tools for decision making like Envision.

Gather input from community stakeholders to prioritize projects that address local needs and resilience goals.

Keys to engagement that our team will focus on to build support and consensus for projects are:

1. **Convenient:** Hold meetings and events at times and locations that are convenient for participation, tabling at community events where people will already be present and utilizing the project website to host online engagements and virtual alternatives of any in-person engagements, for those who need to engage from the comfort of their homes. This can involve deployment to multiple locations across a community’s geography.



2. **Inclusive:** Choose event spaces intentionally and use thoughtful language in outreach materials. Providing materials in multiple languages demonstrates sincerity and shows the community that feedback from everyone is valued. Work with trusted partners to go to the people versus asking them to come to us. This is especially critical when engaging Tribal Nations, with whom we bring extensive experience and are trusted partners with many.
3. **Interactive:** Encourage engagement since people do not want to leave their houses just to sit and listen to a presentation. If we are asking people to come out to a meeting, we should be providing them with interesting ways to learn, engage and provide feedback. If participants have a good time at meetings, they will keep coming back and maybe next time bring their friends! We often find great success with small group discussions, as participants are hearing differing opinions directly from their neighbors rather than from community leaders or consultants.
4. **Meaningful:** Value residents' and stakeholders' time. If people give us their time to participate in engagements, then we need to confirm that our meetings are collecting useful information and that their feedback is being clearly incorporated into the

WHERE WE'VE DONE THIS BEFORE:

Notably, FNI has a sterling reputation for community and stakeholder engagement with over **40 successful projects within Oklahoma for the urban planning and design practice** alone, with an extensive record of project success **totaling over 500 projects in Oklahoma** across nearly every engineering practice, from small towns to the largest cities, and from Tribal Nations to the Oklahoma Department of Transportation.

FNI is currently leading the Oklahoma State Flood Plan and is responsible for engaging local and state agencies, floodplain managers, and the General Public.

project and impacting recommendations. Many of our recommendations end up coming directly from community input. Any project contemplated through this program belongs to the community, and our role as consultants is often to simply listen to residents and shepherd those ideas into actions.

WHERE WE'VE DONE THIS BEFORE:

FNI has successfully completed the Hazard Mitigation Plan for the City of Tulsa. **The plan serves as a valuable tool for securing access to federal resources that are crucial to disaster resilience and recovery.** Tulsa's previous Hazard Mitigation Plan allowed the city to lower its residents' NFIP rates by up to 45% and maintain a Class 1 CRS rating, a feat matched by only one other city in the United States.

The newly developed Hazard Mitigation Plan builds on these achievements by extensively researching the hazards that confront Tulsa, engaging with stakeholders, and identifying opportunities to increase the city's technical skills and resource access while finding new funding sources. **The plan provides guidance and readily predicates action,** making Tulsa a more resilient and responsive community. With this new plan, the City of Tulsa will continue to benefit from the Class 1 rating and accompanying NFIP benefits, while expanding the positive impact of the document on local mitigation and resilience efforts.

3 Evaluation of Facilities and Areas

Evaluate existing facilities and areas to determine appropriate mitigation actions based on risk assessments and community input.

Carol Baumann, GISP will lead the team in evaluating the facilities and areas to determine appropriate mitigation actions using a combination of GIS technologies and engineering resilience assessment tools. In collaboration with Sulphur and Barnsdall communities, the Black & Veatch team will conduct thorough risk assessments to identify potential hazards and vulnerabilities. This can involve analyzing historical data, mapping floodplains, and identifying areas prone to natural hazards.



Carol Baumann | Evaluation of Facilities and Areas Lead

Carol is a Senior GIS Analyst with 30 years of experience. She is a FEMA-certified Hazus Practitioner, the highest certification awarded by FEMA for the use and application of the Hazus risk analysis platform. She has led the risk analysis for more than 350 communities nationwide. She has been involved in multiple aspects of GIS projects including technical and data, application development, software customization, and map design and production. She has provided technical leadership on projects including natural hazard mapping and analysis, surface water management, utilities, health and epidemiology, environmental conservation, and planning.

The process emphasizes community involvement and engagement. Public meetings, surveys and workshops are conducted to gather input from residents, businesses and local stakeholders.

Identify critical infrastructure that requires resilience enhancements.

The risk assessment will allow participants of the Recovery Task Force to identify and prioritize mitigation actions through the participation of county and local officials and the public. The Black & Veatch team will start by collaborating with the Recovery Task Force

to examine post-disaster assessments, unmet needs analyses, previously identified hazards from the Hazard Mitigation Plan (HMP), additional hazard data sources, and potential updates to the hazard list based on local insights and alignment with the State HMP.

Black & Veatch will prepare the risk assessment in accordance with federal and state requirements by engaging directly with Barnsdall and Sulphur to gain a thorough understanding of the hazards that may impact or have historically affected the area.

Our team will identify opportunities to save costs, increase benefits and maximize risk reduction for mitigation projects by addressing relevant hazards.

Black & Veatch's robust risk assessment includes the following:

1. Assessment of existing and future conditions (i.e., changes in demographics, development, and climate change).
2. Hazard identification and profiling (i.e., previous events, probability of occurrence).
3. Vulnerability assessment using custom developed building and critical lifeline inventories; leveraging FEMA's Hazus model to estimate potential impacts to flood, wind, and earthquakes.

Our risk assessments also include addressing NFIP-insured structures that have been repetitively damaged by floods. **Our team has extensive experience profiling high-hazard dams, incorporating requirements of FEMA's High Hazard Potential Dam (HHPD) grant program using best available data.**

WHERE WE'VE DONE THIS BEFORE:

As the Program Manager for the Village of Key Biscayne (VKB) Resilient Infrastructure Program, Black & Veatch **conducted a vulnerability and risk assessment to identify the community's vulnerabilities and risks from climate-related threats** including tidal flooding, heavy rain, storm surge, extreme heat, high winds and elevated groundwater. The FEMA Hazus model and economic REMI model were used to quantify and monetize benefits for multiple flood scenarios. The assessment identifies areas and infrastructure that are most at risk, as well as the potential effects on Village assets and finances. **This allows the Village to focus on improving its infrastructure and emergency response systems. The assessment also enables the Village to apply to a \$200M per year Resilient Florida Infrastructure Fund.**

4 Environmental & Historic Considerations

Mike Burton will leverage his extensive experience in FEMA emergency response and mitigation EHP compliance program management to serve as the EHP Program Manager for this project. For each task assigned under this program, especially hazard mitigation projects to be developed, Mike will assign the appropriate qualified professionals to evaluate the project for compliance with environmental and historic preservation regulation and guidance under the unified Federal Environmental and Historic Preservation Review for Presidentially Declared Disasters.

Incorporate environmental planning and historic preservation considerations into all project planning activities.

