



1. Solicitation #: 3450004908 / 20-SPR-0041

2. Solicitation Issue Date: 03/12/20

3. Brief Description of Requirement:

Scope of Work: This solicitation is for the preparation and documentation of the Vehicle Classification Data Collections and Reporting Statewide in Oklahoma (Appendix B contains details on Class Format, File Format and Lane Identification).

Location of Project: Interstate highways, US Routes and State Highways throughout the State of Oklahoma.

Questions may be submitted to cemerson@odot.org up until Tuesday, April 7, 2020; 3:00 PM.

This solicitation is let in accordance with The Central Purchasing Act, Oklahoma State Statute, Title 74, Section 85.12.B.3

4. Response Due Date¹: 04/23/20

Time: 4:00PM CST/CDT

5. Issued By and RETURN SEALED BID TO²:

U.S. Postal Delivery Address: 200 NE 21st
Room 3C6
Oklahoma City, OK 73105

Common Carrier Delivery Address: Same as above

Electronic Submission Address: N/A

6. Solicitation Type (type "X" at one below):

- Invitation to Bid
- Request for Proposal
- Request for Quote

7. Contracting Officer:

Name: Cheryl Emerson, CPO

Phone: 405-522-3209

Email: cemerson@odot.org

¹ Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments").

² If "U.S. Postal Delivery" differs from "Carrier Delivery", use "Carrier Delivery" for courier or personal deliveries.



Responding Bidder Information

"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.

1. RE: Solicitation # 3450004908 / 19-SPR-0041

2. Bidder General Information:

FEI / SSN : _____ Supplier ID: _____
Company Name: _____

3. Bidder Contact Information:

Address: _____
City: _____ State: _____ Zip Code: _____
Contact Name: _____
Contact Title: _____
Phone #: _____ Fax #: _____
Email: _____ Website: _____

4. Oklahoma Sales Tax Permit³:

- YES – Permit #: _____
- NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. Registration with the Oklahoma Secretary of State:

- YES - Filing Number: _____
- NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. Workers' Compensation Insurance Coverage:

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

- YES – Include with the bid a certificate of insurance.
- NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.⁴

³ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

⁴ For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

7. Disabled Veteran Business Enterprise Act

- YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.
- NO – Do not meet the criteria as a service-disabled veteran business.

_____	_____
Authorized Signature	Date
_____	_____
Printed Name	Title



Certification for Competitive Bid and/or Contract (Non-Collusion Certification)

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: Oklahoma Department of Transportation Agency Number: 34500

Solicitation or Purchase Order #: 3450004894 / 20- SPR-0016

Supplier Legal Name:

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

- 1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

- [] the competitive bid attached herewith and contract, if awarded to said supplier;
OR
[] the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.6. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the procuring agency in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The procuring agency must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the procuring agency.
- A.3.3. It is the bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the procuring agency with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

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A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

Sealed bids shall be opened by the **ODOT Procurement Division** located at **200 NE 21st, Room 3C9**
Oklahoma City, OK 73105 at the time and date specified in the solicitation as the Response Due Date and Time.

A.7. Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the ODOT Procurement Division Manager as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.8. Late Bids

Bids received by the ODOT Procurement Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Procurement Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:
 - A.9.2.1. Any Addendum to the Contract;
 - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.3. Solicitation, as amended (if applicable); and

A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.12. Clarification of Solicitation

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

A.13. Negotiations

A.13.1. In accordance with Title 74 §85.5, the Oklahoma Department of Transportation reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The Department shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.

A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

A.13.3. Negotiations may be conducted in person, in writing, or by telephone.

A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

A.14. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the

solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

A.15. Award of Contract

- A.15.1. The ODOT Procurement Division Manager may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the ODOT Procurement Division Manager to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

A.16. Contract Modification

- A.16.1. The Contract is issued under the authority of the ODOT Procurement Division Manager who signs the Contract. The Contract may be modified only through a written Addendum, signed by the ODOT Procurement Division Manager and the supplier.
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.17. Delivery, Inspection and Acceptance

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

A.18. Invoicing and Payment

- A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.
- A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

A.19. Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

A.20. Audit and Records Clause

A.20.1. As used in this clause, "records" includes books, documents, 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. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

A.20.2. The successful supplier(s) awarded the Contract(s) 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 and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) 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.

A.21. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.22. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.23. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

A.24. Termination for Cause

A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.

A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.

A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.26. Insurance

The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law,

prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the procuring agency with evidence of such insurance and renewals.

A.27. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

A.29. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.30. Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1.0. The Solicitation is let pursuant in accordance with Oklahoma Statute, Title 74, Section 85.12.B.3.

B.2.0. Form of Contract Agreement

B.2.1. A contract is to be used as the agreement between the Oklahoma Department of Transportation (Department) and the successful Consultant.

B.3.0. Response Documents

B.3.1. Copies

B.3.1.1 Consultants shall use complete sets of Response Documents obtained from the source indicated in the Solicitation for Responses.

B.3.2. Addenda

B.3.2.1 Addenda will be posted on the website and sent electronically, or delivered to all who are known by the Department to have received a complete set of Response Documents from the Department.

