



# City of Lawton

## Lawton Transit Trust Authority

Lawton City Hall  
212 SW 9th Street  
Lawton, Oklahoma  
73501-3944

### Special Meeting Agenda

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Tuesday, July 14, 2026

6:00 PM

Lawton City Hall  
Wayne Gilley Auditorium

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#### Meeting Called to Order

"Official action can be taken only on items which appear on the agenda. The Authority may adopt, approve, ratify, deny, defer, recommend, or continue any agenda item. The Authority may also propose and enact floor amendments to any matter presented before them. When more information is needed to act on an item, the Authority may refer the matter to the City Manager or the City Attorney. The Authority may also refer items to standing committees of the Council or a board, commission, or authority for additional study. Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely."

#### Roll Call

#### Business Items

1. Consider issuing a Request for Proposals for a consultant to provide management services for the Lawton Area Transit System, and select a committee to review the proposals.

#### Adjournment

The City of Lawton encourages participation from all of its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at (580) 581-3305 at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48 hour rule if interpreters for the deaf (signing) is not the necessary accommodation."

**Item Title:**

Consider issuing a Request for Proposals for a consultant to provide management services for the Lawton Area Transit System, and select a committee to review the proposals.

**Initiator:** Christine James, Director

**Information Source:** Christine James, Director

**Background:**

The current contract for transit management services of the Lawton Area Transit System (LATS) was approved in December 2019 for a term of five years and extended for two additional years. The current management contract will expire on November 30, 2026.

It is recommended that a committee composed of three Trust members, the City Manager, and the Planning Department Director be formed to review the proposals. Proposals will be due on September 3, 2026, and following that date, the committee will meet to review and score the proposals and provide a recommendation to the Transit Trust for award of the contract.

**Correlation to the True North Statement:****Exhibit:**

LATS Management Request for Proposals Final

**Key Issues:****Funding Source:**

FTA Section 5307 funds and Local Match (already budgeted)

**Recommended Action:**

Approve issuing a Request for Proposals for a consultant to provide management services for the Lawton Area Transit System, and select a committee to review the proposals.

**ATTACHMENTS:**

1. LATS Management Request for Proposals Final

# Request for Proposals for Transit Management Services

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## Introduction

The City Transit Trust (CTT) of the City of Lawton, Oklahoma, is soliciting proposals from qualified and experienced firms for the operation and management of its public transportation system known as the Lawton Area Transit System (LATS).

CTT oversees a mid-sized transit system serving a community of approximately 90,000 residents, including the adjacent Fort Sill military installation. LATS operates with a team of approximately 45 employees and provides both fixed-route and complementary paratransit services.

The selected management contractor will be required to provide an Oklahoma corporation to conduct management and operations. All LATS personnel, with the exception of the General Manager, will be employed by the private Oklahoma corporation.

All functions necessary to operate LATS will be provided by the management contractor's local management team. The CTT will provide only indirect staff support from City employees. The emphasis of this contract will be to maximize both the management and operational services as effectively as possible. Subject to budgetary limitations, the CTT and Federal Transit Administration will pay for all costs arising from the operation of the system.

The CTT intends to award a five-year management contract to the responsive and responsible firm which the CTT deems to offer the most advantageous proposal, with price and other factors considered. There will be an option to extend the contract for two additional years. Negotiations to extend the contract will begin at the end of the fourth year. Proposals shall include the cost for the extension.

Procedures for selection and award will be in accordance with provisions of FTA Circular 4220.1F.

## Proposed Schedule

|                        |                            |
|------------------------|----------------------------|
| Issue RFP              | July 15, 2026              |
| Deadline for Questions | August 21, 2026            |
| Proposals Due          | September 3, 2026          |
| Interviews (tentative) | September 21 - Oct 1, 2026 |
| Award of Contract      | October 13, 2026           |
| Start of Contract      | Dec 1, 2026                |

# Request for Proposals for Transit Management Services

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## Background

LATS serves the Lawton-Fort Sill community which has a population of 90,381 according to the 2020 Census. LATS began operations in 2002 and offers fixed route transit and complementary paratransit services. LATS currently operates Monday through Friday, 6:00 a.m. – 8:00 p.m. and Saturday, 9:00 a.m. – 6:00 p.m. There is no service on Sunday. LATS operates a network of eight fixed routes with 8 buses operating on Monday through Friday and six buses on Saturday. LATS makes flag stops for passengers standing on the street along the fixed routes. Bus passes, transfers, and correct fares are collected in the fare box. Reduced fares are available for medical patients, elderly, military, and students. All routes run through the Downtown Transfer Center located on the north side of the 400 block of SW B Avenue. LATS serves all major shopping areas and medical facilities. Every Lawton Public Schools middle and high school is on a LATS route, and Lawton Public School (LPS) system has a contract with LATS that all LPS students and teachers ride for free. LATS buses provide service to Fort Sill through our Fort Sill Shuttle, which is an on-demand shuttle service. This includes service to the Post Main Exchange, Commissary, and Reynolds Army Community Hospital. LATS also provides a complementary paratransit service. This is an appointment based, shared ride curb-to-curb service which carries eligible passengers to their destinations.

The CTT owns all capital equipment and transit facilities. The fixed route fleet is composed of 15 Gillig low floor buses with factory installed ramps. Paratransit services are conducted by 5 paratransit buses and 3 paratransit vans. Shop vehicles include 3 pickups. There is a sedan and 2 vans for supervisors. The leased maintenance facilities at 611 SW Bishop Road includes administrative offices and maintenance shop. The CTT owns a bulk diesel fuel depot for the transit system.

Appendix A shows fixed route ridership from December 2024 through December 2025; Appendix B shows fixed route revenue from December 2024 through December 2025; Appendix C is the FY 2025-2026 Budget; Appendix D is the FY 2026-2027 Estimated Cost Allocation Plan; Appendix E is the Fleet Inventory Sample; Appendix F is the Organizational Chart for LATS; Appendix G is the Route Map; and Appendix H is the sample contract.

## Scope of Services

The contractor will be responsible for the management and day-to-day operation of LATS in accordance with all applicable Federal Transit Administration regulations, laws of the State of Oklahoma and policies of the CTT and for consultation and recommendations to the CTT on public transportation policy matters. The CTT is interested in contracting with a management company that will optimize cost effectiveness; increase ridership; provide superior customer service and passenger safety, financial stability, staff development, innovation and schedule adherence; present a positive image of the fleet and system including maintenance and cleanliness; and supply technical support in all matters relevant to operating a transit system.

## Request for Proposals for Transit Management Services

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The contractor will furnish a qualified, experienced executive to serve as General Manager of LATS. The appointment of the General Manager and any successors during the term of the management agreement, including extension, shall be subject to the approval of the CTT. Such approval shall not be unreasonably withheld. The CTT also may ask that a General Manager be removed without cause. The General Manager shall reside in the City of Lawton, and the management of LATS shall be the full time job of the General Manager.