The Black & Veatch team's experts in National Environmental Policy (NEPA), wetlands, floodplains, endangered species, archeology/cultural resources,

historic buildings, water quality and air quality will be assigned to each project as appropriate to evaluate for potential impacts and mitigative measures as needed. Depending on the needs of each project, a team will be assembled with the appropriate professionals from the pool of qualified staff.

As each project is developed, our team will first prepare and submit draft screening EHP forms or reports with a detailed project description and supporting documentation for the client's review and feedback. We will collaborate to develop submittals to the client's satisfaction prior to submittal to FEMA.



Mike Burton | EHP Program Manager

As the EHP Program Manager for the Puerto Rico Central Office of Recovery Reconstruction and Resilience Energy Sector, Mike Burton led a team of 36 professionals providing NEPA and NHPA compliance documentation for emergency work performed in the wake of Hurricanes Irma and Maria. The team compiled comprehensive data on emergency power restoration efforts that were completed following the catastrophic damage to the electrical power transmission and distribution system in the context of Environmental and Historic Preservation requirements from the Federal Emergency Management Agency to comply with the National Environmental Policy Act, the National Historic Preservation Act, the Clean Water Act, the Endangered Species Act, and numerous other regulatory programs at the Federal and local level. Services included inspection of over 700 sites and mapping of over 50 potential impacts to natural resources and historic sites, including wetlands and streams, GIS data management and production of over 2500 map exhibits, preparation of over 200 environmental review reports, as well as auditing of numerous records and weekly reporting.

Likewise, all communications, including pre-submittal consultations and meetings with FEMA will include the client's input and engagement.

Where proposed projects may have unavoidable impacts to sensitive receptors or typically protected natural or historic resources, our subject matter experts will work with the client to develop alternatives to the project, mitigative measures, or other acceptable alternatives that advance the project goals that are still likely to meet program funding criteria.

Ensure compliance with local, state, and federal regulations regarding environmental protection and historic preservation.

Many funding sources require NEPA compliance and documentation and can often include Clean Water Act (CWA) permitting (including wetland delineations), Endangered Species Act authorizations, and Section 106 of the National Historic Preservation Act compliance.

Our team includes staff who are experts in NEPA compliance and many of the ancillary or supporting studies/surveys needed to demonstrate compliance (e.g., cultural resource surveys, waters of the U.S. (WOTUS) delineations, threatened or endangered species impacts, sediment sampling, water quality sampling, etc.).

For the various assignments of this program, our experienced subject matter experts will be available to review proposed activities and actions for compliance with environmental and historic preservation regulatory programs. Our assigned team includes experts in permitting public and private infrastructure and facilities of a wide variety in many conditions throughout Oklahoma and the US, and are well versed in areas including the National Environmental Policy Act, National Historical Preservation Act, Archaeological and Historic Preservation Act, Archaeological Resources Protection Act, Clean Air Act, Clean Water Act, Endangered Species Act, Native American Graves and Repatriation Act, Resource Conservation and Recovery Act, Floodplain Management Act and other relevant policies.

WHERE WE'VE DONE THIS BEFORE:



- Black & Veatch has a strong technical experience in environmental and cultural resources. In one project, the team conducted a cultural resources investigation of a data center project site in Missouri and identified remains of a former one-room schoolhouse. In another project, our cultural resource team evaluated historic structures in San Francisco for their safe modification and future use while retaining their historical significance. Black & Veatch also assisted PowerSouth Electric Cooperative in Alabama with upgrades to their internal communications system, **involving regulatory assistance and multiple rounds of tribal consultation, successfully developing relationships with twelve Tribal Nations and ensuring satisfactory consultation outcomes.**
- Black & Veatch has experience coordinating with Tribal entities for various projects.** For the Southpoint Generating Plant in Arizona, we worked with the Bureau of Indian Affairs and the Fort Mojave Indian Reservation to prepare an environmental impact statement, obtain a Prevention of Significant Deterioration Permit to Construct and conduct air permitting meetings. We also conducted a botanical assessment of Reservation lands for the Pechanga Band of Luiseno Mission Indians, identifying culturally significant plants and developing recommendations for best management practices for preservation. Finally, for the Ozark Beach Hydroelectric Project in Missouri, Black & Veatch held preliminary meetings with stakeholders, including the Delaware and Osage Nations, to discuss the relicensing process, educate agencies and obtain

In addition, our partner FNI brings expertise in placemaking and place-based economic development through historic preservation.

FNI has led revitalization plans and related design for over 40 historic communities, celebrating their history as a basis for arts, culture and connecting people to their community.

This element would be led by Chance Sparks, FAICP, CNU-A, ENV SP, accompanied by Dawn Warrick, AICP locally. Chance has led downtown revitalization plans across multiple states for FNI with an extensive record of implementation via capital projects, policy updates, and new program implementation. Chance has served as a historic preservation officer for 13 years over the course of his career.

5 Data Collection and Analysis

Rob Flaner, CFM, will lead the data collection and analysis portion to support Benefit Cost Analysis.



Rob Flaner | Data Collection and Analysis Lead

Rob Flaner, CFM, has 40 years of experience in mitigation and floodplain management planning, CRS, and FEMA HMA grant and BCA development. Rob’s resume includes assisting his clients in securing over \$750M in FEMA HMA funding, including the BCA lead on the FEMA Sector C HMTAP contract and lead BCA reviewer for the state of Utah in 2022 and 2023. The complexity of the BCAs performed by Rob range from single asset impact projects to large scale, reach-based projects that protect thousands of structures.

Collect data necessary for conducting Benefit-Cost Analyses (BCA) for proposed projects.

The fundamental components of a benefit-cost analysis (BCA) are as follows:

- A detailed understanding of the pre-project condition and the problem the project will address.
 - An understanding of how effective the action will be at mitigating the problem.
 - What does the post-project condition look like considering the effectiveness of the project?
 - How long is the project expected to be effective?
 - How much will it cost to implement the project?
 - How much will it cost to maintain the project over its expected useful life?
- These fundamental components will form the basis for the data collection and analysis campaign deployed by Black & Veatch.
- Black & Veatch will assign a lead BCA analyst to each project aligning project type with expertise.** The analyst will review the project and quantify the potential benefits and impacts of the project working in collaboration with our team of GIS analysts, flood modelers, and input from the project sponsor. Our team will identify traditional risk reduction benefits for each project as well as expand upon benefits recognized by

FEMA to ensure that a holistic analysis is conducted, and project benefits are identified.

Benefits and impacts will be calculated and documented in a BCA report for each proposed project in monetary terms. These calculations will be generated using best available project area data and modeled pre- and post- project conditions based upon the project design. Our geospatial team has the capacity to develop a detailed structure-level inventory database for each project area using best available building footprint and tax assessor data. The inventory data can be used to assess the monetary impacts to structures benefiting from the risk reduction design.