B.3.2.2 Copies of the Addenda will be made available for inspection at the Department.

B.3.2.3 No Addenda will be issued later than seven (7) calendar days prior to the date for receipt of Responses except an Addendum withdrawing the request for Responses or one which includes postponement of the date for receipt of Responses.

B.3.2.4 Each Vendor shall acknowledge that all Addenda and Amendments were received, by signing the Addenda and Amendment Forms.

B.4.0. Insurance Requirements

B.4.1. The Vendor shall carry on his work in accordance with the Worker's Compensation Act (85 O.S. § 1 et seq.) of the State of Oklahoma and shall not reject the provisions thereof during the life of the contract. A certificate of coverage must be returned with the contract.

B.4.2. General and Automobile Liability Insurance in the amount of not less than \$100,000/\$300,000, and Property Damage Insurance of not less than \$50,000/\$100,000 shall be carried by the vendor during the life of the contract. Certificates of such coverage must be returned with the contract.

B.4.3. Builder's Risk Insurance is required to be provided by the Vendor.

B.5.0. Labor

B.5.1. The Vendor shall comply with all State and Federal Laws in the employment and payment of labor.

B.5.2. There is Federal funding for this project and Davis Bacon Wages do apply for this project.

C. SOLICITATION SPECIFICATIONS

C.1.0. Definitions

C.1.1. The Department or Division is the Oklahoma Department of Transportation, Procurement Division.

C.1.2. Response Documents include the Solicitation for Responses, these Instructions for Consultants, the Response Forms, other sample response forms, and any addenda issued prior to the receipt of Responses.

C.1.3. Addenda are written or graphic instruments issued by the Department prior to the execution of the contract, which modify or interpret the Response Documents by additions, deletions, clarifications, or corrections.

C.1.4. A Response is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Responding Documents.

C.1.5. A Unit Price is an amount stated in the Response as a price per unit of measurement for materials or services as described in the Response Documents or in the proposed contract documents.

C.1.9. A Vendor or Consultant is a person or entity that submits a Response.

C.1.10. The Owner is the State of Oklahoma represented by the Department of Transportation.

C.2.0. Scope of Project:

C.1.1. This solicitation is for the preparation and documentation of the Vehicle Classification Data Collections and Reporting Statewide in Oklahoma (Appendix B contains details on Class Format, File Format and Lane Identification).

C.3.0. Location of Project:

C.3.1. Interstate highways, US Routes and State Highways throughout the State of Oklahoma.

C.4.0. General Scope:

C.4.1. The scope of work shall include all meetings, on-site reviews or QC testing, and any work required to expedite the preparation and documentation of the Vehicle Classification Data Collections and Reporting statewide.

C.4.2. Services are to be provided in accordance with current standards, specifications and acceptable practices of the DEPARTMENT. Modifications to the Task Order segments and/or description of work, as deemed necessary by the DEPARTMENT, will not necessarily constitute a change in scope. The scope of services under this contract will include, but is not limited to the following:

C.5.0. Consultant Responsibilities:

C.5.1. The CONSULTANT will develop a Work Plan for each Task Order to include site information, proposed installation dates, equipment removal, and traffic control scheduling for each site. Depending upon the highway selected for a Task Order the CONSULTANT may be called upon to utilize either road tube or video for data collection.

C.5.2. The Work Plan (EXCEL in ODOT approved format) shall be issued within two (2) weeks of the receipt of the task order site list. Upon approval by the DEPARTMENT's assigned Project Engineer, a notice to proceed will be issued. Work Plan work days will include Monday thru Thursday, and will exclude holidays and holiday affected days. Resets may be required if weather or other abnormal conditions affect normal traffic flow. All Resets will require work plan updates.

C.5.3. For Roadway Vehicle Classification locations, The CONSULTANT will provide vehicle classification data in the current FHWA 13 Vehicle Classification Types (See FHWA 2016 TMG Appendix C) in a csv file format and complete header records approved by the DEPARTMENT'S project engineer.

C.5.4. Vehicle Classification data gathering cycle will be continuous forty eight hours (48). The DEPARTMENT has the option of requesting that one hundred sixty eight hours (168 or one week) continuous data be monitored and reported. The one week of continuous data will pay double the contract amount for 48 hours of continuous data.

C.5.5. Data that doesn't pass the validity test will be rejected. If the data is deemed invalid or non-continuous, the site will have to be recounted for the entire cycle in both directions. The DEPARTMENT will not pay for invalid or non-continuous data.

C.5.6. Raw traffic data should not be adjusted or tampered with. The prn files should be directly from the counter. Unclassified vehicles should not exceed 5 per cent of the total vehicles.

C.5.7. The road sensors shall be low profile sensors, non-intrusive or other devices that will be able to classify each lane in a multi-lane highway simultaneously. The DEPARTMENT has the option of requiring an accuracy test of the CONSULTANT's equipment at any time. The test will be paid at double the normal terms of the contract. Any equipment change will need to be approved by the DEPARTMENT's assigned Project Engineer.