Specific responsibilities of the contractor and the General Manager include but are not limited to the following:

- Overall management of the day-to-day operation of LATS, as set forth in the terms and conditions of a contract, to include recruitment, development, training, and employment of all personnel necessary to operate LATS, and negotiation and administration of labor contracts, including 13(C) assurances.
- Development and implementation of an annual budget and long range operating and capital replacement plans to improve services and increase ridership.
- Development and implementation of all necessary operation and maintenance policies and procedures.
- Participate in the capital lease for administrative and maintenance facilities.
- Transit planning, marketing, equipment and facility utilization and maintenance, security, routes, scheduling, fares, service standards, purchasing, accounting, budgeting, safety and risk management and insurance coverage.
- Public relations, equipment specifications, grant applications and all other normal managerial functions common to the day-to-day operation of LATS, including administration of service contracts.
- Recommendation and implementation of service delivery innovations to improve the customer experience and increase overall system efficiencies.
- Implementing the Transit Asset Management Plan and tracking performance measures.
- Provision of legal representation for the Management Contractor and the General Manager for all litigation arising from allegations of noncompliance of the Federal Transit Administration regulations, as set forth and amended in the Master Agreements, and laws of the State of Oklahoma. The CTT Attorney shall only represent the CTT in cases of litigation against the CTT.
- Prepare and complete reports to meet FTA requirements and monthly reports to the CTT on operations.
- Provide the CTT an annual audit of operational funds entrusted to LATS and the revenue mileage and data necessary for Oklahoma State Revolving Fund Application. Such audit shall be performed after June 30th each year, and it shall be delivered to the CTT upon completion with a deadline of September 30 of each year. This audit is in addition to the single audit requirement of FTA and shall be considered as an operating cost.
- Provide grant administration for capital investments, such as transit facilities, from application to completion of projects.
- The CTT may also ask for additional advisory studies and reports related to improving current service, adding new service, and meeting new FTA rules. If such studies and reports fall beyond the management of day-to-day operations, the CTT may seek a

# Request for Proposals for Transit Management Services

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separate cost proposal from the management company to complete this task without amending the scope of this RFP.

The CTT shall be responsible for the formulation and adoption of policy, establishment of fares, routes, and level of service to be provided and approval of operating and capital budgets. However, it is expected that the General Manager will provide quality data, analysis, and recommendations that will help the CTT achieve its transit goals.

The City of Lawton is the direct recipient for Federal Transit Administration grants, however, it has authorized the CTT to administer LATS.

## Proposal Content

Submittals must address the following topics:

### 1. Cover Letter

The contractor shall prepare a cover letter which summarizes the key points in the proposal.

### 2. Background and Experience

Provide a general description of the firm including, but not limited to, services offered, number of employees, office locations, and years in business and management experience of key personnel. Include the structure (partnership, corporation, etc.), ownership, whether a subsidiary or affiliate of any other entities, and percent of ownership, if any, by parties or interests outside of the United States.

Provide a list of the public transit systems currently managed or previously managed within the last 3 years and the starting date of each contract. A specific reference for each transit management contract shall be included. The CTT is particularly interested in the experience of the firm and key personnel of firm in managing systems similar in size to LATS.

Include the length of time the firm or key personnel of the firm have provided public transit management services.

### 3. Organization and Key Personnel

Provide descriptions that identify key personnel who would perform the work. Identify the General Manager and key staff members and provide brief resumes.

Describe the support services available from corporate personnel other than the General Manager. A list of the professional personnel who would be specifically available to the CTT, including brief resumes, areas of expertise, and location of each shall be provided.

# Request for Proposals for Transit Management Services

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## 4. Management Approach

General – This section shall describe the management techniques and practices used by your firm that will be utilized in the management of LATS. Examples of how your management has improved other comparable public transit systems shall be provided. Also describe how your firm collects and analyzes data to measure and maximize ridership and efficiency of the transit system.

Budget Management – Should a source of revenue fall short, the management company will be required to propose adjustments in operational costs to bring the budget in line. Explain how a revenue shortage will be handled.

Transition – If the CTT selects a firm other than its current management company, it will require the new firm to have its General Manager on site prior to termination of the existing contract in order to provide for a smooth transition. A detailed transition plan shall be provided detailing relevant duties and milestones and shall include your firm's approach regarding use of existing personnel. This plan shall be included in the contract for management services approved by the CTT. Transition and start-up costs shall be included in the "Management Fee" section of the proposal.

## 5. Financial References

This section shall provide your firm's most recent audited financial statements or three financial references to provide financial information establishing the firm's stability to perform services during the contract period.

## 6. Management Fee

This section shall list the annual management fee for each year of the five-year contract and renewal option years. This fee shall include all charges for provision of the General Manager and all services enumerated in the scope of services in this RFP, including the time and expense of all non-resident personnel and travel of non-resident personnel to Lawton.

## 7. Certifications

Federal Transit Administration funds will be used in the administration of the contract; therefore, all required FTA clauses will be included in the contract. Two certifications are required as part of any proposal submitted in response to this RFP, and they are:

*Debarment, Suspension, Ineligibility and Voluntary Exclusion*

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180.

## Request for Proposals for Transit Management Services

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These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount) and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- Debarred from participation in any federally assisted award;
- Suspended from participation in any federally assisted award;
- Proposed for debarment from participation in any federally assisted award;
- Declared ineligible to participate in any federally assisted award;
- Voluntarily excluded from participation in any federally assisted award; or
- Disqualified from participation in any federally assisted award.

By signing and submitting a proposal, the proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the CTT. If it is later determined by the CTT that the proposer knowingly rendered an erroneous certification, in addition to remedies available to the CTT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### *Lobbying Restrictions*

The Certification on Lobbying Restrictions is attached as Exhibit A and must be executed and submitted with the proposal.

### 8. Additional Information

Firms are invited to describe any particular aspect of its organization or proposal which, by way of background, experience, unique qualifications or other basis, sets it apart from the competition in its ability to accomplish this particular Scope of Services.

### Proposal Due Date

All proposals must be received by 5 pm CDT on September 3, 2026. All proposals must be submitted electronically. Proposers shall submit one (1) complete digital copy of their proposal in PDF format. The file should be clearly labeled with the project name and the proposer's firm name. Proposals must be submitted via email, [mpo@lawtonok.gov](mailto:mpo@lawtonok.gov) no later than 5:00 pm CDT on September 3, 2026. Submissions received after this deadline will not be considered.

Proposals may be revised on the respondent's own initiative at any time before the deadline for submission of proposals. The respondent must submit the revised response in the same manner



## Request for Proposals for Transit Management Services

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as the original. A revised proposal must be received prior to the deadline. In no case will a statement of intent to submit a revised proposal or commencement of a revision process extend the due date.

### Evaluation

Proposals shall be evaluated by Planning Department staff and a committee appointed by the CTT based on the following evaluation criteria:

| CRITERIA                                                                                                                                        | WEIGHT | TIMES | SCORE<br>(1 – 10) | WEIGHTED<br>SCORE |
|-------------------------------------------------------------------------------------------------------------------------------------------------|--------|-------|-------------------|-------------------|
| 1. Qualifications and Experience of Resident Team                                                                                               | 25%    | X     | _____ =           |                   |
| 2. Support services available to Management Team                                                                                                | 10%    | X     | _____ =           |                   |
| 3. Qualifications and Experience of Firm                                                                                                        |        |       |                   |                   |
| a. Paratransit                                                                                                                                  | 15%    | X     | _____ =           |                   |
| b. Fixed Route                                                                                                                                  | 15%    | X     | _____ =           |                   |
| c. Experience in improvement of Intelligent Transportation Systems, ie computerized scheduling, dispatching, reporting, safety, and maintenance | 5%     | X     | _____ =           |                   |
| 4. The Firm's philosophy and management approach on managing a transit system.                                                                  | 5%     | X     | _____ =           |                   |
| 5. Cost                                                                                                                                         | 25%    | X     | _____ =           |                   |

CTT appointed committee will conduct interviews based on evaluation.

# Request for Proposals for Transit Management Services

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## Proposal Acceptance/Rejection

The CTT reserves the right to accept or reject any or all proposals or any portion of any proposal received as a result of this RFP, to negotiate separately with competing proposers, to waive any informalities, defects, or irregularities in any proposal, and/or accept that proposal, which in the sole judgment of the CTT is in the best interest of the CTT. However, the CTT hereby notifies all respondents that in regard to any contract entered into pursuant to the RFP, Disadvantaged Business Enterprises (DBEs) will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.