The final version of this data will be supplied to the sub- applicant in a geodatabase and will include attributes such as the structure location (i.e., latitude, longitude, address), occupancy class, square footage, replacement

cost value (i.e., structure and contents), foundation type and finished first floor height.

Potential benefits and impacts that can be calculated for each project may include flood risk reduction to buildings in the project area (e.g., structural losses, content losses), critical infrastructure service interruption (e.g., mobility improvements to major traffic routes, utility outages), environmental benefits and social benefits. Structure-level flood risk reduction and displacement costs will be calculated in a spreadsheet and aggregated into FEMA's BCA Toolkit version 6.0.

All other benefits can be calculated using FEMA's BCA Toolkit version 6.0 to estimate each project's benefit cost ratio (BCR). The final BCR for each project will be provided in the Project Summary Report.

Ensure that all projects meet environmental compliance and other program requirements.

Our team will coordinate with the Task 4, Environmental and Historic Preservation team to ensure that all projects meet environmental compliance and other program requirements.

PROVEN BCA EXPERTISE

Alison Miskiman and Rob Flaner, proposed members of the Black & Veatch team, have reviewed over 100 technical BCAs, including the following:

State of Utah*. Conducted BCA reviews for project types: flood control, levees, aqueduct, basin retention, seismic retrofits, microgrid and generators; and met with sub-applicants to address identified issues or make enhancements to increase chances for FEMA award; resulting in **\$46M** in awards in 2022.

FEMA Hazard Mitigation Technical Assistance (HMTAP) Contract for FEMA Region 6*. Conducted or supervised more than 50 generator BCA technical reviews and developed RFIs where deficiencies were identified.

State of Idaho*. Under a five-year standby on-call contract, the team provided technical support in the preparation of and/or review of over 100 BCAs for the Idaho Office of Emergency Management.

**Denotes work with a previous employer.*

6 Hydrologic and Hydraulic Studies

Tasks related to Hydrologic and Hydraulic (H&H) studies will be led by Austin Duggar, PE, CFM, and supported by Jeremy Rice, PE, of FNI. Austin and Jeremy are locally based in Tulsa, and have extensive experience in developing 2D modeling that provides a comprehensive understanding of flooding. We will use this expertise to identify flood-prone areas and implement mitigation measures to prevent redevelopment in the floodplain. Furthermore, we will take into account the design requirements for infrastructure elements located in floodplains.



Austin Duggar | Hydrologic and Hydraulic Studies Task Lead

Austin Duggar is a senior stormwater engineer experienced in bridge hydraulic and scour analysis, design of culvert extensions and replacements, preparation of stormwater masterplans, storm sewer analysis and design, detention pond design, stream stabilization and restoration, and preparation of operations and maintenance manuals for green stormwater infrastructure. He has experience preparing studies using a wide variety of software platforms, including HEC-HMS, HEC-RAS, EPA-SWMM, PC-SWMM, and TUFLOW 2D rain-on-mesh analysis, along with experience preparing design plans, specifications, and estimates.

Conduct hydrologic and hydraulic studies in unmapped flood zones or areas proposed for hazard mitigation projects.

While FEMA datasets provide a picture of riverine flooding, they do not tell the entire story and may not incorporate best available data for storm events. Overland flooding can be just as devastating and requires a better picture of flood risk. This can be accomplished through 2D modeling techniques such as rain-on-mesh to show areas that may be outside the

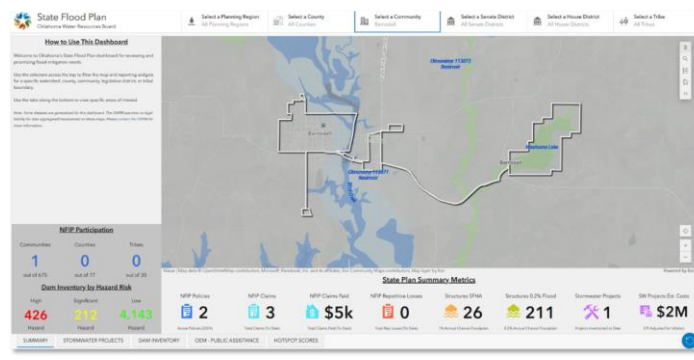
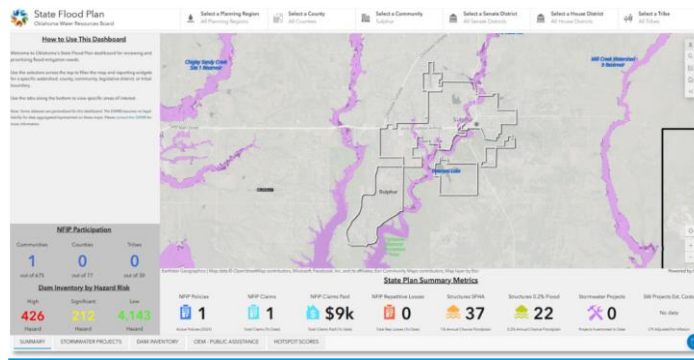
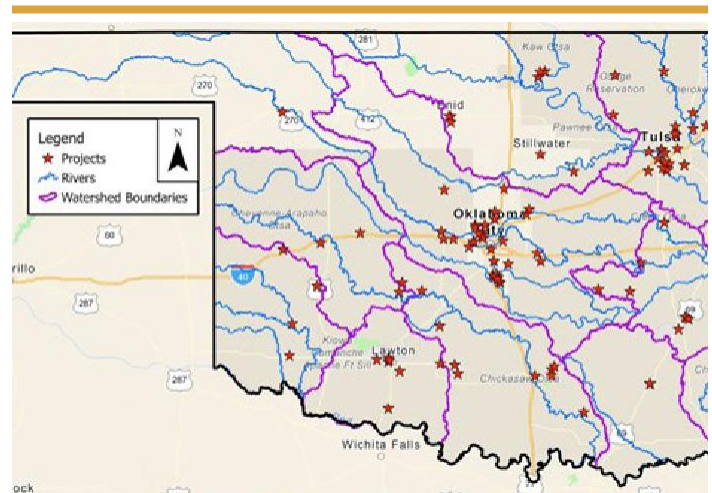
extents of FEMA mapping. FEMA also tends to focus on the 100-year and 500-year events which may not be reflective of flooding from other hazards including overland flooding, urban drainage issues, localized stormwater impacts, or extreme precipitation events.

Our approach includes a broader range of flood frequencies including the 2-, 5-, 10- and 25-year events in addition to FEMA’s standard focus of the 100- and 500-year flood events. Furthermore, these models can be used for real-time response and post-disaster response. We have deployed these techniques in the past in North Carolina during active flooding.