C.5.8. For high volume highways, The Consultant will collect 13 vehicle classification data with only non-intrusive devices.

C.5.9. For Intersection Turning Movement locations, The Consultant will collect intersection turning movements for all approaches for a minimum of 16 hours (6am to 10pm), recorded in 15 minute intervals with hourly and 16 hour totals (plus a 16 hour schematic sheet showing all approaches and vehicle classes and pedestrians by approach and movement). The approach interval traffic will be

separated in Left, Right, and Thru Movements with vehicle classifications in three classes (FHWA1-3,4-5,6-13) plus two pedestrian classes (Bicycles and Walking Pedestrians) that cross the approach.

- C.5.10.** Each traffic monitoring location shall be cleared of all equipment and construction materials upon completion of the traffic monitoring. This includes, but is not limited to: nails, screws, tape, installation material and refuse on the roadway or public right-of-way.
- C.5.11.** The CONSULTANT will be responsible for the appropriate traffic control and advanced signing during all roadway work. All traffic control must be approved by the governing ODOT Field Division Engineer.
- C.5.12.** All traffic control devices and placement shall meet standards as shown in the "Manual on Uniform Traffic Control Devices" (the latest revision), and the "ODOT 2019 Edition of the Standard Specification of Highway Construction", Section 880.
- C.5.13.** There will be no work on the roadway or scheduled lane closures during the peak hours of traffic. The traffic peak hours are 6:00 to 9:00 in the AM, and 3:00 to 6:00 in the PM.
- C.5.14.** All invoices will follow DEPARTMENT Comptroller Division rules.

C.6.0. DEPARTMENT RESPONSIBILITIES:

- C.6.1.** Provide CONSULTANT with list of sites to be monitored and reported. The CONSULTANT will be provided with Task Orders that include the Latitude and Longitude and number of traffic lanes for each site location on the Task Order. ODOT will utilize historical data to validate the CONSULTANT'S Task Order responses.
- C.6.2.** Review and Approve or Reject the data submitted by the Consultant.

D. EVALUATION

D.1.0. Evaluation Criteria

- D1.1.** This Solicitation is a Request for a Proposal (RFP). Contractor responses for the purposes of this Solicitation are considered Responses and not Bids. The RFP will be evaluated on the following criteria: Past Experiences/References, Capabilities/Equipment, Cost, In Field Setup (Statewide Repeatability) and Delivery/Timeliness.
- D.1.2.** To be considered for award, each Vendor should have three (3) current references complete the Reference Questionnaire Form (Appendix D) and include the completed forms with the Response. A form is included with the solicitation document package. References should be for projects of similar scope and size and for non-ODOT projects.

D.2.0. Negotiation

- D.2.1.** The Department of Transportation may negotiate with Consultants to get the best price, value, and terms. Once the Department of Transportation identifies the candidates, negotiations may take place through the Oklahoma Department of Transportation Purchasing Office. The Oklahoma Department of Transportation considers all costs and business terms negotiable. The Department of Transportation reserves the right to make an award to the lowest, responsive bid if it is deemed in the best interest of the Department.

E. INSTRUCTIONS TO VENDOR

E.1.0. Important Information

Important Dates	
Tuesday, April 7, 2020, by 3:00 P.M.	Written Questions
Tuesday, April 14, 2020, by 3:00 P.M.	Responses to Questions Posted on Website
Thursday, April 23, 2020, 4:00 P.M. CST	Solicitation Closes

E.1.1. Collection of Sample Data

E.1.1. The Department will provide Consultants with the longitude and latitude and number of lanes for two locations for 48 hours of data collection:

1) Urban Location – video collection; I-40, 6 lanes, between Meridian Ave. and MacArthur Blvd, Oklahoma City (35.460018994, -97.61048403)

2) Rural Location – road tubing location; US-81, 4 lanes, 2.5 miles north of US-62 (35.097382, -97.961404)

E.1.2. The Sample Data Collection should be completed and the results included with Consultant responses. The Sample Data Collection should be turned in on a thumb drive in a form that the Department can review.

E.2.0. Contractor Equipment

E.2.1. Consultant response should include a list of equipment that would have available for use for this project.

E.3.0. Bidding Procedure

E.3.1. Modification, Withdrawal or Cancellation of Responses

E.3.1.1 Consultants may withdraw, change and resubmit their Responses by appearing in person prior to the time set for the closing of the Response period. Upon presenting proper picture identification to Cheryl Emerson, CPO, the sealed Response will be returned to the Vendor. A new or changed sealed Response will be accepted until the time designated for the closing of the response period.

E.3.2. Submission of Responses

E.3.2.1 All the copies of the Response, the Bid Security, if any, and any other documentation required to be submitted with the Response shall be enclosed in a sealed, opaque envelope. The Response shall be addressed and delivered to the Oklahoma Department of Transportation, Purchasing Division, 200 NE 21st St, Room 3C6, Oklahoma City, OK 73105. Place on the outside of the envelope the name of the Vendor, the Solicitation #, the words "Sealed Response" and the date set for Opening.