## Insurance

Within thirty (30) days prior to commencement of the contract, the management company shall be required, at its expense, to furnish certified copies of all certificates of insurance showing the following insurance coverage for the General Manager and any employees of the management company providing service to LATs:

- Commercial General Liability (Occurrence Form) with a minimum combined single limit of
  - \$1,000,000      Each Occurrence
  - \$2,000,000      General Aggregate
  - \$2,000,000      Products/Completed Operations Aggregate
  - \$1,000,000      Personal & Advertising Injury
  - \$ 100,000      Rented to You Limit
  - \$ 25,000      Medical Expense Limit
- Commercial Auto Liability at a minimum combined single limit of \$1,000,000 for Bodily Injury and Property Damage per occurrence/incident including coverage for owned, non-owned and hired vehicles.
- Workers Compensation & Employers Liability
  - Statutory Limits on Workers Compensation
  - Employee Liability      \$1,000,000 Each Accident
  - \$1,000,000 Disease Policy Limit
  - \$1,000,000 Disease Each Employee Limit

With respect to the foregoing insurance requirement, the management company shall specifically endorse applicable insurance policies as follows:

- The CTT shall be named as an additional insured with respect to general liability and automobile liability.
- A waiver of subrogation in favor of the CTT shall be contained in the workers compensation coverage, general liability and automobile liability coverage.

## Request for Proposals for Transit Management Services

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- All insurance policies shall be endorsed to require the insurer to immediately notify the CTT of any material change in the insurance coverage.
- All insurance policies shall be endorsed to the effect that the CTT will receive at least 30 days notice prior to cancellation, non-renewal or termination of the insurance.
- All copies of Certificates of Insurance shall reference the contract for which the insurance is being sought.

The CTT requires that all insurance be purchased from an insurance company that meets the following requirements:

- A financial rating of B++ or better as assigned by the A. M. Best Rating Company.
- Written by companies approved by the State of Oklahoma.

The required insurance must be in force throughout the term of the contract.

### Financial Responsibility

The CTT accepts no financial responsibility for any cost incurred by a firm in responding to this RFP.

### Questions Concerning Proposals

Questions concerning any portion of this RFP shall be directed by email to Hope Davis who shall be the official point of contact for the RFP. Questions shall be submitted by the deadline date of August 21, 2026. Questions may be submitted by email, at [lmppo@lawtonok.gov](mailto:lmppo@lawtonok.gov). Proposers are advised to follow up on emails to ensure delivery.

No information provided shall be binding upon this RFP unless it is issued in writing by the City of Lawton on behalf of the CTT. Any addenda issued under this RFP shall be posted on the Lawton Metropolitan Planning Organization website at <https://www.lawtonmpo.org/about/rfp-bids/>.

Should a respondent object on any ground to any provisions or legal requirements set forth in this RFP, the respondent must, not more than ten (10) days after the RFP is issued, provide written notice to Hope Davis in any method provided above, setting forth with specifics the grounds for the objection. The failure of a respondent to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

### Revision of Response

The proposer may revise a response on its own initiative at any time before the deadline for submission of responses. The proposer must submit the revised response in the manner as the original.

# Request for Proposals for Transit Management Services

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## Errors and Omissions in Response

Failure of the CTT to object to an error, omission or deviation in the response will in no way modify the RFP or excuse the proposer from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

# Request for Proposals for Transit Management Services

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## Lobbying Restrictions

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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Signature of Contractor's Authorized Official

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Name and Title of Contractor's Authorized Official

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Date

# Request for Proposals for Transit Management Services

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## LIST OF APPENDICES

|            |                                            |
|------------|--------------------------------------------|
| Appendix A | Fixed Route Ridership                      |
| Appendix B | Fixed Route Revenue                        |
| Appendix C | FY 2025-2026 Budget                        |
| Appendix D | FY2026-2027 Estimated Cost Allocation Plan |
| Appendix E | Fleet Inventory Sample                     |
| Appendix F | Organizational Chart                       |
| Appendix G | Route Map                                  |
| Appendix H | Draft Contract                             |

## AppendixA: Fixed Route Ridership

| LATS Old Fixed Route Ridership |                  |                  |                  |                  |                  |                   |
|--------------------------------|------------------|------------------|------------------|------------------|------------------|-------------------|
| Month                          | Orange           | Yellow           | Blue             | Red              | Green            | Total             |
| Dec-24                         | 2,334.00         | 6,412.00         | 3,738.00         | 4,379.00         | 3,081.00         | 19,944.00         |
| Jan-25                         | 2,413.00         | 6,826.00         | 3,880.00         | 4,472.00         | 3,285.00         | 20,876.00         |
| Feb-25                         | 1,853.00         | 5,394.00         | 3,333.00         | 3,688.00         | 2,669.00         | 16,937.00         |
| Mar-25                         | 2,508.00         | 7,279.00         | 3,816.00         | 4,540.00         | 3,485.00         | 21,628.00         |
| Apr-25                         | 2,572.00         | 7,055.00         | 3,765.00         | 4,308.00         | 3,410.00         | 21,110.00         |
| May-25                         | 2,448.00         | 6,982.00         | 3,468.00         | 4,540.00         | 3,550.00         | 20,988.00         |
| <b>Total</b>                   | <b>14,128.00</b> | <b>39,948.00</b> | <b>22,000.00</b> | <b>25,927.00</b> | <b>19,480.00</b> | <b>121,483.00</b> |
| <b>Average</b>                 | <b>2,355.00</b>  | <b>6,658.00</b>  | <b>3,667.00</b>  | <b>4,321.00</b>  | <b>3,247.00</b>  |                   |

| LATS New Fixed Route Ridership |               |               |               |               |               |              |              |               |                |
|--------------------------------|---------------|---------------|---------------|---------------|---------------|--------------|--------------|---------------|----------------|
| Month                          | Rt 1 Red      | Rt 2 Blue     | Rt 3 Black    | Rt 4 Brown    | Rt 5 Purple   | Rt 6 Green   | Rt 7 Orange  | Rt 8 Yellow   | Total          |
| Jun-25                         | 2,128         | 1,384         | 3,177         | 2,066         | 1,360         | 526          | 642          | 2,235         | 13,518         |
| Jul-25                         | 2,593         | 1,605         | 3,281         | 2,979         | 1,691         | 440          | 804          | 2,431         | 15,824         |
| Aug-25                         | 3,089         | 1,930         | 3,681         | 3,436         | 1,922         | 678          | 1,011        | 3,092         | 18,839         |
| Sep-25                         | 3,344         | 2,622         | 3,957         | 3,392         | 1,992         | 936          | 958          | 3,589         | 20,790         |
| Oct-25                         | 3,194         | 2,343         | 4,171         | 3,890         | 2,557         | 435          | 901          | 3,922         | 21,413         |
| Nov-25                         | 2,733         | 1,897         | 3,904         | 3,149         | 2,239         | 114          | 657          | 3,108         | 17,801         |
| Dec-25                         | 2,525         | 1,807         | 3,971         | 3,267         | 1,994         | 71           | 275          | 3,109         | 17,019         |
| <b>Total</b>                   | <b>19,606</b> | <b>13,588</b> | <b>26,142</b> | <b>22,179</b> | <b>13,755</b> | <b>3,200</b> | <b>5,248</b> | <b>21,486</b> | <b>125,204</b> |
| <b>Average</b>                 | <b>2,801</b>  | <b>1,941</b>  | <b>3,735</b>  | <b>3,168</b>  | <b>1,965</b>  | <b>457</b>   | <b>750</b>   | <b>3,069</b>  |                |