FNI is currently conducting similar efforts as part of Phase 2 of the Oklahoma Flood Plan for Muskogee county, including identification of projects for areas impacted by recent major flood events in 2019, 2022 and 2024. Our approach under this project could be similar, filling gaps for Barnsdall and Sulphur that FEMA may not have identified. This can be further expanded to be used in establishing local flood ordinances for rebuilding to prevent structures from being rebuilt in flood prone areas.

Use study results to inform project design and implementation.

The results of our H&H studies serve as the foundation for designing and implementing effective hazard mitigation projects. By identifying flood-prone areas and assessing flood behavior under different scenarios, we can develop targeted solutions to reduce risk. These studies also play a crucial role in securing funding opportunities through programs such as FEMA’s BRIC grant, where data-driven justifications strengthen grant applications.



H&H studies for the Oklahoma State Flood Plan.

WHERE WE’VE DONE THIS BEFORE:
Comprehensive State Flood Plan

FNI was retained to help the Oklahoma Water Resources Board (OWRB) coordinate project lists from floodplain and emergency response managers from across the state, gather historic flood data from local, state and federal sources, and support outreach efforts with state elected officials, floodplain management agencies and the general public. FNI’s responsibilities include five main areas: Engagement, Data Collection, Flood Risk Reduction Strategies, Funding and Plan Development.

FNI was part of the team that developed a comprehensive flood plan dashboard, which is a searchable database that details flood plain and historic flooding information by watershed area, county, tribal boundaries, state senate and house district and community and neighborhood level.

The intent of the database is to support local project planning, advise elected officials about problem areas in their district for funding purposes, and even allow emergency responders to alert residents in high-risk areas when a potential flood is coming.

WHERE WE'VE DONE THIS BEFORE:

FNI supported the Harris County Flood Control District (HCFCD) in assessing and documenting damage for all 22 Harris County watersheds sustained from the April 2016 “Tax Day” storm event and Hurricane Harvey. The program then pursued funding opportunities through FEMA, USACE and NRCS. The program also managed the design and construction of multiple repair packages, completed by multiple consultants and contractors, within each of the watersheds. **By integrating advanced flood modeling, risk assessment, and mitigation planning, we ensure that H&H studies are not just technical analyses but practical tools that drive sustainable, long-term flood resilience.**



Kimberly Miller | Regional Coordination Task Lead

Kimberly Miller, AICP, is an experienced urban planner and regional coordinator who has led multiple post-disaster recovery efforts providing direct capacity building and grant management resulting in access to long-term FEMA, SBA and HUD-CDBG assistance. She has also coordinated state agency involvement in developing a Clean & Resilient Marina certification program and developed a plan for the six-county Mississippi Gulf Coast National Heritage Area. Her recent projects include serving as the Plan Coordinator for the development of five regional flood plans for the Texas Water Development Board and organizing regional workshops in English and Spanish to identify areas of critical flood risk and projects to mitigate future damage. Kimberly is currently serving as the Lead Planner for the Texas General Land Office Infrastructure Benefit Study examining cost effectiveness of CDBG-DR/MIT grant funded projects.

7 Regional Coordination

The tornadoes that struck both Barnsdall and Sulphur destroyed buildings and infrastructure built with decades of local investment. Restoring critical infrastructure and incentivizing new growth will require each community to pursue innovative regional solutions that complement local tax base resources.

Kimberly Miller, AICP, will lead the Black & Veatch team to help OEM expand the capacity of the Sulphur and Barnsdall communities and prepare them to take action based on the Recovery Task Force Strategic Plans. We will work seamlessly with our Community Engagement colleagues to complement direct engagement with community members, using common tools and combining meetings whenever possible. Drawing upon our experiences as a State disaster recovery partner in Louisiana, Texas, Hawaii and Oklahoma, the focus of the Regional Coordination team will be to enhance local capacity for recovery, strengthen partnerships, increase resilience to future disasters and expand financial resources.

Coordinate the scoping and development of regional or multi-community hazard mitigation projects that address resilience and sustainability goals cohesively.

Regional Coordination efforts will build upon the work of each community's Recovery Task Force to identify projects with regional benefit and to strengthen partnerships with other governmental entities like Murray and Osage Counties, the regional Councils of Government and the Chickasaw and Osage Nations. The National Disaster Recovery Framework (NDRF) will serve as a guide to ensure these communities are also connecting with other sectors responsible for community recovery such as the non-profits of the Oklahoma Voluntary Organizations Active in Disaster (VOAD) and its affiliated organizations who can provide both relief and long-term recovery.

As OEM works with local governments to seek consensus on priority areas for action, the Regional Coordination team will support these communities in the following ways:

- Develop a coordinated communications and messaging strategy around recovery goals and progress.
- Promote collaboration on regulatory compliance with federal law such as the National Environmental Policy Act (NEPA), Clean Water and Endangered Species Act, and Section 106 of the National Historic Preservation Act.
- Serve as a liaison to FEMA and Federal Regional Response Coordination to continue leveraging public

and non-profit resources for direct relief.

- Support resilience through the adoption of common code and construction standards for repairs and

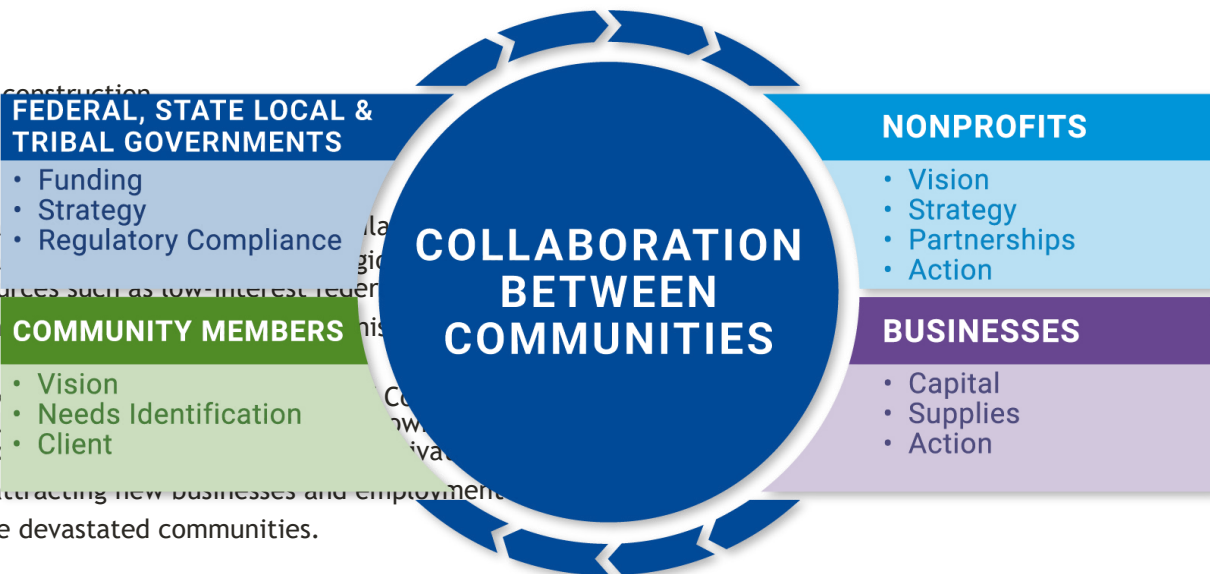
Facilitate collaboration between neighboring communities to leverage resources and knowledge.