E.3.2.2 The Vendor shall assume full responsibility for timely delivery at the location designated for receipt of Responses.

E.3.2.3 Responses received after the opening of Responses will not be considered and will be returned unopened to the Vendor.

E.3.2.4 Oral, telephonic, or telegraphic or other forms of electronic Responses are invalid and will not receive consideration.

E.4.0. Consideration of Responses

E.4.1. Responses will be opened publicly immediately after the time set for receipt of Responses at the Department of Transportation, 200 NE 21st St, Oklahoma City, OK 73105. This Solicitation is an RFP and not a Request for Bid therefore only the names of the responding Consultants will be made public at the time of the closing. Consultants may receive a copy of the response tabulation on the solicitation website after a Contract has been awarded.

F. CHECKLIST

- _____ Completed Responding Bidder Information page
- _____ Completed and Signed Non-Collusion Certification page
- _____ Scope of Services (Appendix A)
- _____ Details on Class Format, File Forma and Lane Identification
- _____ Completed and Signed Pay Item Response Form (Appendix C)

- _____ Reference Questionnaire (Appendix D)
- _____ Proposer's Certification Form
- _____ Federal Contract Requirements – D1-D6.docx
- _____ Completed and Signed Addenda and Amendment Receipts
- _____ Provide Sales Tax Permit # on Responding Bidder Information
- _____ Include explanation if claiming Oklahoma Sales Tax Permit Exception in response package
- _____ Read Section G.2 regarding communication during Solicitation Period
- _____ Read A.2.4 which related to the completion of the Pay Item Response Sheet regarding corrections made to the Pay Item Sheet
- _____ Equipment List included with Consultant Response
- _____ Include mandatory documents in the Vendor Response envelope

G. OTHER

G.1.0 Communications During the Solicitation Process

G.1.1 Communication with anyone but the Buyer may result in a Vendor not be allowed to bid on this project.

G.2.0 Questions

G.2.1 Questions regarding this solicitation are due no later than Tuesday, April 7, 2020 by 3:00 P.M. Questions must be writing and are to be sent to the CPO's attention listed on the solicitation. Questions must have the Section and Item Number that the Vendor is questioning. Questions received after the deadline will not be answered.

G.3.0 Vendor's Representations and Prequalification

G.3.1. Each Vendor, by making a response, represents that:

G.3.2. The Vendor has read and understands the Response Documents and the Response is made in accordance therewith.

G.3.3. The Vendor has visited the site, is familiar with the local conditions under which the work is to be performed and has correlated observations with the requirements of the proposed contract documents.

G.3.4. The submitted Response is based upon the materials, systems and equipment required by the Response Documents without exception.

G.3.5. Pre-qualification of Consultants is not required but three (3) references (on completed reference questionnaire forms) should be included with the Response.

G.4. Forms

G.4.1. Appendix A – Pay Item Response

G.4.2. Appendix B – Class Format, File Format and Lane Identification

G.4.3. Appendix C – Pay Item Response Form

G.4.4. Appendix D – Reference Questionnaire

G.4.5. Appendix E – Proposer's Certification Form

G.4.6. Appendix F – Federal Contract Requirements – D1-D6.docx

H. PRICE AND COST

H.1. Pricing Submission

H.1.1. Consultants are to submit pricing using the Pay Item Response Form (Appendix C).

H.1.2. A completed Pay Item Response Form is to be submitted as an original hard copy as part of your completed proposal.

H.1.3. There are two pay items for Consultants to provide pricing:

H.1.3.1. Price for 48 hours of monitoring for one lane of highway at an Urban Area with Video

H.1.3.2 Price for 48 hours of monitoring for one lane of highway at a Rural Area using road tubing

H.1.4. Invoicing for each site will be based upon the price for 48 hours of collection times the number of lanes data is collected on for that site.

OKLAHOMA DEPARTMENT OF TRANSPORTATION**Project Number SPRY-0010(83)PL JP 01946(74)****SPR 1305 CFDA # 20.205****SCOPE OF SERVICES****SECTION 1: GENERAL SCOPE**

The scope of work shall include all meetings, on-site reviews or QC testing, and any work required to expedite the preparation and documentation of the Vehicle Classification Data Collections and Reporting statewide.

Services are to be provided in accordance with current standards, specifications and acceptable practices of the DEPARTMENT. Modifications to the Task Order segments and/or description of work, as deemed necessary by the DEPARTMENT, will not necessarily constitute a change in scope. The scope of services under this contract will include, but is not limited to the following:

SECTION 2: CONSULTANT RESPONSIBILITIES:

