



OHIO TRANSIT RISK POOL CEO's Contracting Authority Policy

Originally Adopted by OTRP Board:
Amended by the OTRP Board:

November 23, 2004
March 20, 2009
March 20, 2014
March 15, 2021
June 14, 2021

Purpose

In conducting the normal business of OTRP, it is necessary, on occasion, for the CEO to execute (or alternatively, cancel) contracts. This policy has been established to regulate the way and specify the manner in which OTRP awards and executes contractual agreements with various third parties.

Policy Statement

It shall be OTRP's general practice to award contracts with a total value in excess of \$100,000 to third-party service providers by means of formal bidding, including the administration of RFP's or RFQ's, whenever possible. Following all reasonable efforts to secure bids by formal means, the CEO shall present all contracts with a total value in excess of \$50,000 to the OTRP Board for approval, prior to execution. In like-fashion, the cancellation of any contract with a value in excess of \$100,000 must be approved by the OTRP Board, prior to cancellation.

Those contracts which have a total value of \$100,000 or less, may be awarded and executed by the CEO without specific Board action, provided the following requirements are met:

1. Not less than three (3) informal competitive quotes have been solicited in advance of contract award and execution by the CEO, to ensure that OTRP has derived competitive pricing, terms and conditions.
2. One hundred percent (100%) of the annual contract cost is included in an OTRP Budget, previously approved by the OTRP Board, and that the intent to contract the related service has been previously disclosed by the CEO to the OTRP Board.
3. The CEO fully discloses such action and seeks Board ratification at the next OTRP Board Meeting.
4. It is recognized there are legitimate instances where a product or service is available only from one source due to uniqueness or emergency. In such instances, the CEO may use a "sole source" type procurement. The CEO shall

provide written justification to the OTRP Board each time this type of procurement is employed.

Unless otherwise determined by the President of OTRP, based on consultations with legal counsel, all contracts for services between OTRP and a service provider must include the following provisions:

1. Agreement Term
2. Scope of Services Provided
3. Form and timing of periodic reporting by the services provider to OTRP
4. Performance measures and corresponding reporting methods
5. Compensation details
6. Ownership and confidentiality of OTRP information
7. Business continuity obligations of the service provider
8. Records retention Standards and accountabilities
9. Compliance with applicable state and federal regulations
10. Indemnification of the parties and insurance requirements
11. Assignability of the contracted relationship
12. Cancellations and termination of the agreement
13. Breach definition and remedies
14. Legal venue to resolve disputes
15. Choice of law

The CEO is also, hereby, granted authority to cancel any contract with a total value of \$50,000 or less, without formal Board authority, if they deem this in the best interests of OTRP. The CEO shall fully disclose such action and seek ratification from the OTRP Board at the next OTRP Board Meeting in such circumstance.