There are a number of actors in each community who will be critical to a successful recovery. As illustrated in the figure, each sector of society has a distinct role in ensuring recovery project success. While the early stages of recovery are focused on identifying unmet needs and require broad and frequent engagement with the public, the Task Forces have now identified projects to prioritize for action.

Below are proposed regional coordination tasks to ensure agreement on the standards and objectives for recovery projects to build momentum and remove roadblocks to implementation.

- Define Objectives for Coordination:** Foster community partnerships, prioritize projects for regional coordination.
 - Partner Forums:** Identify the specialties required for recovery and work with the community engagement program to hold issue-specific forums that assist with project prioritization and areas for collaboration.
 - Regional Collaboration Strategy:** Produce summary of partner forums and recommendations for collaborative strategy.
- Prepare Content for Regional Communications and Messaging:** Create clear, concise and compelling

- new construction
- Expansion of infrastructure resources such as low-interest loans from
- Work with local associations for attracting new businesses and employment to these devastated communities.



Regional coordination with elected officials, municipalities and other federal agencies is a key element in the development of a Long-Term Strategic Implementation Plan.

messages that resonate with the public, decision makers, funders and investors.

- Communications Survey on best traditional forms of communication as well as technology to

broaden the reach of the program.

- Program and Project Fact Sheets in PDF format

with illustrated description of recovery goals.

- Story Map to convey the location and progress of

recovery projects.

- Social Media Content for use in social media feeds of governmental partners.

3. Develop a Regional Framework for Project Implementation:

Identify the actors with responsibility for project execution and develop a framework for communication, decision making, cost and labor sharing.

- Support the development of MOUs for permitting

design & funding of regional projects.

- Develop a schedule of regularly occurring partner

meetings for sharing and coordination.

- Prepare Technology Tools for project tracking

and collaboration.

- Funding Support prepare a summary of potential funding sources, develop a template for matching funding source to projects and a project narrative that can be adapted for multiple funding sources.

8 Cost Estimation and Budgeting

Black & Veatch's cost estimating team is former construction professionals certified by AACEI (Association for the Advancement of Cost Engineering International). AACEI provides industry wide standard practices and technical tools to provide consistency and quality. Our professionals utilize industry available resources, such as the Means Estimating Database and Sage Estimating software, Consumer Price Index (CPI) and publicly available bidding data to develop cost estimates specific to each facility or infrastructure requirement. In addition, we've developed parametric estimating tools and maintain an extensive in-house database related to our own research and infrastructure improvement projects.

Utilize third-party cost estimation services to develop accurate project budgets for sub-applications.

In order to review third party estimates, we will provide standardized approaches to the sub-applicant to allow for ease of comparison and review. It will include a format to capture labor and materials estimates to facilitate review and comparison to other cost estimates. The format will also include standardized approaches to mark-ups, such as overhead, profit, subcontractor mark-



Page Burks | Cost Estimation and Budgeting Task Lead

Throughout her more than 25 years of experience, Page Burks has coordinated risk and resilience planning, master planning, siting, design, asset planning and costing for various facility and enterprise-wide programs. In addition, she has fulfilled leadership roles in the design of several large-scale public outreach programs. Page has worked extensively within Oklahoma communities over the past 15 years.

ups, insurance, bonding and other required additional construction fees. For larger conceptual projects, the standardized approach will also include additional categories such as engineering and architecture fees, permitting fees, construction inspection, NEPA (National Environmental Policy Act) documentation, and other related costs required for a complete and usable project.

The Black & Veatch team has extensive Oklahoma-based knowledge to track and understand the local market conditions, and have estimated small and large projects for local, State and Federal funding across the State. We've developed estimates across a range of identified needs from conceptual budgets to detailed estimates based on established criteria, well-documented facility needs, and completed construction drawings. We've also reviewed dozens of contractor proposals for capital improvements in Oklahoma communities, with over 100 combined years of history between the two firms of supporting capital improvement needs. We also have regional and national experience, which provides us a greater understanding of the variety of facility and infrastructure needs within the community.

Ensure transparency and consistency in budgeting across all project proposals.

When cost estimates are needed, Page will identify and coordinate with other task leads, such as Task 10 (Engineering and Design Support), Task 7 (Regional Coordination), and Task 3 (Evaluation of Facilities and Areas) to engage with our Team and the community on project needs. Multiple Team members will then provide input for the estimate, including:

- **Environmental Scientist:** Environmental constraints and NEPA requirements
- **Funding Specialist:** Federal agency requirements

review and compliance

- **Construction Cost Estimator:** For reviewing a third-party estimate, or to provide a cost estimate based

on the project elements

- **Project Administrator:** Record keeping, database administrator



Ryan Slattery | Data Consistency and Compliance Task Lead

Before joining Freese and Nichols, Ryan served as the Harris County Regional Flood Control District Resilience Division Manager, establishing the framework for the County's first comprehensive flood resilience plan. He has also held posts in the Houston Mayor's Offices of Recovery and Resilience where he leveraged the disaster recovery process to advance Resilient Houston and Houston's Climate Action Plan, and he has previously deployed on-site for disaster relief and recovery efforts.

While working for the City of Houston after Hurricane Harvey, Ryan secured approximately \$125M in reimbursements to the City for repairs to facilities and close to \$85M in new obligations between 2019-2022.

Ryan Slattery, AICP ENV SP, will lead the project team and leverage his experience developing a resilient building matrix completed for the City of Houston to track new development and code standards.

WHERE WE'VE DONE THIS BEFORE:

For a confidential Oklahoma client requesting an improved budgetary estimate at an earlier phase of design, our team advanced the required elements of the conceptual design in order to get to a ACEI Class 3 opinion of probable construction cost prior to the typical 30% milestone for this level of estimate. **This provided the client with a higher level of cost certainty earlier in the project cycle.**

9 Data Consistency and Compliance

Contract services to ensure data consistency across various project application categories, including Environmental and Historic Preservation (EHP) reviews, cost-sharing mechanisms, and work schedules.