- 2.1 The CONSULTANT will develop a Work Plan for each Task Order to include site information, proposed installation dates, equipment removal, and traffic control scheduling for each site.
- 2.2 The Work Plan (EXCEL in ODOT approved format) shall be issued within two (2) weeks of the receipt of the task order site list. Upon approval by the DEPARTMENT's assigned Project Engineer, a notice to proceed will be issued. Work Plan work days will include Monday thru Thursday, and will exclude holidays and holiday affected days. Resets may be required if weather or other abnormal conditions affect normal traffic flow. All Resets will require work plan updates.
- 2.3 For Roadway Vehicle Classification locations, The CONSULTANT will provide vehicle classification data in the current FHWA 13 Vehicle Classification Types (See FHWA 2016 TMG Appendix C) in a csv file format and complete header records approved by the DEPARTMENT'S project engineer.
- 2.4 Vehicle Classification data gathering cycle will be continuous forty eight hours (48). The DEPARTMENT has the option of requesting that one hundred sixty eight hours (168 or one week) continuous data be monitored and reported. The one week of continuous data will pay double the contract amount for 48 hours of continuous data.
- 2.5 Data that doesn't pass the validity test will be rejected. If the data is deemed invalid or non-continuous, the site will have to be recounted for the entire cycle

- in both directions. The DEPARTMENT will not pay for invalid or non-continuous data.
- 2.6 Raw traffic data should not be adjusted or tampered with. The prn files should be directly from the counter. Unclassified vehicles should not exceed 5 per cent of the total vehicles.
- 2.7 The road sensors shall be low profile sensors, non-intrusive or other devices that will be able to classify each lane in a multi-lane highway simultaneously. The DEPARTMENT has the option of requiring an accuracy test of the CONSULTANT's equipment at any time. The test will be paid at double the normal terms of the contract. Any equipment change will need to be approved by the DEPARTMENT's assigned Project Engineer.
- 2.8 For high volume highways, The Consultant will collect 13 vehicle classification data with only non-intrusive devices.
- 2.9 For Intersection Turning Movement locations, The Consultant will collect intersection turning movements for all approaches for a minimum of 16 hours (6am to 10pm), recorded in 15 minute intervals with hourly and 16 hour totals (plus a 16 hour schematic sheet showing all approaches and vehicle classes and pedestrians by approach and movement). The approach interval traffic will be separated in Left, Right, and Thru Movements with vehicle classifications in three classes (FHWA1-3,4-5,6-13) plus two pedestrian classes (Bicycles and Walking Pedestrians) that cross the approach.
- 2.10 Each traffic monitoring location shall be cleared of all equipment and construction materials upon completion of the traffic monitoring. This includes, but is not limited to: nails, screws, tape, installation material and refuse on the roadway or public right-of-way.
- 2.11 The CONSULTANT will be responsible for the appropriate traffic control and advanced signing during all roadway work. All traffic control must be approved by the governing ODOT Field Division Engineer.
- 2.12 All traffic control devices and placement shall meet standards as shown in the "Manual on Uniform Traffic Control Devices" (the latest revision), and the "ODOT 2019 Edition of the Standard Specification of Highway Construction", Section 880.
- 2.13 There will be no work on the roadway or scheduled lane closures during the peak hours of traffic. The traffic peak hours are 6:00 to 9:00 in the AM, and 3:00 to 6:00 in the PM.
- 2.14 All invoices will follow DEPARTMENT Comptroller Division rules.

SECTION 3: DEPARTMENT RESPONSIBILITIES:

- 3.1 Provide CONSULTANT with list of sites to be monitored and reported.

3.2 Review and Approve or Reject the data submitted by the CONSULTANT.

Count Data Formats

All count data submitted to ODOT should follow the count formats listed below. The formats are separated out into Daily and Interval where daily refers to counts collected in 24 hour intervals and Interval refers to counts collected in less than 24 hour intervals. Currently, ODOT accepts Daily, 15-Minute Interval, and 1-Hour Interval counts only.

Daily Format			
Column Header	Oracle Data Type	Format	Comments
SITE_ID	VARCHAR2(8 CHAR)	00000000	Site ID should be 8 characters and include preceding zeros.
COUNT_DATE	DATE	MM/DD/YYYY	Date will not include a time for daily counts.
COUNT_TYPE	NUMBER(1)	[1, 2, 3]	Use (1) Automatic / Continuous, (2) Short Term Volume, (3) Short Term Class.
COUNT_INTERVAL	NUMBER(2)	[1, 15, 24]	Use (24) for daily / 24 hour interval.
BIN_1	INTEGER	0	The BINS are included for class counts only and are not included for volume counts. The designation of each BIN is dependent on the class format being utilized. Any class formats must be an ODOT approved format.
BIN_2	INTEGER	0	
BIN_3	INTEGER	0	
BIN_4	INTEGER	0	
BIN_5	INTEGER	0	
BIN_6	INTEGER	0	
BIN_7	INTEGER	0	
BIN_8	INTEGER	0	
BIN_9	INTEGER	0	
BIN_10	INTEGER	0	
BIN_11	INTEGER	0	
BIN_12	INTEGER	0	
BIN_13	INTEGER	0	
BIN_14	INTEGER	0	
BIN_15	INTEGER	0	
VOLUME	INTEGER	0	Total Vehicles denoted by an integer value.