# Appendix B:FixedRouteRevenue

| LATS Old Farebox Revenue |                   |                    |                    |                    |                   |                    |
|--------------------------|-------------------|--------------------|--------------------|--------------------|-------------------|--------------------|
| Month                    | Orange            | Yellow             | Blue               | Red                | Green             | Total              |
| Dec-24                   | \$731.25          | \$2,032.75         | \$1,481.00         | \$2,043.25         | \$1,733.50        | \$8,021.75         |
| Jan-25                   | \$810.00          | \$1,876.00         | \$1,470.25         | \$836.00           | \$971.00          | \$5,963.25         |
| Feb-25                   | \$675.75          | \$1,851.75         | \$1,437.75         | \$1,506.50         | \$1,118.50        | \$6,590.25         |
| Mar-25                   | \$942.75          | \$2,677.00         | \$3,893.50         | \$1,838.00         | \$2,897.75        | \$12,249.00        |
| Apr-25                   | \$788.75          | \$2,678.25         | \$1,840.50         | \$1,817.00         | \$1,347.50        | \$8,472.00         |
| May-25                   | \$861.75          | \$2,674.25         | \$1,470.25         | \$2,000.75         | \$1,321.00        | \$8,328.00         |
| <b>Total</b>             | <b>\$4,810.25</b> | <b>\$13,790.00</b> | <b>\$11,593.25</b> | <b>\$10,041.50</b> | <b>\$9,389.25</b> | <b>\$49,624.25</b> |

| LATS New Fixed Route Farebox Revenue |                    |                    |                     |                    |                    |                    |                    |                    |                     |
|--------------------------------------|--------------------|--------------------|---------------------|--------------------|--------------------|--------------------|--------------------|--------------------|---------------------|
| Month                                | Rt 1 Red           | Rt 2 Blue          | Rt 3 Black          | Rt 4 Brown         | Rt 5 Purple        | Rt 6 Green         | Rt 7 Orange        | Rt 8 Yellow        | Total               |
| Jun-25                               | \$ 545.25          | \$ 460.25          | \$ 1,597.25         | \$ 763.50          | \$ 439.50          | \$ 139.50          | \$ 228.75          | \$ 557.25          | \$ 4,731.25         |
| Jul-25                               | \$ 859.25          | \$ 775.50          | \$ 1,289.50         | \$ 1,410.00        | \$ 605.25          | \$ 270.00          | \$ 400.50          | \$ 1,148.75        | \$ 6,758.75         |
| Aug-25                               | \$ 827.25          | \$ 799.50          | \$ 1,203.75         | \$ 1,426.50        | \$ 549.25          | \$ 353.25          | \$ 505.75          | \$ 813.25          | \$ 6,478.50         |
| Sep-25                               | \$ 977.00          | \$ 914.25          | \$ 2,082.75         | \$ 1,509.00        | \$ 593.25          | \$ 355.00          | \$ 397.25          | \$ 823.00          | \$ 7,651.50         |
| Oct-25                               | \$ 731.50          | \$ 907.00          | \$ 1,535.00         | \$ 1,482.25        | \$ 698.00          | \$ 168.25          | \$ 356.00          | \$ 899.75          | \$ 6,777.75         |
| Nov-25                               | \$ 739.00          | \$ 678.25          | \$ 1,137.75         | \$ 1,111.50        | \$ 611.25          | \$ 43.75           | \$ 234.00          | \$ 744.25          | \$ 5,299.75         |
| Dec-25                               | \$ 799.75          | \$ 818.75          | \$ 1,340.25         | \$ 1,281.00        | \$ 639.75          | \$ 28.75           | \$ 139.00          | \$ 745.50          | \$ 5,792.75         |
| <b>Total</b>                         | <b>\$ 5,479.00</b> | <b>\$ 5,353.50</b> | <b>\$ 10,186.25</b> | <b>\$ 8,983.75</b> | <b>\$ 4,136.25</b> | <b>\$ 1,358.50</b> | <b>\$ 2,261.25</b> | <b>\$ 5,731.75</b> | <b>\$ 43,490.25</b> |
| <b>Average</b>                       | <b>\$ 782.71</b>   | <b>\$ 764.79</b>   | <b>\$ 1,455.18</b>  | <b>\$ 1,283.39</b> | <b>\$ 590.89</b>   | <b>\$ 194.07</b>   | <b>\$ 323.04</b>   | <b>\$ 818.82</b>   |                     |



## Appendix C: FY 2025-2026 Budget

### **LATS BUDGET**

Accountant Salary \$ 82,255

### **LABOR**

Operator Wages \$ 1,067,450

This category includes wages and incentives paid to 24 full-time bus operators 3 full-time dispatchers, shuttle services for festivals and events

This also includes HR, EEO, customer service and marketing personnel

Supervision of Transportation \$ 258,307

This category includes wages for Director of Operations and 3 full-time supervisors of transportation and 1 safety manager

Supervision of Maintenance \$ 57,750

### **PREVENTIVE MAINTENANCE TOTAL:**

Included are the wages of the Director of Maintenance

The director of Maintenance is a working foreman responsible for the management and supervision of three full-time mechanics

1 full time parts clerk, and 3 PT service workers

Repair Revenue Vehicles \$ 278,460

Included are the wages of three full-time mechanics, workers & 1 full-time parts clerk. This department is responsible for the maintenance of 18 buses, 3 shop trucks, 5 staff vehicles & bus stops & signs.

**TOTAL LABOR:** \$ 1,744,222

### **FRINGE BENEFITS**

FICA Taxes \$ 143,000

FICA Taxes are paid on all wages including vacation and holiday pay at 7.65%

Retirement Plan 401(k) \$ 45,000

LATS makes contributions to a 401(k) retirement plan of 3% of gross wages, including vacation, sick and holiday pay for each eligible employee

Hospital/Medical/dental Insurance \$ 250,000

This covers the cost of employee health and partial dependent coverage. The current insurance plan covers health and dental. LATS monthly share for employee only coverage is 90%. LATS pays \$100 toward dependent coverage.

Workers Compensation \$ 70,000

This amount covers workers compensation insurance for all LATS employees.

Uniform / Work Clothing

The costs of Operator uniforms and casual shirts are included

Operator Uniforms \$ 7,500

7 maintenance uniforms \$ 6,000

steel toe boots for mechanics \$ 800

**TOTAL FRINGE BENEFITS:** \$ 522,300

## SERVICES

### Management Services Fee

HTG provides management and advisory services to the City of Lawton. Includes GM salary.

Includes percentage increase in Dec 2022 \$ 250,000

### Professional and Technical

Wireless data cards - Mobile video surveillance \$ 13,000

Fire extinguisher inspections \$ 2,000

Carpet Cleaning & other services for cleaning offices and building including pest control \$ 500

Wrecker Services \$ 3,500

Motor Oil Analysis \$ 2,000

Other misc. services \$ 2,500

Occupational Services \$ 10,000

24 Random Drug tests, 12 random BAC tests, 20 pre-employment, 15 DOT pre-employment DOT

Physicals, 30 DOT physicals, 7 post accident drug & alcohol screenings, licensing fees

### Payroll Preparation

Paycor Payroll Services \$ 10,000

Computer Technical Support \$ 15,000

includes portal, daily scheduling software and annual Microsoft 365

**TOTAL SERVICES:** \$ 308,500

## MATERIALS/SUPPLIES

### Operations Supplies

Passes \$ 500

Employment Advertising \$ 2,500

### Office Supplies

Computer Supplies \$ 12,500

Office Supplies \$ 15,000

Printing and Postage \$ 2,500

Oil/Lubricants \$ 15,000

Motor Oil (15w40), Transmission Oil, Gear Oil 80w90, 5w20, 5w30, trans Synth for Gillig

### Fuel

Diesel #2 100,000 gallons a year @ \$2.87 \$ 300,000

Unleaded gasoline 20,000 Gallons a year @ 2.37 \$ 50,000

Diesel Exhaust Additive (DEF) \$ 6,000

### Tires

Tire replacement and flat repairs \$ 30,000

Maintenance - Parts \$ 300,000

Parts for upkeep of transit vehicles and staff vehicles

### **MATERIALS/SUPPLIES**

Maintenance - Service Supplies \$ 12,000

Includes supplies for service lane, bus washing supplies, glass cleaner, paper towels, gloves, protective gear.