Our team understands that maintaining the integrity of complex data across all phases is critical for securing FEMA and other similar source funding and ensuring the success of all resulting projects. Data inconsistencies can result in delays, rework, or even the rejection of project applications. **To mitigate these risks, a centralized data management framework will be implemented to support uniform data collection, analysis, and reporting.** This process will function as the comprehensive source for all project data, ensuring alignment across various components such as risk assessments, environmental reviews, benefit-cost analyses and engineering designs.

The data management framework will categorize and organize data based on project requirements such as environmental conditions, infrastructure assessments, and financial information. This process will facilitate easy access for team members and partners, reduce redundancies and enhance project coordination. The system will also include version control mechanisms to prevent the use of outdated information, while secure access protocols will protect sensitive data.

The standardized processes we develop will play a crucial role in maintaining data consistency across tasks and projects. Custom templates and forms will be developed to guide the collection of key information across project activities. For example, site assessments will use standardized forms to document hazard exposure, facility conditions and environmental characteristics. Benefit-cost analysis (BCA) reports will subscribe to consistent formatting to ensure that data inputs such as projected losses and avoided costs are clearly defined and traceable. These standardized tools will enable uniform data collection and reporting, enhancing both efficiency and accuracy with project documentation.

To ensure data integrity, our team will develop a comprehensive quality assurance (QA) process. Through this effort, we will conduct regular internal audits to verify that all data is accurate, up to date and consistently applied across project applications. This will include cross-referencing data points, such as H&H results and engineering designs, to confirm alignment between related tasks. **By identifying and resolving discrepancies early, the QA process will prevent costly delays during FEMA's review and approval stages while also reducing risk in HUD compliance.**

Compliance monitoring is another essential aspect of this task. FEMA and HUD require projects to adhere to a complex intersection of regulations, including

WHERE WE'VE DONE THIS BEFORE:

Jefferson County Drainage District No. 6 JFC 2022 FMA BRIC EAS Services:

Areas within the Bayou Din watershed have experienced extensive, widespread flooding numerous times within recent years. The flooding is attributed to several unnamed storms, and notably Hurricane Harvey in 2017 and Hurricane Imelda in 2019. These flooding events resulted in damages to real and personal property. Submerged roads prevented motorists and emergency responders from moving freely, presenting an immediate threat to public health and safety. Residential, commercial and industrial areas throughout the region were inaccessible for prolonged periods as floodwaters receded.

The Bayou Din Regional Detention Basin Project is located within the jurisdictional boundaries of the District. **The project implemented stormwater management infrastructure to mitigate the risk of flooding** in areas of Fannett, Texas identified as Green Acres, Cheek, Winzer Road area, Bayou Din Drive area, Grand Oak Estates and adjacent communities. **The project also mitigated flood risk to vital industrial facilities within the watershed**, such as the Goodyear Tire and Rubber plant. Following FEMA/ TDEM Notice of Funding Opportunity, FNI

was engaged to assist the District with the submittal of an application to the 2022 FEMA funding assistance program competition. The grant was approved by the State for funding by FEMA for \$50 million in FY 2023, with services now ongoing.

environmental and historic preservation standards, cost-sharing requirements and federal procurement rules. The project team will establish a process to track compliance milestones, ensuring that environmental assessments, BCA documentation and budgets meet FEMA's and HUD's requirements. Regular compliance reports will be generated to provide partners with updates on progress and any outstanding issues. Should compliance gaps be identified, corrective action plans will be developed and implemented as soon as possible.

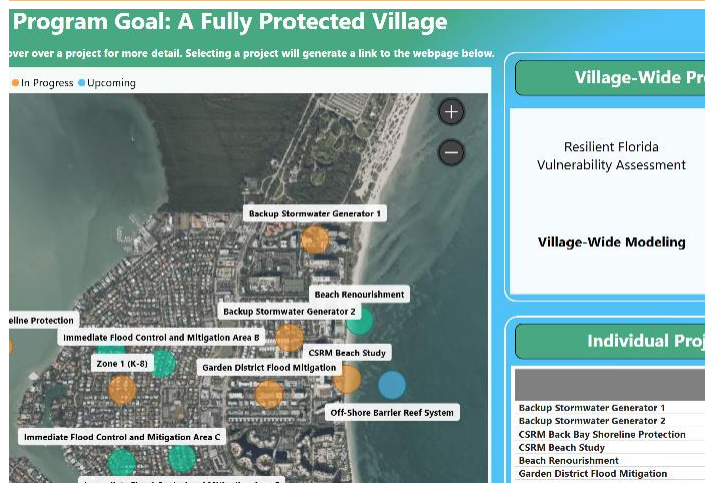
Training and capacity building will further support data consistency and compliance. Project staff, local officials and other key partners will participate in training sessions on FEMA's and HUD's data management protocols, best practices for data collection and strategies to maintain compliance throughout the project lifecycle. This training will equip participants with the knowledge needed to perform their roles effectively and contribute to the overall success of the recovery strategy.

Data integration will also be prioritized to enhance coordination across different project components. For example, data collected from hydrologic and hydraulic studies will inform both the design of flood mitigation infrastructure and the environmental impact analysis. Similarly, risk assessment data will be used to support both the BCA and compliance documentation. This integrated approach will ensure that data flows seamlessly between tasks, reducing duplication of effort and creating a more holistic understanding of project risks and solutions.

As the project progresses, all data will be regularly updated and refined to reflect new information from site assessments, community feedback and engineering studies. Before project applications are submitted to FEMA, the project team will conduct a final review of all documentation. This review will confirm that data is accurate, consistent, and complete, and that all compliance requirements have been addressed. Cross-referenced data points, such as cost, risk, mitigation strategies, and environmental impact, will be checked to ensure alignment across different sections of the application.

Deliverables for this task could include data consistency reports, compliance checklists and complete project documentation packages ready for submission to FEMA.

By adopting a comprehensive approach to data management and compliance, the project will be able to meet FEMA's requirements, minimize delays, and improve the likelihood of successful project development and execution. This will also enhance overall project efficiency, enabling the community to achieve its long-term resilience goals more effectively.



WHERE WE'VE DONE THIS BEFORE: Data Dashboard and Management

Our team's geospatial professionals provide innovative data management and spatial analytics for all aspects of project engineering and client support. Our solutions provide clients with easier ways to organize large volumes of spatially-enabled data associated with vulnerability and risk data, capital improvement planning, data analytics and more. **By gaining a deeper understanding of data, clients can enhance transparency in status reporting to stakeholders, improve the management of critical infrastructure, and streamline planning processes more efficiently.**

Our team develops public-facing dashboarding that displays project locations and reports on their status. On-line sites can also provide links to additional web pages with more details regarding proposed project and status.

10 Engineering and Design Support

Engineering and Design support services translate resilience goals into actionable and durable projects. This involves working closely with property owners, engineers, local officials and federal representatives to ensure that mitigation solutions are practical, cost-effective and compliant with applicable codes and standards.