Interval Format			
Column Header	Oracle Data Type	Format	Comments
SITE_ID	VARCHAR2(8 CHAR)	00000000	Site ID should be 8 characters and include preceding zeros.
COUNT_DATE_TIME	DATE	MM/DD/YYYY HH:MI:SS AM/PM	Date will include a time for interval counts.
COUNT_TYPE	NUMBER(1)	[1, 2, 3]	Use (1) Automatic / Continuous, (2) Short Term Volume, (3) Short Term Class.
COUNT_INTERVAL	NUMBER(2)	[1, 15, 24]	Use (1) for hourly interval and (15) for 15 minute interval.
COUNT_LANE	NUMBER(1)	[1, 2, 3, 4, 5, 6, 7, 8, 9]	Denoted by 1 - 9 to identify the lane (see Count Lane Graphic).
COUNT_DIRECTION	VARCHAR2(1 CHAR)	[N, S, E, W]	Use (N) North, (S) South, (E) East, (W) West.
BIN_1	INTEGER	0	The BINS are included for class counts only and are not included for volume counts. The designation of each BIN is dependent on the class format being utilized. Any class formats must be an ODOT approved format.
BIN_2	INTEGER	0	
BIN_3	INTEGER	0	
BIN_4	INTEGER	0	
BIN_5	INTEGER	0	
BIN_6	INTEGER	0	
BIN_7	INTEGER	0	
BIN_8	INTEGER	0	
BIN_9	INTEGER	0	
BIN_10	INTEGER	0	
BIN_11	INTEGER	0	
BIN_12	INTEGER	0	
BIN_13	INTEGER	0	
BIN_14	INTEGER	0	
BIN_15	INTEGER	0	
VOLUME	INTEGER	0	Total Vehicles denoted by an integer value.

Class Format

All classification data must utilize an approved ODOT class. This class format specifies the contents of the BIN columns. The BINS will contain one or more class set by the FHWA. Any BINS with a (*) denote a BIN that is not utilized in the format. Some counters will mark a detection as unclassified if the counter failed to place the detection in the correct bin in which case any of the unused BINS marked with a (*) can be utilize to store unclassified detections. This data should be submitted if the counter has this functionality. Please refer to *Figure 1-1: FHWA's 13 Vehicle Category Classification* at the link below for detailed FHWA Classes.

FHWA 13-Class Format	
BIN	FHWA Class
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	*
15	*

ODOT 6-BIN Format	
BIN	FHWA Class
1	1
2	2
3	3
4	4
5	5, 6, 7
6	8, 9, 10, 11, 12, 13
7	*
8	*
9	*
10	*
11	*
12	*
13	*
14	*
15	*

https://www.fhwa.dot.gov/policyinformation/tmguides/tmg_2013/traffic-monitoring-theory.cfm

File Format

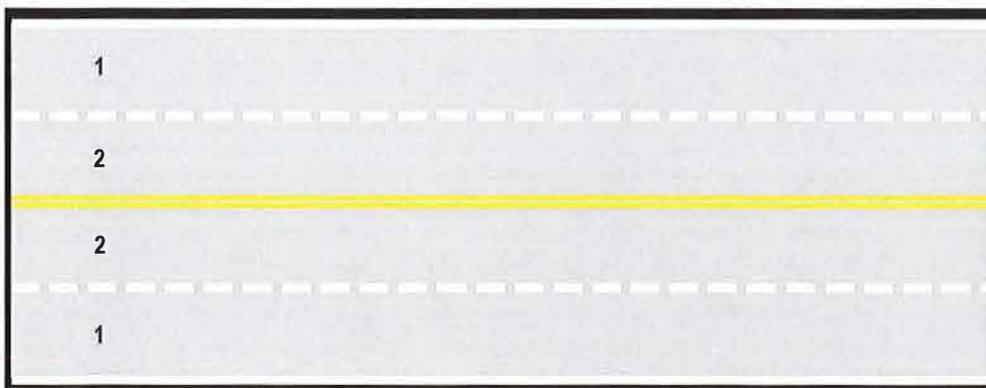
Files should be submitted to ODOT in Comma Separated Values (.csv) format and should include column headers as specified exactly in the Count Data Format.

Example of CSV for a Daily Volume Count				
SITE_ID	COUNT_DATE	COUNT_TYPE	COUNT_INTERVAL	VOLUME
00550001	07/11/2016	2	24	9675
00550001	11/08/2016	2	24	9626
00550005	07/13/2016	2	24	23639
00550005	11/08/2016	2	24	26027
00550022	07/11/2016	2	24	41926
00550022	11/08/2016	2	24	42590
00550037	06/29/2016	2	24	103572
00550037	07/11/2016	2	24	90757

Example of CSV for a Interval Class Count										
SITE_ID	COUNT_DATE_TIME	COUNT_TYPE	COUNT_INTERVAL	COUNT_LANE	COUNT_DIRECTION	BIN_1	...	BIN_15	VOLUME	
00810001	01/01/2016 12:00:00 AM	1	15	1	E	0	...	0	26	
00810001	01/01/2016 12:00:00 AM	1	15	1	W	0	...	0	33	
00810001	01/01/2016 12:00:00 AM	1	15	2	E	1	...	1	14	
00810001	01/01/2016 12:00:00 AM	1	15	2	W	0	...	0	16	
00810001	01/01/2016 12:15:00 AM	1	15	1	E	1	...	0	43	
00810001	01/01/2016 12:15:00 AM	1	15	1	W	0	...	0	47	
00810001	01/01/2016 12:15:00 AM	1	15	2	E	0	...	1	35	
00810001	01/01/2016 12:15:00 AM	1	15	2	W	0	...	0	32	