**TOTAL MATERIALS & SUPPLIES:** \$ 746,000

### UTILITIES

Water \$ 6,500

Electric \$ 20,000

Gas \$ 5,000

### Telephone & Internet

Cost of basic telephone and long distance service & TV service \$ 4,500

Cost of General Manager's, Dir of Maint, Dir of Ops, Admin Mgr. mbl phone \$ 6,000

cell phones - upgrades \$ 500

Internet \$ 11,000

**TOTAL UTILITIES:** \$ 53,500

### **CASUALTY/LIABILITY**

#### Comprehensive

This policy provides coverage up to \$1,000,000 per accident. \$ 175,000

The following vehicles are covered:

6 Gillig LF Transit buses (29.5 ft.)(2017-2018)

1 Opus bus (35 ft.)

1 Supervisor minivan

1 Ford 12-Passenger crew van

1 Buick LeSabre Sedan

1 MV-1 Mobility Vehicle

7 Gillig LF Transit Buses (29.5 ft.) (2010-2012)

2 ARBOC Paratransit buses (26 ft.)

1 GMC HD Shop Truck

2 Dodge Ram P/U Trucks

1 Dodge Grand Caravan SE

3 Dodge Promaster

**TOTAL CASUALTY/LIABILITY:** \$ 175,000

### **MISCELLANEOUS EXPENSES**

#### Dues and Subscriptions

APTA, OTA, Lawton Chamber of Commerce, GPTC EDC, Sam's Club, Bank Svc. Charges, Amazon \$ 10,000

#### Travel / Meetings

APTA Annual meeting, OTA meetings, NTI training, FTA required training \$ 15,000

#### Advertising/Promotion

Advertising to promote ridership, promotional items, maps, and items for Try Transit week \$ 15,000

#### Employee Education/Training & Other Misc. Expenses

New Safety and Service awards \$ 15,000

Training for mechanics, office, supervisory personnel, tuition for special courses and continuing professional education. Also need to purchase new safety material for Operations and Maintenance.

**TOTAL MISCELLANEOUS EXPENSES:** \$ 55,000

**CAPITAL OUTLAY**

|                                                                          |            |
|--------------------------------------------------------------------------|------------|
| <u>Support Equipment</u>                                                 | \$ 10,000  |
| Computer equipment, furniture, office equipment, etc.                    |            |
| <u>Shop Equipment</u>                                                    | \$ 15,000  |
| Shop Equipment (for repair, replacement, and upkeep)                     |            |
| <u>Passenger Amenities</u>                                               | \$ 110,000 |
| Repair for bus shelters at DTC, route signage, and Bus Tracking software |            |
| <u>Safety &amp; Security</u>                                             | \$ 15,000  |
| Sustain stationary surveillance equipment at LATS Facility & buses       |            |
| <b>TOTAL CAPITAL:</b>                                                    | \$ 150,000 |

**Audits**

|                                                                    |           |
|--------------------------------------------------------------------|-----------|
| <u>Annual Audit (Revenue Miles, Financial, &amp; Single Audit)</u> | \$ 15,000 |
|--------------------------------------------------------------------|-----------|

**Building Lease**

|               |           |
|---------------|-----------|
| Capital Lease | \$ 88,000 |
|---------------|-----------|

**Non Fixed Route ADA Paratransit**

|                                                                            |            |
|----------------------------------------------------------------------------|------------|
| Non Fixed Route ADA Paratransit salary for 5 drivers & RouteMatch software | \$ 200,000 |
|----------------------------------------------------------------------------|------------|

**TOTAL BUDGET:** \$ 4,057,522

Appendix D: FY2026-2027 Estimated Cost Allocation Plan

| <b>Projected FY 2026-2027</b>    | <b>FTA</b>         | <b>Local</b>       | <b>Farebox</b>   | <b>Other<br/>Local<br/>Income*</b> | <b>SRF<br/>Support</b> | <b>Mobility<br/>manager</b> | <b>Total</b>        |
|----------------------------------|--------------------|--------------------|------------------|------------------------------------|------------------------|-----------------------------|---------------------|
| Capital                          | \$114,000          | \$28,500           |                  |                                    |                        |                             | \$ 142,500          |
| Capital ADA                      | \$160,000          | \$40,000           |                  |                                    |                        |                             | \$ 200,000          |
| Capital Preventative Maintenance | \$607,618          | \$151,904          |                  |                                    |                        |                             | \$ 759,522          |
| Capital Lease                    | \$70,400           | \$17,600           |                  |                                    |                        |                             | \$ 88,000           |
|                                  |                    |                    |                  |                                    |                        |                             |                     |
| Operating                        | \$1,158,562        | \$ 1,158,562       | \$127,300        | \$124,000                          | \$212,331              | \$80,000                    | \$ 2,780,755        |
|                                  |                    |                    |                  |                                    |                        |                             |                     |
|                                  |                    |                    |                  |                                    |                        |                             |                     |
|                                  |                    |                    |                  |                                    |                        |                             |                     |
| Sub-Total                        | \$2,110,580        | \$1,396,566        | \$127,300        | \$124,000                          | \$212,331              | \$80,000                    | \$ 3,970,777        |
|                                  |                    |                    |                  |                                    |                        |                             |                     |
| <b>Total</b>                     | <b>\$2,110,580</b> | <b>\$1,396,566</b> | <b>\$127,300</b> | <b>\$124,000</b>                   | <b>\$212,331</b>       | <b>\$80,000</b>             | <b>\$ 3,970,777</b> |

SRF - State Revolving Fund

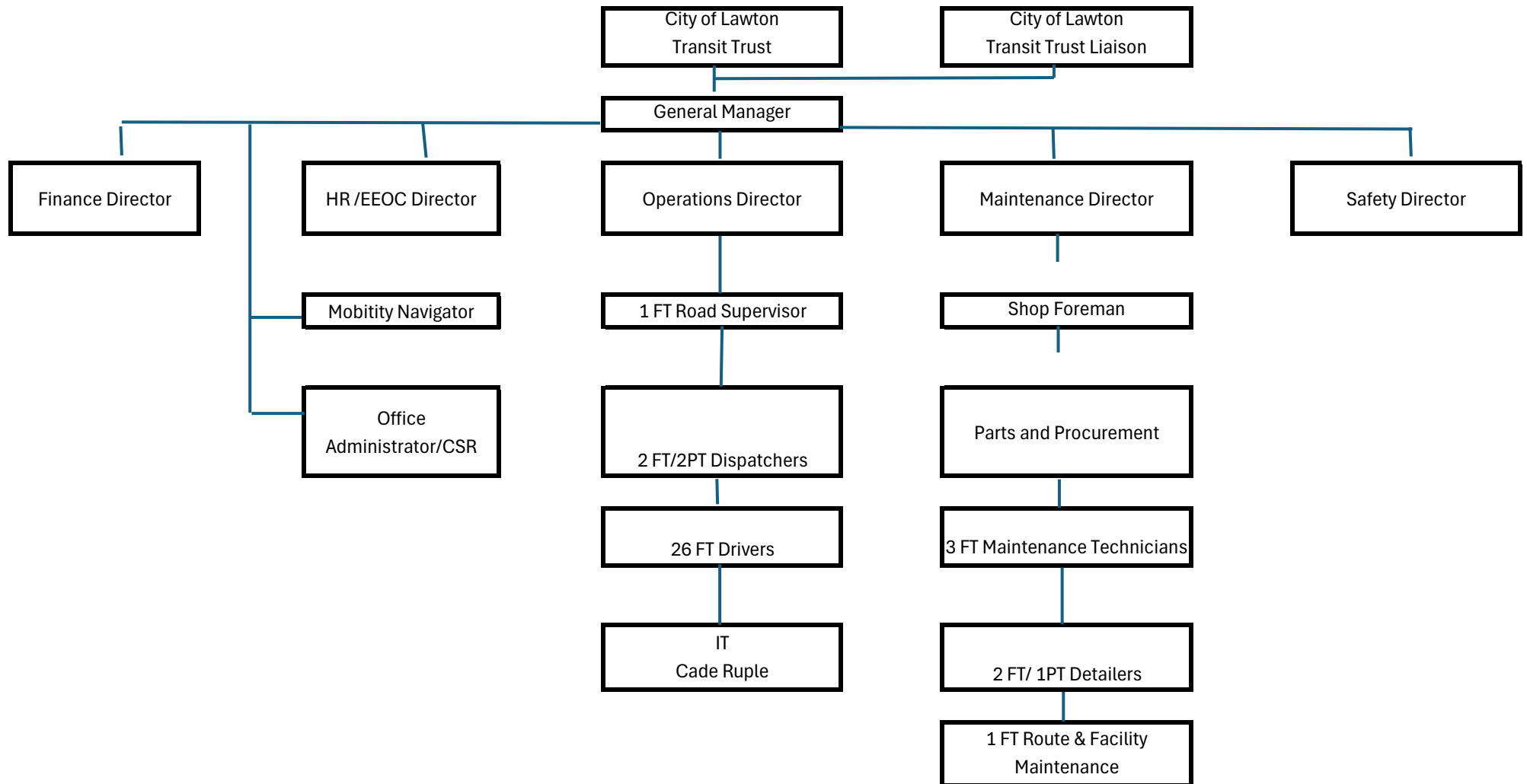
\*Other local Income - LPS Agreement and Project advertisements