Through this work, communities can recover more effectively from disasters while strengthening their ability to withstand future hazards. This is where our unique experience in operations comes into play, with this phase led by Greg Simmons, PE, CFM supported by Ryan Slattery, AICP, ENV SP.



Greg Simmons | Engineering and Design Support

Greg Simmons, PE, CFM has 36 years in public infrastructure asset management prior to joining Freese and Nichols, including 15 years as a Civil Engineer Corps officer in the US Navy and 21 years as an Assistant Director of the Transportation and Public Works Department with the City of Fort Worth.

Coordinate with property owners of substantially damaged structures to review project alternatives.

The process begins by understanding the extent of disaster-related damage and evaluating practical mitigation options. Engineers and planners conduct on-site evaluations, reviewing pre-disaster conditions, structural vulnerabilities, environmental factors and other project considerations. This evaluation helps identify the most appropriate solutions to address the damage. For example, a building located in a flood-prone area may benefit from elevation, structural retrofits, or protective barriers. Engineers will gather critical data

through damage inspections and consultations with local staff to ensure that designs are tailored to the site's unique characteristics risks.

Throughout the assessment and design phases, collaboration is key. Our team will engage property owners early to understand their needs, preferences and financial realities. Local staff will be consulted to review designs and provide input on development and code requirements. FEMA representatives are included to confirm that mitigation strategies comply with Sections 4044 and/or 406 of the Stafford Act, which ensures that repairs incorporate measures to reduce future damage. This collaborative approach ensures that stakeholders are aligned, and any potential issues, such as permitting or regulatory concerns, are addressed proactively.

Provide engineering and design support to bring structures into compliance with appropriate building code standards, enhancing their resilience to future hazards.

Once the scope of the project is agreed upon, we will develop detailed designs that incorporate resilient, forward-thinking solutions. The designs go beyond simple repairs to include enhancements that improve the facility's long-term performance. For flood-prone buildings, designs may involve elevating electrical systems and HVAC units above the Base Flood Elevation (BFE), while wind-resistant buildings might include reinforced roofs and impact-resistant windows. Nature-based solutions, such as bioswales or rain gardens, are integrated wherever possible to provide dual benefits of flood mitigation and environmental restoration. Every design will be rooted in FEMA guidelines, including the latest International Building Code (IBC) standards and local regulations.

Our team will conduct thorough cost estimates using FEMA's Cost Estimating Format to ensure accuracy and eligibility for FEMA funding. Budgets are structured around key project milestones, allowing for clear tracking of expenses during design, construction, and post-completion. Cost-saving measures are evaluated through value engineering techniques, ensuring that resilience upgrades are achieved without inflating project costs. For example, the use of sustainable materials that reduce long-term maintenance costs may be prioritized.

As construction begins, we will remain engaged to provide support and ensure that projects remain compliant. Pre-construction meetings are held to align contractors, project managers and engineers on project expectations. Site inspections occur regularly, allowing the team to verify progress and address any field conditions that may require design adjustments. If changes are needed, the team ensures they remain within the scope of Section 406 mitigation guidelines and continue to meet FEMA's funding requirements.

Upon completion of construction, a final review is conducted to confirm that the facility meets all design specifications, codes and funding criteria. Deliverables,

such as as-built drawings and compliance certifications, are provided to document the work for FEMA's review and project closeout. These records demonstrate that the project has successfully integrated mitigation measures, resulting in a structure better prepared to withstand future hazards.

By prioritizing FEMA strategies into the engineering and design process, communities can go beyond simple recovery and achieve long-term resilience. This task ensures that repairs not only restore what was lost but also build back stronger, safer and more sustainable.

WHERE WE'VE DONE THIS BEFORE:



- **City of Ennis Tornado Damage Assessments:**

FNI responded to an emergency request by the City of Ennis for structural assessments and mitigation measures to protect public safety following storm damage due to a tornado in the downtown area. FNI's role included initial assessment for safety mitigation by City personnel immediately following the tornadic event. FNI assisted the City in establishing safety perimeters and the design of barricades necessary to separate the public from danger zones. During the rebuilding process, FNI acted as the City's representative in providing technical reviews of the various damaged property owner's repair plans.



- **Brunswick County, NC EWP DSRs for Natural Disasters:**

The KFNI team was awarded two separate contract authorizations to perform 49 Damage Survey Reports (DSRs) for low- and medium-complexity sites located in Brunswick County, North Carolina. The damaged sites were the result of Hurricane Florence making landfall in September 2018 as a Category 4 major hurricane. The damaged sites largely consisted of debris-clogged streams, channels, and road crossings, as well as severe stream erosion occurrences. Preliminary site visits were made initially by NRCS teams in order to assess field conditions and develop a ranking of potentially damaged sites. Upon notice to proceed from NRCS, the DSR draft reports were provided within 45 to 60 days, including:

- Site visit, including coordination with local sponsor organizations

PROGRAM MANAGEMENT APPROACH

As an international firm with more than 12,000 employees, Black & Veatch is supported by the experience and corporate structure to manage large contracts with complex scopes. Having worked with states and projects of similar size and scope, the Black & Veatch team is equipped with the expertise to anticipate challenges and identify needs for course correction, before challenges become risks to the project. The key is a thorough understanding of scope, schedule and client expectations. This understanding is established and maintained through open lines of communication between Black & Veatch and OEM.

Effective project management and efficient project delivery are paramount to meeting the schedule and scope within budget. Black & Veatch has developed proven management tools to determine the level of resources required to meet all milestones and deliver well-coordinated and high-quality services. The systematic subdivision of project scope into concise, well-defined tasks is the foundation upon which work is defined and authorized, budgets are developed and monitored and resources are allocated. Quality control procedures are inherent throughout our project approach so that quality can be continuously monitored.

Our team's program management approach is described in detail in this Section. We will follow a streamlined approach to managing tasks for this contract. This approach revolves around the following:

1. Providing project management
2. Using communication tools and techniques that drive tasks toward completion
3. Aligning professionals with direct relevant experience and expertise to staff task orders
4. Using proven tools to track and report progress and costs
5. Implementing a tested and reliable quality assurance methodology

Strong Project and Task Order Management

Recovery Coordinator

Our approach to successful project delivery directly ties to strong coordination. Recovery Coordinator, **Cindy Rolli** will be the primary point of contact for OEM and will identify the resources needed for each task order.

Task Order Teams

Individual task order teams will be created to ensure that appropriate technical resources match the project assignment needs. Cindy Rolli and **Page Burks** will coordinate the alignment of resources as tasks are developed to create task order teams.

Workload and Resource Availability

Black & Veatch fully understands the staffing requirements for this contract and is committed to providing the resources required to complete each task within the required schedule. We are diligent about managing and forecasting workload in our resource planning tool, so we can anticipate the level of effort needed to meet OEM's requirements and schedule.