Lane Identification

Lanes are identified by a number ranging from 1 to 9 with 1 denoting the outside most lanes and increasing the number for each lane going towards the innermost lane. See the graphic below for clarification:



PAY ITEM RESPONSE SHEET

Description	Price
48 hours of monitoring of one lane of traffic at an Urban Location with Video	
48 hours of monitoring of one lane of traffic at a Rural Location with Road Tubing	

Company Name

Date

Vehicle Classification Data Collections and Reporting

Solicitation # 3450004908

Appendix D

Reference Questionnaire

This form should be completed by three (3) current references for projects of similar scope and scale and not ODOT Projects. Completed reference forms should be returned with bid documents in order to be considered for award of this project.

Reference Completed for: _____

Completed by (Company Name): _____

Completed by (Your Name): _____ Phone #: _____

Signature: _____ **Date:** _____

Questions

1. What was the scope of the project you obtained from the vendor?
2. What year(s) were the services performed (example: 2009-2011)?
3. What would you do differently the next time you undertake a similar contract?
4. Explain why you would, or would not, do business with this vendor again.

Using a scale where (0 is Poor, 2 is Fair, 4 is Good, and 5 is Excellent), please complete:

1. How would you rate the quality of the vendor's performance? _____
2. How would you rate the responsiveness of this vendor? _____
3. Did the vendor complete the work within the required timeline? _____
4. Did the vendor maintain communication with you? _____
5. Did the vendor keep you informed of problems that occurred? _____
6. Did you experience any problems with invoicing/billing accuracy? _____
7. Were any problems experienced dealt with to your satisfaction? _____
8. Was this vendor flexible in meeting your requirements? _____

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
RADAR POLE INSTALLATION CONTRACT NO. 20-SPR-0016 / 01946(74)
STATUTORY CERTIFICATION**

_____, of lawful age, hereby certifies under the laws of the United States and the State of Oklahoma, states:

1. (S)he is the duly authorized agent of _____, the Contractor under the Contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said Contract;
2. (S)he is fully aware of the facts and circumstances surrounding the making of the Contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said Contract;
3. Neither the Contractor nor anyone subject to the Contractor's direction or control has paid, given or donated or agreed to pay , give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the Contract to which this statement is attached;
4. That the Contractor has registered and fully participates in the Status Verification system, as required by Title 25 O.S. § 1313(B)(1), to verify the work eligibility status of all new employees of the Contractor; and

The Contractor further certifies that no person who has been involved in any manner in the development of that Contract while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under said Contract.

If this Contract is for professional services and if the final product is a written proposal, report, or study, the Contractor further certifies that (s)he has not previously provided the state agency with a final product that is a substantial duplication of the final product of the proposed Contract.

Signature

Date

Printed Name

Title

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
CONTRACT NO. 20-SPR-0016 / 01946(74)
ATTACHMENT D1
US DOT CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The Prospective Participant, _____, (Vendor), certifies, by signing and submitting this bid or proposal, 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 any federal 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 contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
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 federal 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 contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report lobbying", in accordance with its instructions.
3. The vendor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US 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 failure.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
CONTRACT NO. 20-SPR-0016 / 01946(74)
ATTACHMENT D2
US DOT CERTIFICATION OF ELIGIBILITY**

The Prospective Participant, _____, (Vendor), certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, states:

a) That he or she is the Prospective Participant or fully authorized agent of the Prospective Participant in this project which involves federal funding, and has full knowledge and authority to make this certification.

b) That, except as noted below, _____
(Prospective Participant)
or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or accountant, project superintendent, or any person in a position involving the administration of federal funds:

- a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; and
- c. does not have a proposed debarment pending; and
- d. has not had any public transaction (federal, state, or local) terminated within the preceding three (3) years for cause or default; and
- e. has not been indicted, convicted, or had a civil judgment rendered against any of the aforementioned by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years, except:

(IF NONE, SO STATE BY ENTERING THE WORD NONE). For any exception noted, indicate on the reverse side of this page to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
CONTRACT NO. 20-SPR-0016 / 01946(74)
ATTACHMENT D3
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
ASSURANCES**

(hereinafter referred to as the Vendor) HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives to the end that, in accordance with the Act, regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Vendor receives Federal financial assistance from the Department of Transportation, including the Federal Highway Administration; and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by Subsection 21.7(a) (1) of the Regulations, a copy of which is attached.

More specifically and without limiting the above general assurance, the Vendor hereby gives the following specific assurances with respect to its Federal-aid Highway Program:

1. That the Vendor agrees that each "program" and each "facility," as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted or will be (with regard to a "facility") operated in compliance with all requirements imposed by or pursuant to the Regulations.
2. That the Vendor shall insert the following notification in all solicitations for bids for work or materials subject to the regulations made in connection with the Federal-aid Highway Program and, in adapted form, in all proposals for negotiated agreements:

in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4, and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated

against on the grounds of race, color, sex, age, national origin, religion, disability/handicap, or income status in consideration for an award.