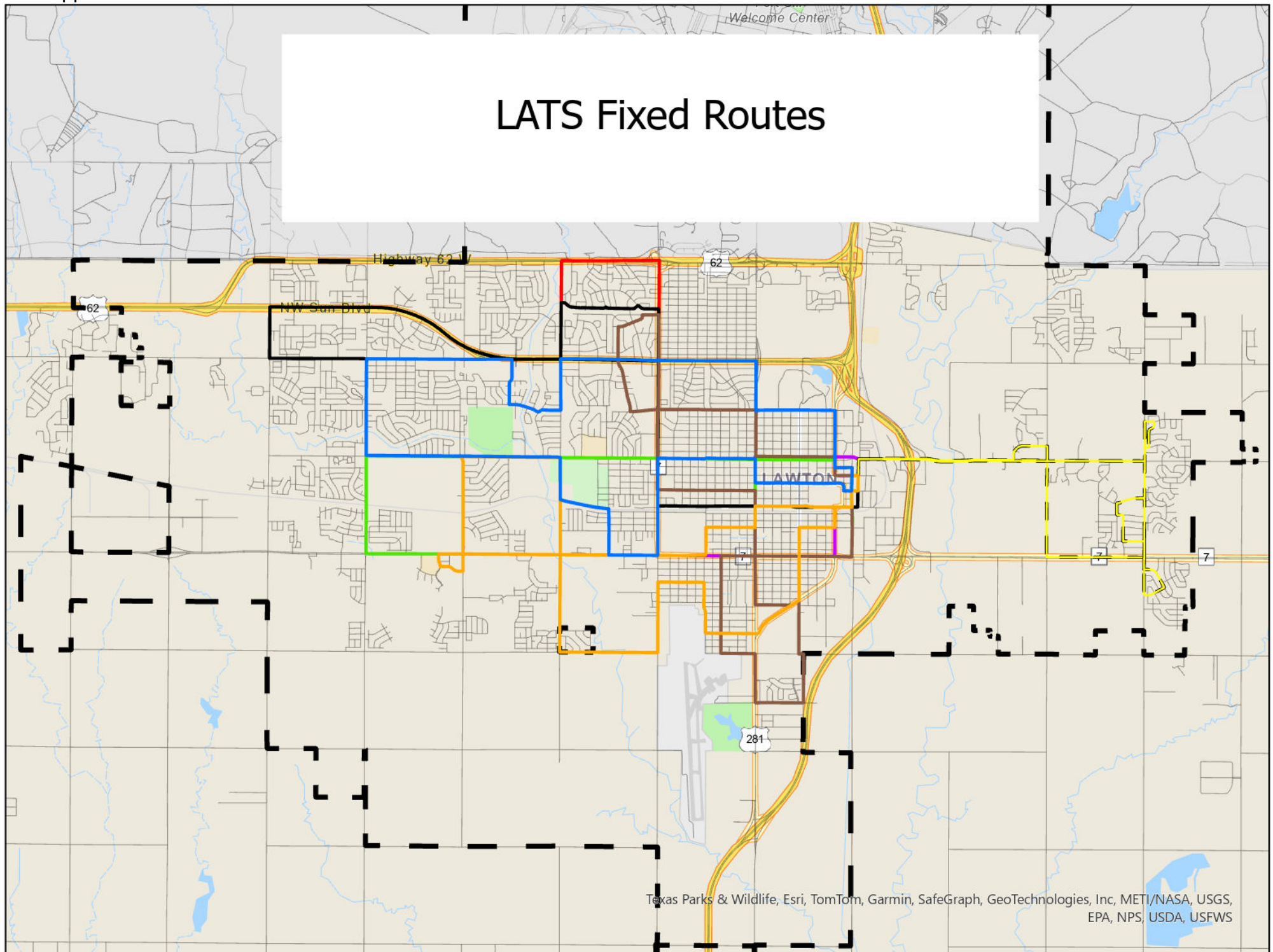
## Appendix E: Fleet Inventory Sample

| Fleet Buses      |                                    |                |             |
|------------------|------------------------------------|----------------|-------------|
| Year             | Make                               | Model          | Unit Number |
| 2010             | Gillig                             | Low Floor Bus  | 1025        |
| 2010             | GILLIG                             | Low Floor Bus  | 1026        |
| 2010             | GILLIG                             | Low Floor Bus  | 1027        |
| 2010             | GILLIG                             | Low Floor Bus  | 1028        |
| 2011             | Gillig                             | Low Floor Bus  | 1129        |
| 2011             | GILLIG                             | Low Floor Bus  | 1130        |
| 2017             | GILLIG                             | Low Floor Bus  | 1701        |
| 2017             | GILLIG                             | Low Floor Bus  | 1702        |
| 2017             | GILLIG                             | Low Floor Bus  | 1703        |
| 2018             | GILLIG                             | Low Floor Bus  | 1804        |
| 2018             | GILLIG                             | Low Floor Bus  | 1806        |
| 2018             | GILLIG                             | Low Floor Bus  | 1807        |
| 2011             | GILLIG                             | Low Floor Bus  | 2431        |
| 2011             | GILLIG                             | Low Floor Bus  | 2432        |
| 2011             | Gillig                             | Low Floor Bus  | 2433        |
| Para Transit     |                                    |                |             |
| 2016             | RAM                                | ProMaster 3500 | 1710        |
| 2018             | RAM                                | ProMaster 3500 | 1809        |
| 2019             | RAM                                | ProMaster 3500 | 1913        |
| 2008             | CHEVROLET                          | Uplander       | 821         |
| 2012             | DODGE                              | Grand Caravan  | 1231        |
| Support Vehicles |                                    |                |             |
| 2002             | DODGE                              | Ram            | 215         |
| 2002             | DODGE                              | Ram            | 216         |
| 2009             | GMC                                | Sierra         | 924         |
| 2012             | THE VEHICLE<br>PRODUCTION<br>GROUP | MV 1           | 1222        |

An inventory of all equipment is available upon request.

## Appendix F: Organizational Chart







## MANAGEMENT CONTRACT FOR TRANSIT SYSTEM

THIS CONTRACT AND AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the CITY TRANSIT TRUST, located in Lawton, Comanche County, Oklahoma, hereinafter called "Trust", and <<INSERT PARTY NAME>> a [State] [entity type], hereinafter called "TBD".