Project Execution Plan

At Black & Veatch, the roles and responsibilities, deliverables, budgets and schedules are defined for each project. All these elements are an integral part of the Project Execution Plan (PEP), the critical link between the Planning and Execution Phases of a project. The PEP document becomes the "Road Map" for the entire project team. As each Task Order scope is issued, our leadership team will meet with OEM to review the tasks, subtasks, and schedule to finalize the PEP and obtain approval. This work plan will also serve as our guide to transition subconsultants on and off the project based on their scope of work.

OEM’s job will be made easier by Black & Veatch leveraging its proven project management plan that will improve project quality, eliminate rework, and keep tasks on schedule and budget.

Successful program management requires attention to all aspects of the project. Our project management approach involves enhanced communications, firm understanding of each assignment, use of local resources and continuous progress reporting for schedule, budget and quality control.



Track and Report Project Progress and Costs

Our clients receive successful, quality projects as a result of Black & Veatch’s complete library of state-of-the-art project control tools.

Our team is prepared to provide monthly written status reports on project development and progress reporting. The reports will be electronically submitted on a set schedule acceptable to OEM and include the percentage of work completed to date against identified deliverables. Any challenges, obstacles or new issues uncovered will be discussed at the regularly scheduled meetings and documented in the monthly status reports. The ‘Work Calendar’ will be updated as meeting and milestone dates are identified.

Quality Management

In addition to the PEP, the Quality Management Plan (QMP) will ensure successful completion of the work. The QMP is developed for every project to outline how we will manage quality objectives, cost and schedule commitments and document management and control. Our QMS is based on ISO 9001, Quality Management System Requirement.

Schedule Management

The proposed Black & Veatch team has a long-standing history of successfully completing complex projects on time and within budget. Our team is organized to meet your needs. This team has worked together on numerous projects and have been selected based upon their experience to best serve OEM.

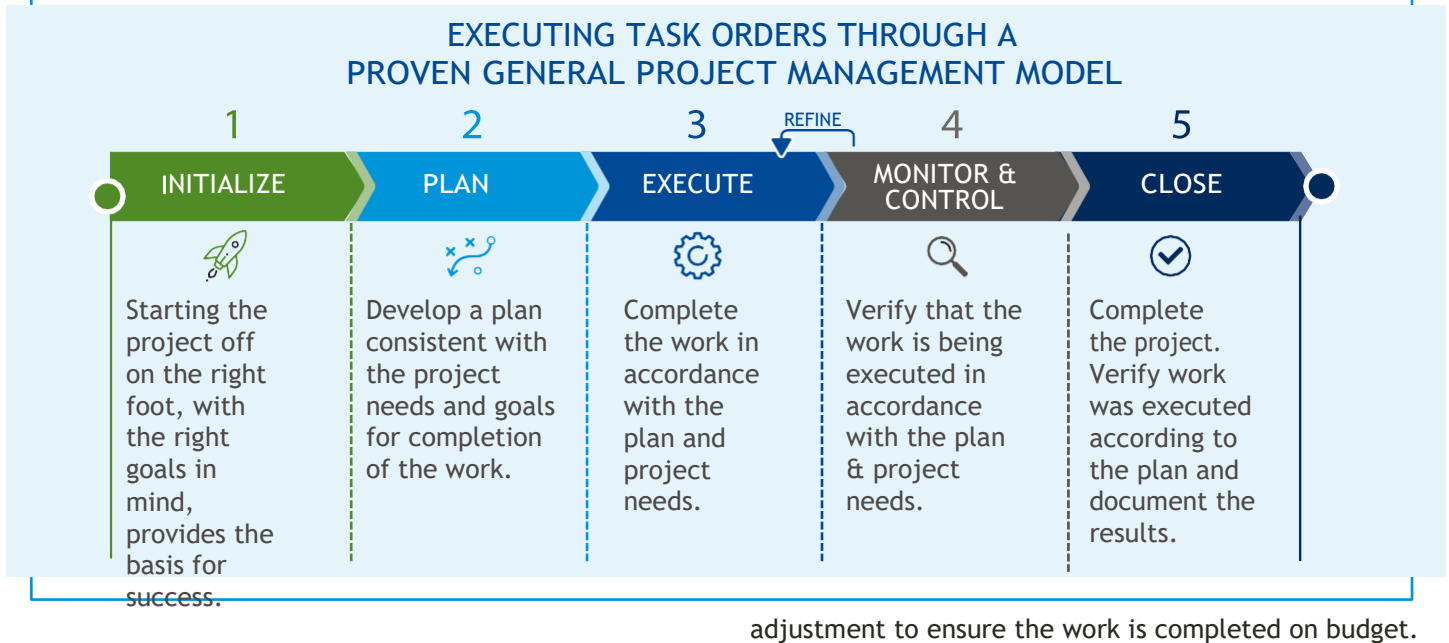
We will apply proven schedule techniques to control task order scheduling and apply the necessary level of resources to meet your schedule requirements.

Our goal is to ensure that all milestones and deadlines are consistently met and to complete each task order within the agreed schedule and budget. As appropriate for project size, the schedule analysis will identify critical path activities with critical project milestones and deliverables.

Black & Veatch has been successful at managing multiple task orders and challenging assignments by drawing upon our experienced project and task managers, as well as our vast pool of internal technical resources and subconsultants. A typical task order is broken down into smaller manageable subtasks and scheduled to meet the overall tasks' needs. The schedule and associated tasks, subtasks, and critical path activities are documented in the PEP as a reference to guide the team throughout the project progression.

TASK ORDER MANAGEMENT

Our Project Manager, Page Burks, will oversee project activities, monitor schedule and budget compliance, and manage resource availability. As the Recovery Coordinator, Cindy Rolli, will oversee Task Order Development and Execution. She will assign a Task Order Manager to each task order and work directly in partnership to apply performance controls. These five phases are outlined below:



Budget Oversight

Black & Veatch records project charges daily, and tracks and monitors project costs incurred on a weekly basis. We compare the as-incurred costs to the earned value of our work to determine whether trends are favorable to budget conformance. Where trends are unfavorable, we quickly develop a plan to bring the work back in-line with established budgets. Through our Business Intelligence Center and user-friendly Power BI dashboards, data on project charges is available to the project leadership in real time. This supports timely

Project Communications

We understand that project success is dependent on a well-established working relationship grounded in frequent and open communication between Black

& Veatch and the State. Cindy will serve as the primary point of contact and will be available for OEM consultation in person, teleconference and email, ensuring that all parties are receiving the desired project information and support from a consistent and trusted source for the duration of the project.

Cindy will coordinate directly with the Black & Veatch technical team and include these professionals in project