3. That the Vendor shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That the clauses of Appendix B of this assurance shall be included, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Vendor receives federal financial assistance to construct a facility or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Vendor receives federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
7. That the Vendor shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Vendor with other parties (a) for the subsequent transfer of real property acquired or improved under the Federal-aid Highway Program; and (b) for the construction or use of, or access to space on, over, or under, real property acquired or improved under the Federal-aid Highway Program.
8. That this assurance obligates the Vendor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein, or structures or improvements thereon; in which case the assurance obligates the Vendor or any transferee for the longer of the following periods: (a) the period during which the property used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; of (b) the period during which the Vendor retains ownership or possession of the property.
9. The Vendor shall provide for such methods of administration for the program as are found by the Secretary of Transportation, or the official to whom he or she delegates specific authority, to give reasonable guarantee that it, other recipients, sub-grantees, vendors, sub-contractors, transferees, successors in interest; and other participants of federal financial assistance under such program will comply with all requirements imposed by or pursuant to the Act, the Regulations, and this assurance.

10. The Vendor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts, or other federal financial assistance extended after the date hereof to the Vendor by the Department of Transportation under the federal-aid Highway Program and is binding on it, other recipients, sub-grantees, vendors, sub-contractors, transferees, successors in interest, and other participants in the federal-aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Vendor.

Attachments:
Appendices A, B, C, and D

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "vendor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes Vendors) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor (hereinafter includes Vendors) with regard to the work performed by it during the contract, shall comply with the Americans with Disabilities Act Non-Discrimination Clause referenced at <https://www.ok.gov/odot/documents/ADA%20Clause.pdf> and will not discriminate on the grounds of race, color, sex, age, national origin, religion, disability/handicap, or income status, in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Grantee will accept title to the lands and maintain the project constructed thereon in accordance with the Consolidated and Further Continuing Appropriations Act, 2013 (Pub. L. 113-6, March 26, 2013), the Regulations for the Administration of FY 2013 TIGER Discretionary Grant Program, and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Grantee all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Grantee and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Grantee, its successors and assigns.

The Grantee, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person on the grounds of race, color, sex, age, national origin, religion, disability/handicap, or income status shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Grantee will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the

absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.

APPENDIX C

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Grantee pursuant to the provisions of Assurance 7(a):

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - A. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Grantee will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
3. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Grantee will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Grantee and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

During the performance of this contract, the Vendor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Vendor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
3. Federal-Aid highway Act of 1973, (29 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and vendors, whether such programs or activities of the Federal-aid recipients, sub-recipients and Vendors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. § § 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

APPENDIX D

During the performance of this contract, the Vendor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Vendor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
3. Federal-Aid highway Act of 1973, (29 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and vendors, whether such programs or activities of the Federal-aid recipients, sub-recipients and Vendors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. § § 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
CONTRACT NO. 20-SPR-0016 / 01946(74)
ATTACHMENT D4
DRUG FREE WORKPLACE**

1. The Vendor, _____, certifies that (s)he will continue to provide a drug free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an ongoing drug free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Vendor's policy of maintaining a drug free workplace;
 - iii. Any available drug counseling, rehabilitation and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee that will be engaged in the performance of the project be given a copy of the statement required by paragraph a;
 - d. As a condition of employment under the project, the employee will:
 - i. Abide by the terms of the statement, and;
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

- e. Notifying the Department and the Federal Highway Administration in writing, within ten (10) calendar days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working, unless the Federal Highway Administration has designated a central point for the receipt of such notices. Notice shall include the identification numbers of each affected project.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted.
- g. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973; as amended, or;
- h. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- i. Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
CONTRACT NO. 20-SPR-0016 / 01946(74)
ATTACHMENT D5
DISADVANTAGED BUSINESS ENTERPRISES POLICY STATEMENT**

1. It is the policy of the Department to ensure that Disadvantaged Business Enterprises (D.B.E.) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Contract. Consequently the D.B.E. requirements of 49 CFR Part 26 applies to this Contract. These provisions apply to all federal-aid projects, regardless if there is a DBE goal.
2. The Department or its Vendor which are recipients of Federal-aid funds agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and sub-contracts financed in whole or in part with federal funds provided under this Contract. In this regard, the Department and its Vendors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.
3. The Vender must follow the requirements outlined in the DBE Program Manual, located at [https://www.ok.gov/odot/Doing_Business/Civil_Rights/Civil_Rights - Publications, Posters and Brochures.html](https://www.ok.gov/odot/Doing_Business/Civil_Rights/Civil_Rights_-_Publications,_Posters_and_Brochures.html).
4. Failure to carry out the requirements set forth above shall constitute a breach of Contract, and, after the notification of the Department, may result in termination of the Contract by the Department or other such remedy as the Department deems appropriate.