### W I T N E S S E T H:

WHEREAS, the Trust has acquired assets identified in the Request for Proposal issued July 15, 2026, for the operation of a bus transportation system in and around the City of Lawton; and

WHEREAS, the Trust has determined that it requires the services of a professional management company for the Trust-owned transit system which is being operated in its jurisdiction, and

WHEREAS, the Trust is authorized to enter into a contract for the operation and management of said transportation system, and

WHEREAS, TBD is engaged in the business of providing advisory and management services for the operation of transit systems and has trained, experienced personnel available for that purpose, and is desirous of providing such advisory and management services for the Trust, and

WHEREAS, the Trust has made the determination that TBD is the best qualified to provide the services above set forth and the employment of TBD would serve the best interests and welfare of the public utilizing the transit system operated by the Trust,

NOW, THEREFORE, in consideration of the recitals and covenants and agreements of each of the parties herein set forth, the parties hereto do agree as follows:

#### A. TRUST RESPONSIBILITIES

The Trust does hereby engage TBD to manage and operate the motor bus transit system known as Lawton Area Transit System (LATS) conducted in and about the City of Lawton for the Trust on the terms and conditions hereinafter set forth.

The Trust will approve transit plans and reports, changes to the public transportation system, specifications and equipment purchases as set out in its Procurement Policy, annual budgets for LATS, weekly expenditures for LATS (excluding the salary of the resident manager), applications made for FTA and State grants for capital and operating assistance, and the annual Master Agreement. The Trust will administer the ECHO grant reimbursements.

## MANAGEMENT CONTRACT FOR TRANSIT SYSTEM

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The Trust agrees to furnish to **TBD** all items identified in Inventory of Equipment attached as an Appendices to the Request for Proposal dated **July 15, 2026**, or as updated as of the date the Notice to Proceed is issued for the operation of the bus transit system.

### **B. MANAGER'S RESPONSIBILITIES**

While rendering the services described herein, **TBD** and any subsidiary management company will be an independent contractor and not an employee, agent, or representative of the Trust. **TBD** will conduct itself in a manner consistent with such status and will neither hold itself out as, nor claim to be, an officer or employee of the Trust by reason of this Agreement. **TBD** will not by reason of this Agreement make any claim, demand, or application for any right or privilege afforded to an officer or employee of the Trust, including but not limited to workers' compensation coverage and unemployment insurance benefits.

**TBD** will furnish a qualified, diligent, expert, and efficient executive who will reside in Lawton and who will serve as General Manager. The General Manager will serve as operating officer and be responsible for the day-to-day operation of all departments of the system in an efficient and effective manner.

The selection and appointment of the General Manager, and any such subsequent appointees, shall be the responsibility of **TBD** but shall not be made without first obtaining the advice and consent of the Trust. The Trust may ask that the General Manager be replaced without cause. In the event of the disability of any person acting in the position of General Manager for a period in excess of one (1) month, **TBD** will secure a qualified individual to fill the position for as long as such disability may continue or to replace such individual if necessary, all subject to the advice and consent of the Trust.

**TBD** will furnish expert management services and/or consultation in all areas of the public bus transportation industry, including but not limited to the following:

- Overall management of the day-to-day operation of LATS, as set forth in the terms and conditions of a contract, to include recruitment, development, training, and employment of all personnel necessary to operate LATS, and negotiation and administration of labor contracts, including 13(C) assurances.
- Development and implementation of an annual budget and long range operating and capital replacement plans to improve services and increase ridership.
- Development and implementation of all necessary operation and maintenance policies and procedures.
- Participation in the capital lease for administration and maintenance facilities.
- Transit planning, marketing, equipment and facility utilization and maintenance, security, routes, scheduling, fares, service standards, purchasing, accounting, budgeting, safety and risk management, and insurance coverage.

## MANAGEMENT CONTRACT FOR TRANSIT SYSTEM

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- Public relations, equipment specifications, grant applications, and all other normal managerial functions common to the day-to-day operation of LATS, including administration of service contracts.
- Recommendation and implementation of service delivery innovations to improve the customer experience and increase overall system efficiencies.
- Implementation of the Transit Asset Management Plan and tracking performance measures.
- Provision of legal representation for the Management Contractor and the General Manager for all litigation arising from allegations of noncompliance of the Federal Transit Administration regulations, as set forth and amended in the Master Agreements and laws of the State of Oklahoma. The Trust Attorney shall only represent the Trust in cases of litigation against the Trust.
- Prepare and complete reports to meet FTA requirements and monthly and annual reports to the Trust on operations.(see appendix \_ for example report)
- Provide the Trust an annual audit of operational funds entrusted to LATS and the revenue mileage and data necessary for Oklahoma State Revolving Fund Application. Such audit shall be performed after June 30th each year, and it shall be delivered to the Trust upon completion before September 30<sup>th</sup> of that calendar year. This audit is in addition to the single audit requirement of FTA and shall be considered as an operating cost.
- Provide grant administration for capital investments, such as transit facilities, from application to completion of projects.
- The Trust may also ask for additional advisory studies and reports related to improving current service, adding new service, and meeting new FTA rules. If such studies and reports fall beyond the management of day-to-day operations, the Trust may seek a separate cost proposal from **TBD** to complete this task without amending this Contract.

**TBD** will establish and maintain at its sole cost and expense a subsidiary management corporation, registered in Oklahoma, which will be owned and controlled by **TBD**. The subsidiary management corporation will serve as employer of LATS employees, excluding the General Manager.

Any contractual obligations or liability entered into or assumed by the subsidiary management corporation and approved by the Trust in connection with the operation of the transit system shall be binding upon **TBD** only for the term of this Agreement, as same may be extended from time to time.

### C. TRANSITION

**TBD** will provide a transition in management of the transit system with no disruption to service upon receipt of the Notice to Proceed issued by the Trust. The transition will be completed within thirty (30) days after the Notice to Proceed has been received. The following actions will occur during the transition:

Step 1: Once the Notice to Proceed is issued, **TBD** will file all paperwork establishing the business entity to meet the RFP requirements as the employer for Lawton Area Transit System employees and establish all insurance requirements as required in the RFP.

## MANAGEMENT CONTRACT FOR TRANSIT SYSTEM

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Step 2: All required insurance coverages, including corporate required coverages as outlined in the RFP, will be established thirty (30) days prior to the transition date for the Trust's approval.

Step 3: Once the new business entity is established, all current employees will complete the new employer application process and documentation gathering phase. Pre-employment drug testing, background check, annual license validation, and physicals as required will then be completed under the new business entity name.

Step 4: Initial welcome and orientation to **TBD** will be completed within twenty (20) days of the issued Notice to Proceed.

Step 5: Employee work rules and Employer handbook orientation will be completed.

Step 6: Employee seniority will be carried over from the previous employer as currently published. **TBD** will honor employee seniority and bid assignments. All current run cuts and bid assignments will be verified ten (10) days prior to the transition date. Employees will be assigned work schedules based upon seniority and bid procedures currently in place.

Step 7: **TBD** will define benefit package including any approved accruals, health insurance, 401k, pay ranges, and any other currently provided employee benefits.

Step 8: During the transition period, **TBD** and the Trust will clarify service goals, objectives, and key performance indicators. The Trust's goals and objectives will be ingrained into **TBD** service culture to promote not only **TBD**'s vision and values but also the Trust's current service commitments. Operational performance measures, as well as quality customer service measures, will serve as the basis for the Trust to monitor and evaluate **TBD**'s performance. **TBD** will ensure the General Manager will be on site prior to the termination/expiration of the existing contract and during the initial start-up of the service under **TBD**.

Step 9: **TBD** will validate the fleet maintenance records, equipment listing, and asset management information. The preventive maintenance checklists will be verified, and the inventory will be reconciled and validated.

Step 10: The transition will occur after service ends on Monday, November 30, 2026, with **TBD** assuming responsibility for overall operations on the following Tuesday for final walk through and verification.

Step 11: All **TBD** personnel will be on site three (3) service days prior to transition date for system start-up finalization.

### **D. TERM OF THE CONTRACT**

## MANAGEMENT CONTRACT FOR TRANSIT SYSTEM

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The term of this Contract and Agreement shall be for a period of five (5) years beginning December 1, 2026 until November 30, 2031. This Agreement may be extended for two additional years.

The Trust shall notify **TBD** at least six (6) months prior to the expiration of the Agreement of its intention to extend the Agreement.

**TBD** shall notify the Trust at least six (6) months prior to the expiration of the Agreement if **TBD** does not want to exercise any option years.

### **E. COMPENSATION**

In consideration of the services and obligations rendered by **TBD**, the Trust shall pay **TBD** amounts not to exceed those stated on Appendix A.

Trust further agrees to negotiate fees with **TBD** for as-needed management services requested by the Trust. Such services would be beyond the day-to-day management operations of LATS.

### **F. INSURANCE**

**TBD** at its sole cost and expense shall furnish to the Trust all necessary surety bonds or general liability insurance policies as specified in the RFP dated **July 15, 2026**. **TBD** will protect, hold harmless, and indemnify the Trust from and against dishonesty, fraud or theft occasioned by any officer or employee of **TBD**. Coverage of each such employee shall be in an amount of not less than One Million Dollars (\$1,000,000).

LATS employees, excluding the General Manager, will be covered by a blanket fidelity bond or liability insurance policy, the premium for which shall be considered as an operating expense.

**TBD** will provide all insurance policies, specified by the types, amounts and timing requirements, set out in the RFP dated **July 15, 2026**. Any workers' compensation insurance and any automobile/bus fleet insurance policies will be paid by **TBD** and shall be considered an operating expense (except for the General Manager's insurance requirements). **TBD** will be liable for any dishonesty or fraudulent misconduct committed or directed by any officer or employee of **TBD** or of any subsidiary of **TBD**, and further for any breach of this Agreement on the part of **TBD** and/or the subsidiary management corporation.

### **G. INCORPORATION OF STATE, FEDERAL, TRANSIT TRUST REQUIREMENTS AND CONDITIONS**

**TBD** will comply with all of the laws of State of Oklahoma in carrying its duties.

## MANAGEMENT CONTRACT FOR TRANSIT SYSTEM

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**TBD** will comply with all terms and conditions of Federal Transit Administration grant contracts between the United States and the Trust, the annual Master Agreements, the Trust's applications, certifications and assurances, and all other applicable laws and regulations.

**TBD** will not discriminate against any individual with respect to compensation terms or privileges of employment by reason of such individual's race, color, religion, sex, national origin, age, or handicap (except as exempted by a bonafide occupational qualification).

**TBD** covenants and agrees that it presently has no interest and will not acquire any interest, direct or indirect, which conflicts with its efficient, diligent and faithful performance of the terms of this Contract and Agreement.

**TBD**, its officers, agents, employees and assignees will abide by Transit Trust Policies and requirements and to maintain close contact and cooperate with the staff of Trust through a City staff member specifically designated by the City Manager for such purpose, and to furnish to said City staff member monthly reports on the operations of the bus transportation system.

All services to be rendered by **TBD** shall be subject to the reasonable supervision and control of the Trust. **TBD** shall make recommendations, or the Trust may request information or recommendations, as to any areas of operation which are deemed appropriate and proper, and the decision of the Trust shall be binding and final in regards thereto.

### **H. AMENDMENT OF THE AGREEMENT**

This Agreement may be amended only with prior written consent of all parties.

### **I. TERMINATION BY MUTUAL AGREEMENT**

This Agreement may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with a written agreement by the parties. Any other act of termination shall be in accordance with the termination by convenience or default provisions.

### **J. TERMINATION FOR CONVENIENCE**

This Agreement may be terminated, without penalty or further liability, if the Trust, at its sole discretion, determines it is desirable or in the best interests of the operation of the Transit System by the Trust providing one hundred and eighty (180) days written notice to **TBD** of the Trust's intent to terminate the Agreement.

### **K. TERMINATION FOR DEFAULT**

## MANAGEMENT CONTRACT FOR TRANSIT SYSTEM

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1. Subject to Subsection 2 below, the Trust may terminate the whole or any part of the Agreement in any one of the following circumstances:
  - a. If **TBD** fails to provide the services in the manner required by the Agreement;
  - b. If **TBD** fails to perform any of the provisions of the Agreement in accordance with its terms; or
  - c. If **TBD** fails to make progress in the prosecution of the work under the Agreement so as to endanger such performance.
  - d. If the Trust determines that any other event of default has occurred.
2. In the event the Trust terminates the Agreement in whole or in part provided in Subsection 1 above, the Trust may procure, upon such terms and in such manner as the Trust may deem appropriate, supplies or services similar to those so terminated. **TBD** shall be liable to the Trust for costs associated with the termination of the Agreement, the procurement of replacement services by the Trust, any excess costs of such similar supplies or services, and any increase in the total Agreement cost as a result of the procurement of services from the date of termination to the expiration date of the original Agreement. **TBD** shall continue the performance of the Agreement to the extent not terminated under the provisions of this Section.

### **L. FORCE MAJEURE**

**TBD** shall not be liable for any failure to perform if acceptable evidence has been submitted to the Trust that failure to perform the Contract was due to cause beyond the control and without the fault or negligence of the contractor. Examples of such causes include acts of God, civil disturbances, fire, war, or floods, but do not include labor related incidents, such as strikes or work stoppages.

### **M. LACK OF FUNDS**

The entering into of the Contract by the Trust is subject to its receipt of annual local, State and Federal funds adequate to carry out the provisions of the Contract in full and subject to limitations contained in 11 O.S. § 17.201, et. seq.

### **N. AUDIT AND INSPECTION OF RECORDS**

**TBD** shall maintain complete, accurate, identifiable, and orderly records with respect to all costs, expenses, and testing for safety compliance of both employees and equipment incurred under this Contract in accordance with generally accepted accounting practices and FTA requirements. The Trust, Comptroller General of the United States, and the Secretary of Transportation, or any duly authorized representatives, shall be permitted to inspect, examine and audit all work, materials, payrolls, data, books, records, and accounts relating to the performance of the Contract. Further, **TBD** will maintain all required records for at least three (3) years after the Trust has made final payment and all other pending matters are closed. In addition, **TBD** shall complete an annual audit and submit a copy of such audit to the City of Lawton no later than September 30 of each calendar year.

## MANAGEMENT CONTRACT FOR TRANSIT SYSTEM

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### **O. NO THIRD PARTY BENEFICIARIES**

There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

### **P. SEVERABILITY**

Should any provision of this Contract is declared or determined to be unlawful, invalid, or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the Contract, and each provision of the Contract will be and is deemed to be separate and severable from each other provision.

### **Q. ASSIGNMENT**

This Contract and Agreement shall not be assigned or transferred by **TBD** without the prior written consent of the Trust.

### **R. NOTICES**

All notices and communications with respect to this Contract shall be effective upon the mailing by Registered or Certified Mail, return receipt requested, postage prepaid, and addressed as follows:

1. If to **TBD**: [Full Legal Name]  
<<Insert Party Name>>  
<<Insert Company Address>>

2. If to Trust: City Transit Trust  
c/o City Clerk  
Lawton City Hall  
212 SW 9th Street  
Lawton Oklahoma 73501

or to such other address as either party shall designate by written notice.



## MANAGEMENT CONTRACT FOR TRANSIT SYSTEM

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IN WITNESS WHEREOF, the parties hereto have executed this Contract and Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY TRANSIT TRUST  
LAWTON, OKLAHOMA

<<INSERT COMPANY NAME>>

\_\_\_\_\_  
STANLEY BOOKER, CHAIRMAN

\_\_\_\_\_  
[Full Legal Name], [TITLE]

ATTEST:

ATTEST:

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
SECRETARY

APPROVED as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
ATTORNEY FOR TRUST